

AGENDA

Thursday June 21, 2018 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2018-55

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. In the Matter of Writing off Uncollectible Accounts for the Fourth Quarter of Fiscal Year 2018
2. Resolution 1931 Approving the Housing Authority of Clackamas County's Fiscal Year 2018/2019 Budget

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

1. Presentation Regarding City of Damascus Excess Fund Disbursements (David Bodway, Finance & Todd Loggan, Public & Government Affairs)

III. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

IV. PUBLIC HEARING *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Public Hearing - Proposed Section 108 Loan Pool Application to the US Department of Housing and Urban Development (Kevin Ko, Housing & Community Development)

V. 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 an Intergovernmental Agreement with Oregon State University for the Public Health Comprehensive Evaluation Plan – *Public Health*

2. Approval of a Renewal Intergovernmental Agreement with Washington County for the Cities Readiness Initiative Program – *Public Health*
3. Approval of a Professional, Technical & Consultant Services Contract with ColumbiaCare Services, Inc. for Supported Housing Services – *Behavioral Health*
4. Approval of an Intergovernmental Sub-recipient Agreement, Amendment No. 3 with the City of Sandy/Sandy Senior & Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
5. Approval of an Intergovernmental Agreement with the Oregon Department of Transportation Rail and Public Transit Division, Grant Award 5339 for Mt. Hood Express Vehicle Purchase of Two Buses – *Social Services*
6. Approval of an Intergovernmental Agreement with the Oregon Department of Transportation Rail and Public Transit Division, Grant Award 5311 for Mt. Hood Express Vehicle Purchases – *Social Services*
7. Approval of an Agreement with Richart Family, Inc. for Weatherization Major Measure Construction Services - *Procurement*
8. Approval of an Agreement with Green Energy Solutions, Inc. for Weatherization Major Measure Construction Services - *Procurement*
9. Approval of an Agreement with Good Energy Retrofit LLC for Weatherization Major Measure Construction Services - *Procurement*
10. Approval of an Agreement with Energy Comfort and Construction LLC for Weatherization Major Measure Construction Services - *Procurement*

B. Department of Transportation & Development

1. Approval to Apply to the Oregon Department of Transportation for All Roads Transportation Safety Program Funding for Federal Fiscal Years 2022-2024
2. Authorization to Purchase 21 Snowplows from Pape' Machinery for the Department of Transportation and Development – *Procurement*
3. Approval of the Contract with Pacific Landscape Services, Inc. for Landscape Maintenance for DTD – *Procurement*

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement with Clackamas Community College for FY 2018-19 GED Classes at the Clackamas County Jail - *CCSO*

D. Community Corrections

1. Approval of an Intergovernmental Agreement with Oregon Metro to Provide Work Crew Services for Fiscal Year 2018-19
2. Approval of an Intergovernmental Agreement with the City of Happy Valley to Provide Work Crew Services for Fiscal Year 2018-19

3. Approval of an Intergovernmental Agreement with the City of Milwaukie to Provide Work Crew Services for Fiscal Year 2018-19
4. Approval of an Intergovernmental Agreement with the City of Molalla to Provide Work Crew Services for Fiscal Year 2018-19
5. Approval of an Intergovernmental Agreement with the City of Oregon City to Provide Work Crew Services for Fiscal Year 2018-19
6. Approval of an Intergovernmental Agreement with the City of Wilsonville to Provide Work Crew Services for Fiscal Year 2018-19
7. Approval of an Intergovernmental Agreement with Clackamas Community College to Provide Work Crew Services for Fiscal Year 2018-19
8. Approval of an Intergovernmental Agreement with Business & Community Services-Fair Grounds to Provide Work Crew Services for Fiscal Year 2018-19

E. Finance Department

1. Resolution No. _____ for a Clackamas County Supplemental Budget, Less than Ten Percent for Fiscal Year 2017-2018

F. Juvenile Department

1. Approval of Amendment No. 6 to the Intergovernmental Agreement with Multnomah County for Assessment and Evaluation Beds

VI. WATER ENVIRONMENT SERVICES

(Service District No. 1)

1. Approval of Amendment to Easement 43139-EA with the Oregon Department of State Lands for the Kellogg Creek Water Resource Recovery Facility
2. Approval of Amendment No. 1 to an Intergovernmental Agreement between the City of Milwaukie and Water Environment Services for Bridge Construction

VII. COUNTY ADMINISTRATOR UPDATE

VIII. 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>

June 21, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the
Fourth Quarter of Fiscal Year 2018

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the fourth quarter of fiscal year 2018
Dollar Amount and Fiscal Impact	\$41,812.81 in total collection losses.
Funding Source	N/A
Safety Impact	N/A
Duration	April 1, 2018 – June 30, 2018
Previous Board Action	First, second and third quarter collection losses were approved by the Housing Authority Board of Commissioners.
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the fourth quarter of fiscal year 2018 (April 1, 2018 – June 30, 2018). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the fourth quarter of fiscal year 2018 will be \$35,815.81 for Low Rent Public Housing, \$1,016.39 for Clackamas Apartments and \$4,980.61 for Local Project Fund. Of the total fourth quarter write offs, \$11,882.00 was for uncollected rents and \$29,930.81 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

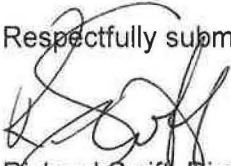
As a business practice, HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the fourth quarter of fiscal year 2018 will be \$41,812.81.

RECOMMENDATION:

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,

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

Richard Swift, Director
Health, Housing & Human Services

LRPH

Collection Loss for the period of

4/1/2018


to

6/30/2018

Fourth Quarter of Fiscal Year 2018

Unit #	SS #	Name	Rent	Sundry	Total
			(45.42)	1,219.08	\$ 1,173.66
			-	2,722.07	\$ 2,722.07
			922.74	673.91	\$ 1,596.65
			144.05	10,075.70	\$ 10,219.75
			9,406.33	10,697.35	\$ 20,103.68
					\$ -
					\$ -
Total Write-off			10,427.70	25,388.11	35,815.81


Accounting Specialist 1 - Betty McKee


Deputy Director of Finance - Jason Kirkpatrick


Executive Director - Chuck Robbins

June 21, 2018

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

**Resolution 1931 Approving the Housing Authority of Clackamas County's
Fiscal Year 2018/2019 Budget**

Purpose/Outcomes	Approval of the Housing Authority 2018-2019 budget, and approval to submit to the U.S. Department of Housing and Urban Development
Dollar Amount and Fiscal Impact	\$22,984,415
Funding Source	U.S. Department of Housing and Urban Development
Safety Impact	N/A
Duration	July 1st 2018 - June 30th 2019
Previous Board Action	The previous Fiscal Year Housing Authority Budget was approved on June 15th, 2017 by the Housing Authority Board of Directors.
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Chuck Robbins- Executive Director, Housing Authority 503-655-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval of its FY 2018/2019 Agency-Wide Budget and approval of Resolution 1931 which allows the Housing Authority to submit its budget to the U.S. Department of Housing and Urban Development.

As required by the U.S. Department of Housing and Urban Development (HUD), the Low Rent Public Housing budget is allocated by project. HACC has a total of five Public Housing projects. HUD requires that the Public Housing Budget have its own Board Resolution and Board certification.

The HACC 2018/2019 Agency-Wide budget meets the requirements set forth in HUD's Financial Management Handbook for Public Housing Authorities. The Budget is organized by HACC's five functions:

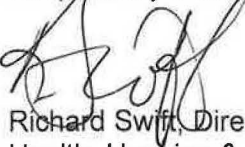
- Low Rent Public Housing (referred to as LRPH in the budget document)
- Local Projects (affordable and special needs housing, not including low rent Public Housing)
- Section 8 Housing Choice Voucher Program (referred as Vouchers in the budget document)
- Central Office (Administration)
- Programmatic Grants (referred to as Grants in the budget document)

Total expenditures are estimated to be \$22,984,415. The total operating surplus for this year is projected to be \$104,524. Of this surplus, \$153,157 is from Public Housing. Vouchers, Local Projects, Central Office (Administration) and Development show a combined deficit of <\$48,633>. These losses will be offset from local projects and Development Fees.

RECOMENDATION:

HACC recommends the approval of both Resolution 1931 adopting HACC's 2018/2019 Public Housing Budget; and the Agency-wide 2018/2019 Budget. Furthermore, HACC recommends approval for the Chair to sign HUD form 52574 and HACC's Board Resolution Approving the Operating Budget.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services Department

Attachments: Resolution 1931
HUD Form 52574
Budget Narrative
HACC Organizational Chart
FY 2018-19 Agency Budget
FY 2018-19 Public Housing Budget

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

**In the Matter of Approving the Housing
Authority's 2018/2019 Public Housing
Operating Budget by Project**

RESOLUTION NO. 1931

WHEREAS, the Housing Authority Board of Commissioners has reviewed the Public Housing Operating Budget by Project for Fiscal Year ending June 30, 2019 and

WHEREAS, they certify that all regulatory and statutory requirements have been met and that the Housing Authority has sufficient operating reserves to meet the working capital needs of its developments, that the budget expenditures are necessary in the efficient and economical operation of its housing for the purposes of serving low-income residents, and

WHEREAS, the budget indicates a source of funds adequate to cover all proposed expenditures, and

WHEREAS, the calculation of eligibility for federal funding is in accordance with the provisions of the regulations and that all proposed rental charges and expenditures will be consistent with provisions of the law, and

WHEREAS, the Housing Authority will comply with the wage requirements under 24 CFR 968.11 (e) or (f) or 24 CFR 905.120 (c) and (d), and

WHEREAS, the Housing Authority will comply with requirements for the reexamination of family income and composition,

NOW THEREFORE, BE IT RESOLVED that the Housing Authority of Clackamas County, Oregon Public Housing Operating Budget by Project is hereby approved for submittal to the U.S. Department of Housing and Urban Development.

DATED this 21st day of June, 2018

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

Jim Bernard, Chair

Recording Secretary

Description of Fund

The Housing Authority provides affordable and safe housing to low income residents by owning and managing a portfolio of approximately 900 units, and by administering the Housing Choice Voucher program (1,681 vouchers).

Many clients are elderly or disabled, or former victims of domestic violence who are now single women-head of household with children. There are six (6) budget activities: Low Rent Public Housing (operation of 545 public housing units); Housing Choice Vouchers (administration of the voucher program and pass through rent assistance); Local Projects (operation of 355 other affordable and special needs housing units); Central Office (administration and finance); Housing Development (creating new housing or preserving existing units); and Grants (Capital Fund and Resident Self-Sufficiency).

Revenue Summary

Ninety-five (95%) of revenues are Federal funds, allocation from Congress through the U.S. Department of Housing and Urban Development (HUD) in the following form: Public Housing Operating Subsidy for the operations of public housing; Capital Fund Grant for major physical repairs of public housing; Voucher Admin Fee for the administration of the voucher program; Housing Assistance Payment for pass through rent assistance to landlords; and Grants for Family Self-Sufficiency and Resident Services. The total amount is \$23,049,712. While this is a 16.7% increase over last year's budget the majority of the increase is from projected revenues generated from an increase in funding from HUD and development fees. This is a reflection of HUD's view on the need for housing.

Of that total, other non-federal earned revenue includes: Local Projects housing portfolio totaling \$632,489 and Development \$750,000. County estimated contributions of \$90,960 and \$181,011 to the Central Office and Development, respectively, are additional sources of non-federal funds.

Expenditure Summary

Total expenditures are estimated to be \$22,945,188. The total operating surplus for this year is projected to be \$104,524. Of this surplus, \$153,157 is from Public Housing. Vouchers and Central Office (Administration) are budgeted to lose <\$558,622> which is offset by Local Projects and Development which show a combined surplus of \$509,989.

We continue to work diligently to identify and implement opportunities to reduce program delivery costs and streamline operations in program areas where expenditures exceed revenue.

Significant Issues & Changes

HUD funding dramatically impacts HACC's budget. An example is the Voucher Program which continues to receive from HUD a proration between 70% and 80% of allowable administrative fees. HACC has reduced Voucher frontline FTE's in past budgets in response to these cuts. This has resulted in an increased workload of about 120% of the industry standard for Section 8 administration. The Capital Fund for public housing physical repairs has been reduced from past levels.

Development fees for Easton Ridge are expected to be in the range of \$300,000 – \$350,000. After FY18-19, until the Home loan of \$860,000 is paid off in approximately 3 years, there will not be any cash flow available from Easton Ridge.

Low Rent Public Housing (LRPH)

Three Property Managers are responsible for management of 545 units of federally subsidized public housing in five Asset Management Property groupings. Each property manager is responsible for a portfolio of housing ranging from 200 to 213 units. To support the operations of the housing, each Property Manager has a staff of maintenance personnel and administrative support. Staff performs wait list management, unit leasing of new residents, grounds and unit maintenance, oversight of landlord/tenant issues, provision of resident services, and annual recertification of resident income per HUD guidelines to maintain housing eligibility.

Voucher Program

The Voucher staff oversees the issuance of 1,681 rent subsidy vouchers for eligible clients to use in the rental of housing from private landlords who participate in the voucher program. To support this activity, staff manages waiting list and preferences, performs on-site rental inspections to meet housing quality requirements, issues vouchers to clients once eligibility requirements are met, responds to landlord/client issues, and recertifies each resident's income annually per HUD guidelines to maintain housing eligibility.

Local Projects

Local Projects includes HACC owned housing units that are self-managed or third-party managed that are not part of the Public Housing portfolio. Third-party managed units include Arbor Terrace in Molalla and Easton Ridge in Clackamas, managed by M.L.K. Property Management and Quantum Property Management, respectively. Self-managed units include 11 units of family affordable housing and 55 units of special needs housing either managed by HACC or leased to the County or to a third-party service provider.

Resident Services

Resident Services programs promote the development of local strategies to assess the needs of Public Housing and Section 8 residents and then coordinate available resources in the community to meet those needs.

These services enable participating families to increase earned income, reduce or eliminate the need for welfare assistance, and make progress toward achieving economic independence and housing self-sufficiency. For elderly or disabled residents, the program helps improve living conditions and enable residents to age-in-place. For low-income families the program provides opportunities for education, job training, counseling and other forms of social service assistance.

HACC received HUD grants for Resident Services in both major programs. In Public Housing this is the Resident Opportunities and Self Sufficiency (ROSS) Grant Program. In Section 8, it's the Family Self-Sufficiency (FSS) Program. The total budget for both grants annually is \$181,000.

Development

HACC is adding a Development Manager to oversee all of the development activities that involve HACC funding or impact HACC properties. The Development Manager will work with the Development Coordinators to manage projects, explore new developments, and facilitate the planning and pre-development meetings associated with the potential sale and/or redevelopment of HACC Public Housing properties.

Central Office

The Central Office oversees the administrative operations of the agency. Functions include the Executive Director who provides general oversight; the Housing Asset Manager, who oversees Low Rent Public Housing (LRPH), Local Project, and Tax Credit property, the Finance Manager who oversees HACC's finances and financial reporting requirements, and the Administrative Services Supervisor who oversees office staff and is responsible for administering special HACC projects and activities.

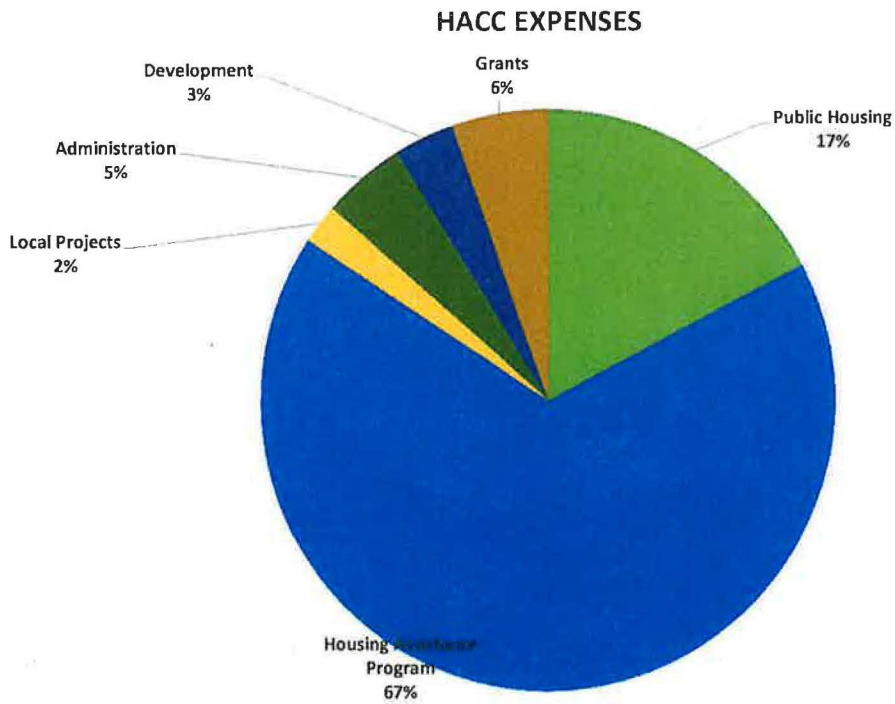
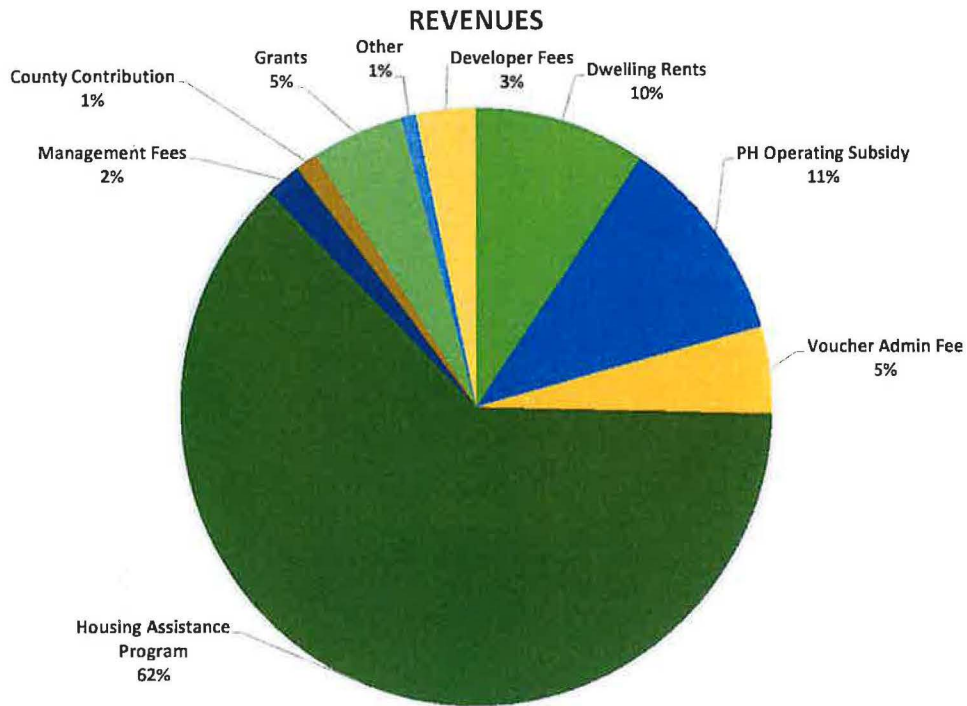
Grants

Grants are focused primarily in two areas. First, HUD provides an annual Low Rent Public Housing Capital Fund grant for the renovation and modernization of public housing. Second, HUD provides a grant for permanent supportive housing, called Shelter Plus Care, for disabled homeless residents coming off the Coordinated Housing Assessment waitlist.

Housing Authority of Clackamas County
All Programs Budget
Fiscal Year 2018/2019

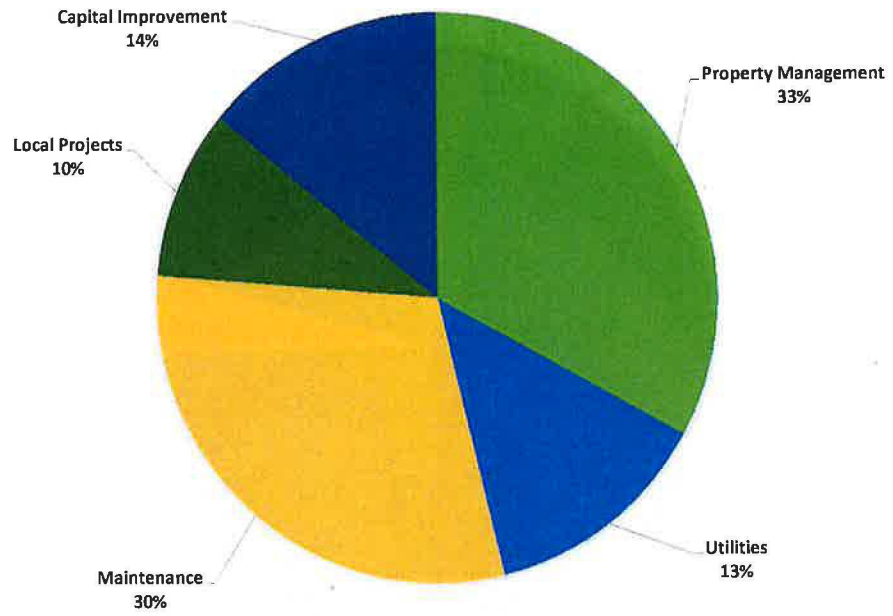
	Low Rent Public Housing	Vouchers	Local Projects	Central Office	Development	Grants	FY19 Total	FY 2018 6/30/2018 Budget	FY 2017 6/30/2017 Budget	\$ Change from Prior Year Budget	% Change from Prior Year Budget
Revenue:											
Dwelling rent	1,621,481		601,768				2,223,249	1,896,896	1,837,557	326,353	17.20%
Vacancy loss	(40,600)		(6,602)				(47,202)	(58,140)	(51,464)	10,938	-18.81%
Other tenant income	120,338	34,000	5,745				160,082	128,603	130,151	31,479	24.48%
Operating subsidy	2,249,027	1,074,182		159,641		200,500	3,683,350	3,289,044	3,227,915	394,306	11.99%
Housing assistance payments		14,016,790				387,744	14,404,534	12,214,586	12,764,281	2,189,948	17.93%
Mgmt fees				455,626			455,626	453,705	431,738	1,921	0.42%
Interest income	931	-	20,000	-			20,931	23,295	28,980	(2,364)	-10.15%
County contribution			-	90,960	181,011		271,971	90,960	90,960	181,011	199.00%
Grant revenue	173,500	92,700			224,000	656,905	1,147,105	888,423	1,106,000	258,682	29.12%
Other/In-kind	7,714		11,578	-	750,000	-	769,292	693,862	36,070	75,430	10.87%
TOTAL REVENUE	4,132,391	15,217,672	632,489	706,227	1,155,011	1,245,149	23,088,939	19,621,234	19,602,188	3,467,705	17.67%
ADMINISTRATIVE EXPENSE:											
Salaries	513,607	654,780	47,867	437,900	256,216	8,629	1,918,999	1,701,019	1,590,682	217,980	12.81%
Employee benefits	292,479	408,982	19,835	240,400	141,395	5,231	1,108,321	1,007,673	886,518	100,648	9.99%
Legal fees	19,250	2,250	1,817	500	5,000		28,817	29,896	30,602	(1,079)	-3.61%
Staff training/travel	13,500	7,750	385	7,500	6,000	-	35,135	22,685	18,217	12,450	54.88%
Auditing fees	22,826	13,831	1,054	7,322	500		45,534	44,400	48,957	1,134	2.55%
Other administrative expenses	192,754	196,732	181,602	376,278	365,900	-	1,313,266	1,223,059	726,335	90,207	7.38%
Management fee expense	455,626	-	-	-	-	-	455,626	453,708	361,153	1,918	0.42%
TOTAL ADMINISTRATIVE	1,510,042	1,284,325	252,560	1,069,900	775,011	13,860	4,905,698	4,482,440	3,662,464	423,257.87	9.44%
TENANT SERVICES:											
Salaries	16,927	53,432				41,441	111,800	108,016	106,939	3,784	3.50%
Benefits	11,572	38,127				28,332	78,031	75,060	68,580	2,971	3.96%
Other	31,000	-				39,227	70,227	31,000	150,738	39,227	126.54%
TOTAL TENANT SERVICES	59,499	91,560	-	-	-	109,000	260,058	214,076	326,257	45,982	21.48%
UTILITIES:											
Water	175,418		7,136				182,554	171,689	160,994	10,865	6.33%
Sewer	403,266		24,798				428,064	413,170	354,952	14,894	3.60%
Electricity	92,502		7,749	6,450			106,701	119,090	127,922	(12,389)	-10.40%
Gas	24,095			1,896			25,991	33,871	44,965	(7,880)	-23.26%
TOTAL UTILITIES	695,281	-	39,682	8,346	-	-	743,310	737,820	688,833	5,490	0.74%

HACC 2018-2019 Budget



HACC 2018-2019 Budget

PUBLIC HOUSING EXPENSES



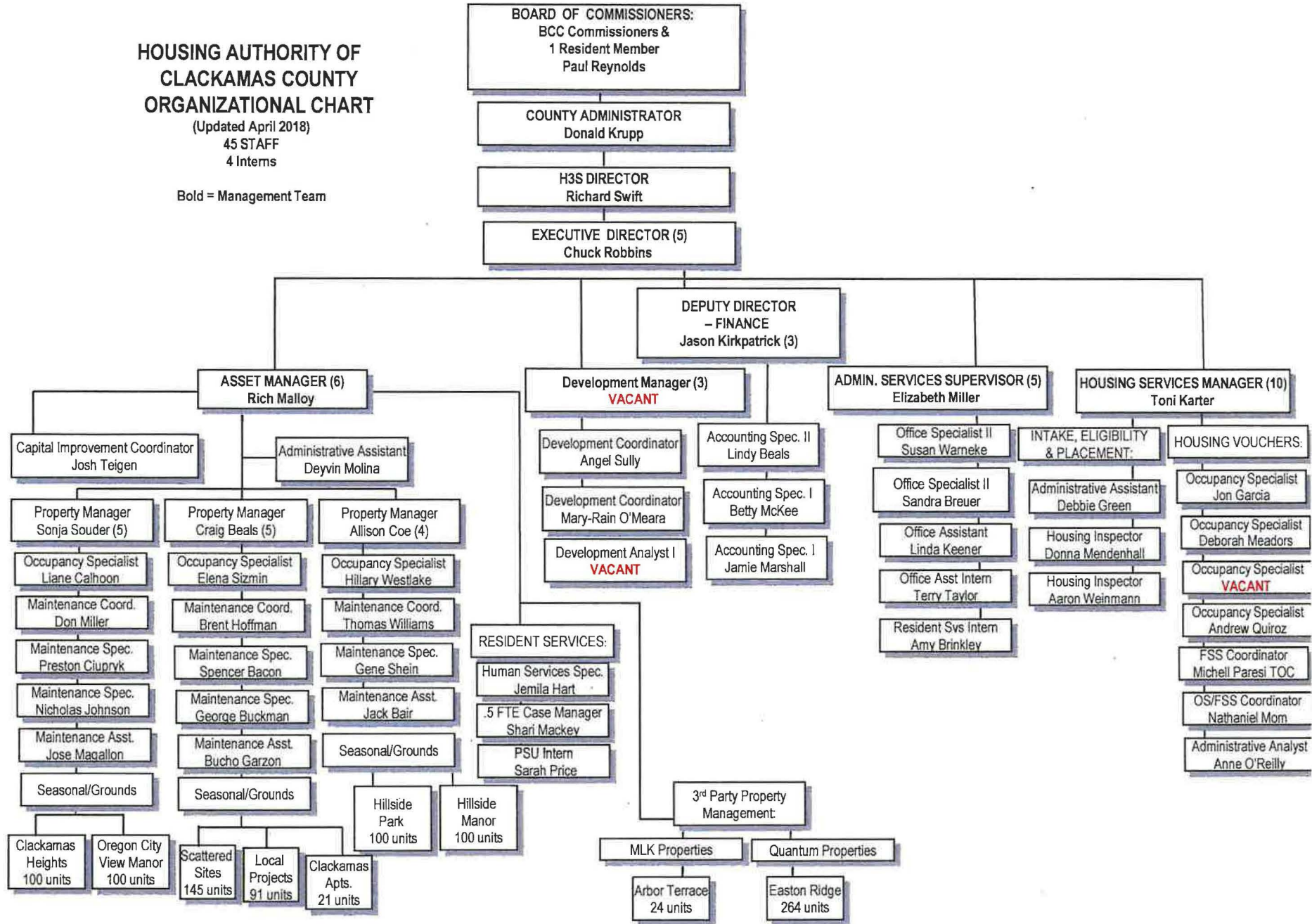
Housing Authority of Clackamas County
Public Housing Budget

	Clackamas Heights (501)	Scattered Sites (502)	Hillside Park (503)	OCVM (504)	Hillside Manor (505)	Public Housing FY19 Total
INCOME:						
Dwelling rent	256,594	617,779	243,279	192,343	311,486	1,621,481
Vacancy loss (3%)	(5,000)	(15,000)	(6,600)	(4,500)	(9,500)	(40,600)
Other tenant income	17,805	35,184	18,323	30,341	18,686	120,338
Operating subsidy	472,957	556,222	374,501	508,843	336,504	2,249,027
Interest income	79	499	206	53	94	931
Grant revenue	31,835	46,160	31,835	31,835	31,835	173,500
Other/Inkind	-	-	-	-	7,714	7,714
TOTAL REVENUE	774,270	1,240,844	661,544	758,915	696,819	4,132,391
ADMINISTRATIVE EXPENSE:						
Salaries	89,357	156,458	88,767	90,259	88,767	513,607
Employee benefits	51,742	84,652	51,910	52,264	51,910	292,479
Legal fees	5,000	5,000	1,000	3,000	5,250	19,250
Staff training/travel	2,250	2,250	2,250	2,250	4,500	13,500
Auditing fees	4,294	6,735	3,752	4,294	3,752	22,826
Other administrative expenses	35,752	46,340	28,984	38,886	42,792	192,754
Management fee expense	85,030	120,372	84,600	80,904	84,720	455,626
TOTAL ADMINISTRATIVE	273,424	421,806	261,263	271,858	281,690	1,510,042
TENANT SERVICES:						
Salaries	3,105	4,506	3,105	3,105	3,105	16,927
Benefits	2,123	3,081	2,123	2,123	2,123	11,572
Other	10,000	4,500	6,000	5,000	5,500	31,000
TOTAL TENANT SERVICES	15,228	12,087	11,228	10,228	10,728	59,499
UTILITIES:						
Water	30,350	60,308	27,723	39,005	18,031	175,418
Sewer	83,404	94,528	61,816	99,547	63,972	403,266
Electricity	15,457	1,775	2,942	7,704	64,625	92,502
Gas	1,321	581	803	731	20,659	24,095
TOTAL UTILITIES	130,532	157,191	93,284	146,987	167,287	695,281
MAINTENANCE:						
Labor	117,537	223,022	91,129	118,725	91,129	641,542
Benefits	75,050	157,379	64,495	75,808	64,495	437,228
Materials	32,743	45,086	17,715	21,497	16,875	133,916
Garbage contracts	37,954	55,399	27,575	30,337	7,442	158,707
Other contracts	23,639	95,575	24,400	20,901	29,805	194,319
TOTAL MAINTENANCE	286,922	576,461	225,315	267,267	209,746	1,565,712
GENERAL EXPENSES:						
Insurance	14,400	22,400	11,450	15,200	13,750	77,200
Payment in Lieu of Taxes	7,500	32,000	13,500	4,500	14,000	71,500
TOTAL GENERAL EXPENSES	21,900	54,400	24,950	19,700	27,750	148,700
OTHER EXPENSES:						
TOTAL OTHER EXPENSES	-	-	-	-	-	-
TOTAL EXPENSES	728,006	1,221,945	616,040	716,040	697,202	3,979,234
OPERATING SURPLUS (DEFICIT)	46,264	18,899	45,504	42,874	(383)	153,157

HOUSING AUTHORITY OF CLACKAMAS COUNTY ORGANIZATIONAL CHART

(Updated April 2018)
45 STAFF
4 Interns

Bold = Management Team



PHA Board Resolution
Approving Operating Budget

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 07/31/2019)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: Housing Authority of Clackamas County PHA Code: OR001

PHA Fiscal Year Beginning: 7/1/2018 Board Resolution Number: 1931

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- Operating Budget approved by Board resolution on: 06/21/2018
- Operating Budget submitted to HUD, if applicable, on:
- Operating Budget revision approved by Board resolution on:
- Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: Jim Bernard	Signature:	Date:
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MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

June 21, 2018

PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Presentation Announcing Damascus Excess Moneys Distribution

Purpose/Outcomes	Update the Board of County Commissioners on the Damascus Excess Moneys Distribution.
Fiscal Impact	None
Funding Source	N/A
Duration	N/A
Previous Action	None
Strategic Plan Alliance	1. Building public trust through good government
Contact Person	David Bodway, Finance Manager – Department of Finance 503-742-5424

BACKGROUND

Residents of the former City of Damascus voted to disincorporate on May 17, 2016. Formal disincorporation occurred on July 18, 2016.

Beginning July 18, 2016, the total funds transferred to Clackamas County equaled \$8,398,558. These funds were used and distributed per Oregon House Bill 3086 as follows: \$3,000,000 was placed in a special County account and used to pay certain obligations related to transitioning Damascus employees to the County payroll (for up to one year), the continuation of law enforcement, and other services that were integrated into the County's structure, \$2,854,339 (remaining fund balances for the road and street funds at time of disincorporation) was designated for exclusive use on roads within the former City, and \$2,544,219 was set aside to distribute back to taxpayers who met certain criteria.

Now that all financial obligations have been realized and satisfied, and in accordance with Oregon House Bill 3086, unspent money will be distributed back to property taxpayers (who meet certain criteria outlined below) based on previous property taxes paid.

According to Oregon House Bill 3086, excess moneys transferred to Clackamas County shall be distributed by the County to each person that:

- Owned taxable property as of June 30, 2016
- For which property taxes were paid in full to the City of Damascus for the property tax year beginning on July 1, 2015

- In an amount determined by multiplying the amount of all excess moneys to be distributed by the ratio of the cumulative amount of ad valorem property taxes certified by the City and paid with respect to the property owned by the person for the property tax years beginning on July 1, 2013, and ending on June 30, 2016
- To the cumulative amount of ad valorem property taxes certified by the City and paid with respect to property owned by all persons eligible for the distribution for the property tax years beginning on July 1, 2013, and ending on June 30, 2016

Please note, a distribution is not required if the amount of the distribution is \$10 or less.

Preliminary figures show the dollars to be distributed back to property taxpayers will equal \$3,752,140.20. This figure is comprised of the original \$2,544,219, interest earnings of \$94,090.37, miscellaneous credits of \$62,657.77 and the County efficiently needing to spend only \$1,948,826.94 of the \$3,000,000 that had been set aside to pay obligations.

After the commission presentation the following will occur in order between June 21 and June 26:

- Web update to Damascus page <https://www.clackamas.us/damascus>
- Home page block on the website will be added that links to the content on the Damascus page
- Press release
- Targeted Facebook post to 97055 (the Damascus zipcode) linking to the web content
- Targeted Nextdoor post to 97055 (the Damascus zipcode) linking to the web content

A letter explaining the money distribution will accompany the check on or around July 23, 2018. Questions will be directed to Assessment & Taxation at (503) 655-8671 or damascusrefund@clackamas.us.

RECOMMENDATION

No recommendation is needed.

Respectfully submitted,



David Bodway, Finance Manager
Department of Finance

June 21, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Public Hearing on the Proposed Section 108 Loan Pool Application to the
U.S. Department of Housing and Urban Development (HUD)

Purpose/Outcomes	A Public Hearing before the Board of County Commissioners to accept testimony on the proposed Section 108 Loan Pool application to HUD. Board approval of the Section 108 Application to HUD.
Dollar Amount and Fiscal Impact	Application for \$11,100,000 Section 108 Loan Guarantee funds to establish a loan pool for eligible community development projects.
Funding Source	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) Section 108 program No County General Funds are involved.
Duration	NA
Previous Board Action	BCC Policy Session on February 13, 2018
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins, Community Development Director - (503) 655-8591
Contract No.	N/A

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests a public hearing before the Board of County Commissioners (BCC) to receive public testimony and to approve the Section 108 Application. This public hearing will satisfy a U.S. Department of Housing and Urban Development (HUD) requirement that the public be given an opportunity to review and comment on the Section 108 Application. The U.S. Department of Housing and Urban Development (HUD) Section 108 Loan Guarantee Program provides communities with a source of financing for large economic development, housing rehabilitation, public facility, and physical development projects. The funds can be used by a designated public entity to undertake eligible projects, or, alternatively, can be loaned to third party developers to undertake the projects.

HUD requires that current and future CDBG allocations be used as security for the loan. However, the primary goal is to award Section 108 funds to projects that have sufficient cash flow to repay the loan without any need for repayment from CDBG dollars. The size of the loan pool is calculated as 5 times the Clackamas County CDBG annual allocation which would amount to approximately \$11 million.

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www.clackamas.us

The Housing and Community Development Division (HCD) application to HUD for Section 108 funds if approved by HUD would create a loan pool for:

- Acquiring property for affordable housing
- Rehabilitating publicly owned affordable housing projects
- Developing public facilities such as health centers, service centers and foodbanks

The draft Section 108 Application was posted for public review and comment on May 9, 2018 and a public meeting was advertised and held on May 23rd. The comment period will have been open for 42 days on June 21.

Section 108 follows the same regulatory and project eligibility requirements of the CDBG Program which can be found at this website: <https://www.hudexchange.info/programs/section-108/>

Section 108 funded projects/activities must comply with all CDBG rules including:

- At least 70% of funds directed to Low/Moderate Income (LMI) populations
- Environmental review
- Davis Bacon (prevailing wages)
- Uniform Relocation Act
- Office of Management and Budget circulars, as applicable
- Fair housing/equal opportunity
- Lead Based Paint

Each individual project loan that requests funds from the proposed Section 108 Loan Pool would be submitted to the Board of County Commissioners for approval prior to submittal to HUD. Project loans would be funded by the Section 108 Program and loan repayments, including principle, interest and fees would be made by the borrowing entity.

Each project loan would have a 20-year term with an initial interest rate that is variable based on the London Inter Bank Offered Rate (LIBOR) until the loan becomes permanent with a fixed interest rate based on U.S Treasury Yields with a current interest rate of approximately 3%.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners take the following actions:

- 1) Hold a Public Hearing to accept testimony on the Proposed Section 108 Loan Pool Application;
- 2) Direct the Housing and Community Development Division staff to make any changes necessary as a result of the Board's consideration of testimony to the Proposed Section 108 Application to prepare the application for submittal to HUD; and
- 3) Direct the Housing and Community Development Division staff submit the Section 108 Application to HUD.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services Department

Attachments:

Public Notices

Section 108 Loan Pool Application (Draft)

PUBLIC HEARING

The Clackamas County Board of County Commissioners will hold a

PUBLIC HEARING

At the Public Services Building

Hearings Room - 4th Floor, Room 409

2051 Kaen Road, Oregon City, Oregon

Thursday, June 21, 2018 at 10:00 A.M.

Clackamas County ("County") seeks to establish a loan pool of approximately \$11 million under the Section 108 Loan Guarantee Program administered by the U.S. Department of Housing and Urban Development (HUD) under 24 CFR 570, Subpart M – Loan Guarantees.

A Public Hearing with the Board of County Commissioners will be to receive testimony from citizens on the Section 108 Draft Application to HUD. The Section 108 Application is scheduled to be submitted to HUD by June 30, 2018. The draft application is available for review at the posted here: <http://www.clackamas.us/communitydevelopment/>

This Public Hearing will close the public comment period on the Section 108 Application. Any comments received at the public hearing will be included with the County's Section 108 Program application that is submitted to HUD. For more information on the Section 108 Application process contact Mark Sirois at 503-655-8591.

Reasonable accommodation will be provided for any individual with a disability

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting the Section 504 Coordinator. Determinations on requests for reasonable accommodation will be made on a case-by-case basis. All requests must be made at least 5 days before the meeting date.

Contact: Chuck Robbins, Clackamas County Community Development, 2051 Kaen Road, Suite 245, Oregon City, Oregon 97045. Telephone: (503) 655-8591. E-Mail: chuckrob@co.clackams.or.us.

Clackamas County, Oregon



SECTION 108 LOAN GUARANTEE PROGRAM APPLICATION FOR THE

Housing and Community Development LOAN FUND

(Submittal – June 30, 2018)

Jim Bernard, Chair
Board of County Commissioners

Prepared by:

The Department of Health, Housing and Human
Services, Housing and Community Development
Division.



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SUMMARY

Clackamas County ("County") seeks to establish a loan pool not to exceed \$10 million under the Section 108 Loan Guarantee Program administered by the U.S. Department of Housing and Urban Development (HUD) under 24 CFR 570, Subpart M – Loan Guarantees.

These funds, if approved, will be utilized throughout Clackamas County under a range of eligible activities targeted to support affordable housing and community development projects to support low/moderate-income households and to deliver positive economic benefits for the County. Funding decisions will be guided by the 5-Year Consolidated Plan and the HUD approved Assessment of Fair Housing (AFH) Plan.

A Section 108 Loan Guarantee Program in Clackamas County will provide a valuable resource to ensure future projects of benefit to the County, particularly those where funding may otherwise be unavailable. The flexibility of a loan pool will allow the County to capitalize on the goals and objectives contained in our Consolidate Plan and AFH Plan as well as on the strengths and innovation of our residents and businesses.

This document, consisting of a narrative as well as required attachments, constitutes the formal application to HUD for Section 108 Loan Guarantee funds.

APPLICATION NARRATIVE

ADMINISTERING AGENCY

The Housing and Community Development Division administers the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnerships Program (HOME) funding on an annual entitlement basis from the U.S. Department of Housing and Urban Development (HUD). The County is governed by the Board of County Commissioners who approve all HUD-funded projects including proposed Section 108 Loans. The Community Development Policy Advisory Board (PAB) consisting of representatives from each county jurisdiction, also reviews and approves proposed CDBG projects and any Section 108 loans prior to Board review. The Department of Health, Housing and Human Services, Housing and Community Development Division is the designated agency administering HUD funds on behalf of Clackamas County.

The Board of County Commissioners has adopted a strategic plan titled Performance Clackamas which is modeled on a process known as Managing for Results. Performance Clackamas focuses on measurable goals encompassed by five strategic priorities:

- Build public trust through good government
- Grow a vibrant economy
- Build a strong infrastructure
- Ensure safe, healthy and secure communities
- Honor, utilize, promote and invest in our natural

The mission of the Department of Health, Housing and Human Services is "promoting and assisting individuals, families, and communities to be healthy, safe, and to thrive.

The Housing and Community Development Division focuses on projects and activities that promote decent housing and suitable living environments, increase the availability of affordable permanent housing, help homeless persons and those at risk of homelessness to obtain appropriate housing, preserve the affordable housing stock, improve the safety and livability of neighborhoods, and increase access to public

facilities and services.

GEOGRAPHIC AND DEMOGRAPHIC CHARACTERISTICS

Clackamas County is an urban and rural county within the Portland/Vancouver metropolitan statistical area (MSA) with a population of 401,515 people with a median age of 41.5 and a median household income of \$69,629. The County includes 14 cities and large areas of unincorporated residential areas. Between 2014 and 2015 the population of Clackamas County grew from 394,972 to 401,515, a 1.66% increase and its median household income grew from \$65,316 to \$69,629, a 6.6% increase.

Clackamas County is one of the most economically diverse counties in Oregon by being home to the 3 highest per capita income cities in the state as well to 2 of the lowest per capita income cities. The median property value in Clackamas County is \$336,200, and the homeownership rate is 69.3%.

The population is 82.7% White, 8.52% Hispanic, and 4.3% Asian. The largest universities in Clackamas County are Clackamas Community College, with 1,216 graduates, Pioneer Pacific College, with 643 graduates, and Marylhurst University, with 487 graduates.

Several areas in the County are recognized under the Hamlets and Villages program, which is a grassroots, citizen-driven program developed by the County. The hamlets are Beaver Creek, Molalla Prairie, Mulino and Stafford and the single village is the Villages at Mt. Hood. Clackamas County is a mixture of urban and rural. Agriculture is an important industry occupying much of the County. Eastern Clackamas County is dominated by Mt. Hood and the Mt. Hood National Forest.

While many of the cities have been long-established, areas of the County, particularly in the northwest, share the regional opportunities for employment and housing, which spill across geographic boundaries. Commuting is a fact of life for many people who live or work in Clackamas County. At present commuting is dominated by cars, but the region's light rail system has been extended into the County's northwest edge and will extend further in years to come. The County encourages transit-oriented development, but the ease of commuting has impacted development in the County, as elsewhere.

Clackamas County Housing and Community Development Division (HCD) consults directly with local governments (14 cities and towns in Clackamas County) regarding public facilities and infrastructure projects through the Community Development Policy Advisory Board (PAB). Adjacent governments including City of Portland, Multnomah County and Washington County are contacted regularly regarding public meetings and community development policy.

SECTION 108 STRATEGY: PRIMING THE COUNTY'S HOUSING AND COMMUNITY DEVELOPMENT PUMP

Introduction

The County will use the Section 108 Loan Pool, in accordance with 24 CFR 570, Subpart M – Loan Guarantees, to fund projects located within Clackamas County that provide clear housing and community development benefits to low- and moderate-income persons and their communities. The Section 108 Loan Pool will represent a new tool that the County can use to support housing and community development projects. Funds will be utilized to support a wide range of CDBG-eligible activities contingent upon evolving local needs, and available resources.

The Section 108 Loan Guarantee, if HUD-approved, will result in lending for housing and community development in Clackamas County. In doing so the loan fund will further the Clackamas County HCD's affordable housing preservation and permanent supportive housing goals within the 2017-2021 Consolidated Plan and the 2018-2019 Action Plan. The County will employ the loan fund to further these goals:

Priority Need #1: Affordable Housing

- Goals: Development of New Affordable Units
- Preserve existing affordable housing units
- AFH Goal: Increase accessibility to housing

Priority Need #2: Homelessness

- Goals: Increase Resident Services in affordable housing complexes
- Homeless Assistance

Priority Need #3: Non-housing Community Development

- Goals: Development of public facilities available to low- and moderate-income families
- Encourage mixed use development

- Goals: Community Facility Improvements and Economic Development
- Assist with the development of job-creating activities and facilities
- Increase employment opportunities for low and moderate income persons

Funding Request

Clackamas County may apply for Section 108 Loan Guarantee funds in an amount of up to five times its current approved Community Development Block Grant (CDBG) entitlement allocation. The County is currently requesting \$11,100,000 million in Section 108 Loan Guarantee funds, in accordance with 24 CFR 570, Subpart M – Loan Guarantees, to establish a housing and community development loan pool.

Target Area

Section 108 Loan Guarantee funds will be for projects throughout the County for the benefit of Clackamas County low and moderate-income residents. However, program area Requests for Proposals may target specific low income neighborhoods and recently identified Opportunity Zones in Clackamas County.

National Objectives and Public Benefit Standards

In accordance with HUD's CDBG regulatory requirements at 24 CFR 570 including 24 CFR 570, Subpart M- Loan Guarantees, all Section 108 funded activities will be based upon the "benefit to low- and moderate-income persons" or "LMI" national objective, also known as the "primary" national objective. As such, at least eighty (80) percent of CDBG funds including Section 108 dollars will be utilized to the benefit of low- and moderate-income persons. The County will employ one to three of the following allowable national objective activity subcategories as applicable by eligible activity type:

- Low/Mod Area Benefit (LMA) - Activity will benefit all residents in a particular area, where at least

- 51 percent of the residents are LMI persons
- **Low/Mod Limited Clientele (LMC)** - At least 51 percent of the beneficiaries of the activity have to be LMI persons
- **Low/Mod Job Creation/Retention (LMJ)** – Activity will create or retain permanent jobs, at least 51 percent of which (computed on a full-time equivalent basis) will be made available to or held by LMI persons

Performance Measurement Framework

In accordance with HUD’s performance measurement framework, all Section 108 funded activities will be based upon all three national objectives as well as the related outcome of “improved availability/accessibility” as noted below:

Objectives	Goals	Outcome
		Availability
Creating a suitable living environment	Development of public facilities Increase services for low income persons	\$4,100,000
Providing decent housing	Develop new affordable housing, preserve existing affordable housing	\$6,000,000
Creating economic opportunities	Increase employment opportunities	\$1,000,000

Proposed Activities and Eligible Uses

The County is proposing a broad use of Section 108 financing based upon various eligible activities that will meet the requirements of 24 CFR 570 including 24 CFR 570, Subpart M – Loan Guarantees. The County understands that guaranteed loan funds may not be used to reimburse the CDBG program account or line of credit for costs it has previously incurred and paid with CDBG grant funds or program income.

The Section 108 loan pool investment strategy will be built around five forms of housing and community development. In doing so the loan fund will further the Clackamas County HCD's affordable housing preservation and permanent supportive housing goals within the 2017-2021 Consolidated Plan. An additional goal of job creation activities would be added to the Consolidated Plan once this Section 108 application is approved by HUD. The County will employ the loan funds to assist projects that further one or more of these five forms of housing and community development activities:

1. Acquisition of real property.
2. Housing rehabilitation - Publicly owned affordable housing projects.
3. Mixed-Use Commercial and Retail and Multi-Family Rental Development, are known as livable and walkable “places” with a high quality of life and revenue producing capabilities.
4. Development of public facilities such as health centers, service centers and foodbanks.
5. Job Creation Activities.

Following are descriptions of these five project types that the County expects to include in a Section 108

Loan Pool. Any projects selected by the County shall meet underwriting criteria including project readiness, proven development capacity, and anticipated completion within a reasonable time frame from the approval date.

1. Acquisition of real property. The County has developed a Housing Advisory Board as well as a Housing Leadership Committee to address the housing affordability crisis, propose policies and guide housing development planning. The Housing Authority of Clackamas County has begun the process of re-developing 2 public housing developments. The County has identified that over 20,000 low income persons are at risk of losing their homes due to being severely rent burdened. The County is working with non-profit and for-profit housing developers to build more affordable, rent restricted housing units to ease the rent burdens on low income households. Development of new housing units requires the purchase of buildable land which is also in high demand by private housing developers and investors. The County will use Section 108 loan funds to more quickly purchase land when it becomes available for purchase to build affordable housing units. Eligible activity citations: 570.703(a) (acquisition); 703(b) (rehabilitation of real property); 703(e) (clearance, demolition) and 703(f) (site preparation).

2. Housing Rehabilitation. Both private low income affordable housing units and public housing units are facing a backlog of deferred maintenance and needed property upgrades to secure the financial viability of these housing units. Preservation of existing affordable housing stock is one the most cost effective uses of public investments to maintain housing stability for low-income and elderly households. As private housing units once built with public funding to ensure affordability become available for sale in the private market, affordable (rent restricted) units may be lost to the private housing market unless these units are purchased by a non-profit housing agency or a private agency with public funding to preserve the housing as affordable (rent restricted) to low income individuals, elders and families. Eligible activity citations: 570.703 (b) (rehabilitation of real property); 703(d) (relocation) 703(h) (housing rehabilitation); and 703(l) (public facilities).

3. Mixed Use Commercial/Retail/Multi-Family Rental Development: Prospective mixed use developers working in opportunity zones and low income communities may need Section 108 guarantee assistance to become financeable for traditional debt providers. The County will encourage these projects in anticipation of commercial/retail developers being large job generators, particularly of non-professional positions generally held by low to moderate income persons. By financing commercial and retail development simultaneously with residential units, affordability is enhanced without 100 percent subsidized housing which generally requires greater public investment and is less sustainable over time. Eligible activity citations: 570.703 (a) acquisition); 703(b) (rehabilitation of real property); 703(e) (clearance, demolition); 703(f) (site preparation) (h) (housing rehabilitation); and (l) (public facilities).

4. Development of Public Facilities: Health centers, service centers and foodbanks often have gaps in funding for capital improvement projects or initial construction. Clackamas County has a large population living in unincorporated areas with a need for public facilities and services. Public facility needs identified during the community needs assessment for Clackamas County include Homeless Facilities, Domestic Violence (services) Facilities, Mental Health Facilities, Senior Centers and Abused/Neglected Children Facilities. Eligible activity citations: 570.703 (a) acquisition); 703(b) (rehabilitation of real property); 703(e) (clearance, demolition); 703(f) (site preparation) (h) (housing rehabilitation); and (l) (public facilities).

5. Job Creation Activities: County residents that are in low income households need opportunities to increase their wages to maintain secure homes and increase their self-sufficiency. Section 108 loan funds may be made available for the purposes of increasing employment opportunities for low- and moderate-income residents of the County. Eligible activity citations: 703 (i) (economic development); 570.203 and 204 (community economic development).

Identified Projects

- Arbor Terrace Apartments Project Loan for Rehabilitation
- 2 property acquisition for public facilities

Administrative Capacity

As a long-term HUD formula grantee, Clackamas County has significant experience managing affordable housing and community development programs and projects. The Housing and Community Development Division along with the County as a whole, continues to work to strengthen internal and external capacity.

Clackamas County – Housing and Community Development Division (HCD) will administer the fund and evaluate each loan proposal prior to submitting the loans to HUD. HCD managers and staff have extensive experience with HOME program loan agreements, home rehabilitation loans and Community Development Block Grant project management including conducting environmental reviews and monitoring Davis Bacon Act labor standards. HCD staff currently manage over \$8 million dollars in loan funds through HCD’s Housing Rehabilitation Program using the Community Development Manager (CDM) data base as well as HUD’s Integrated Disbursement Information System (IDIS). HCD staff also coordinate with County finance department staff to set up projects, track expenditures, record payments and to draw down funds from HUD.

All administrative costs associated with the Section 108 Loan Guarantee will be supported by a combination of Clackamas County CDBG administrative funds (within the regulatory cap) as available and eligible, loan origination fees as well as receipted program income will also support administrative costs only as allowable under the program.

Resources Leveraged

The Section 108 Loan Pool will be another tool to continue to leverage private investments and support public-private partnerships that benefit low income communities and the County as a whole. Where possible, Clackamas County will leverage existing Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnerships Program (HOME) and local government funds to ensure successful completion of projects.

Additionally, the County aims to support and supplement ongoing community, housing, and economic development efforts, active funding resources, and other existing assets throughout urban and rural areas of Clackamas County.

Project Selection

Similar to the existing process for CDBG funding, prospective funding applications will be reviewed upon the basis of weighted scoring criteria and related funding recommendations will be submitted for review and

approval by both the Policy Advisory Board (PAB) and Board of County Commissioners. The Housing and Community Development Division has several proposed projects identified that are in preliminary stages of development. A formal Request for Proposals (RFP) for each of the 5 program areas may be released upon HUD approval for additional proposed projects if needed. Contingent upon the volume and quality of responses as well as the availability of funding, additional applications may be accepted on a rolling basis at the County's discretion. Depending upon timing, notice of funding recommendations will be transmitted to HUD either via a Substantial Amendment to the Consolidated Plan.

At a minimum, Clackamas County will evaluate Section 108 loan pool funding requests based upon the following criteria:

- Project costs are reasonable;
- All sources of project financing are committed;
- To the extent practicable, funds are not substituted for non-federal financial support;
- Project is financially feasible;
- To the extent practicable, the return on the owner's equity investment will not be unreasonably high; and
- To the extent practicable, funds are disbursed on a pro rata basis with other finances committed to the project.

Financing via the County's Section 108 loan pool will be restricted to 15 percent or less in gap financing per project based upon the total development cost (TDC).

Underwriting

In evaluating proposed projects Clackamas County HCD will use the following criteria:

Proposed Costs

The analysis will compare estimated development costs to costs of similar properties. Also, the analysis will determine whether estimated development costs have been prepared by a credible third party such as a contractor or other cost estimator. Finally, the County's loan commitments for financing construction or rehabilitation will be conditioned on a final guaranteed maximum price (GMP) contract for development within the proposed budget.

Commitment of Funds

Projects seeking Section 108 loans should have conditional or firm commitments of construction and permanent financing. If private financing includes a right to adjust the interest rate after a certain point in time, the County may not permit the loan. Loan documents should contain adequate lender protections (e.g., default and cure privileges) for the County, subject to reasonable conditions of other lenders having priority over the Section 108 loan.

Need for Loan Fund Assistance

The analysis will determine whether the project can be developed feasibly with private financing alone or, in fact, requires public (Loan Fund) financial assistance to make the development feasible. The County will examine the reasonableness of a for-profit developer's fee compared to market rates and will cap at ten percent. If the for-profit developer has an ownership stake in the project, the County will also examine the reasonableness of the developer's return under cash on cash return and internal rate of return ("IRR"). Cash on cash return measures the developer's cash return on a cash investment (i.e., cash flow ÷ equity). IRR measures the rate at which the developer's investment grows over a long term period, taking into account periodic cash flows and property appreciation.

As part of such analysis, an excessive developer fee/return may be put back into the project in the form of additional equity and/or additional reserves.

Financial Feasibility- Ability to Repay

The analysis will identify the primary, secondary and, where considered necessary, tertiary sources of repayment for the loan. Key repayment risks will be analyzed in detail, including an analysis of project financial assumptions compared to actual market conditions. In the case of real estate, the analysis will compare the anticipated lease rate to similar properties. Also, the analysis will compare anticipated vacancy rates to similar properties. The analysis will also describe the projected leasing time frame to achieve project stabilization and whether reserves exist to guard against delay. If there is a balloon payment at the end of the loan term, the analysis will describe the financial condition of the property on the maturity date, the project's ability to make final payment and efforts to mitigate risk (e.g., replacement reserves to maintain the physical condition of the property).

In the case of operating business financing, the analysis will consider cash flow available for repayment after all business operating expenses. A 1.2 projected debt coverage ratio is desired, however a debt coverage ratio of may be considered if the project's financial condition supports such a lower ratio (e.g., project has commitment of financially strong tenant(s) under long term lease). Debt service reserves may also be required.

Loan to Value

Consistent with customary underwriting practice, loan to value coverage will be determined based on expected value as of project stabilization. Loan to value must be supported by an appraisal prior to funding. Section 108 project loans will target a loan to value ratio not to exceed 80 percent at project stabilization and not to exceed 100 percent of hard costs. The analysis will first use the property being financed as the sole source of value to determine the loan to value ratio. If such a calculation exceeds 80 percent, the project may then be required to include outside collateral to meet the targeted loan to value requirement. The County's security will typically be in the form of a deed of trust. In certain cases, outside guarantees will suffice for additional collateral depending on the resources and financials of the individuals or entities providing such guarantees.

Developer/Owner Commitment

Developer/owner commitment can take many forms. These commitments can include: developer/owner equity, guarantees of completion, guarantees to fund shortfalls or guarantees of minimum cash flow. The developer's financials will also be examined and analyzed.

Pro Rata Disbursement of Section 108 Funds with Other Funding Sources

It shall be the goal of the program to disburse funds on a pro rata basis with other funds being used in specific projects. Where this is not possible, the County will document the need for an alternate approach.

Program Eligibility – Public Benefit

Proposed projects will meet requirements for Section 108 eligible applicant, eligible activity and will clearly identify the public benefit(s) including CDBG national objective to be achieved.

Project Readiness to Proceed – Site Control

Applicants for loans must demonstrate evidence of ownership or site control, such as an executed option or purchase and sale agreement, as well as the readiness of the project to proceed in a timely manner upon loan approval. Such measures may take the form of building permit readiness, commitment of all other financing, development team selection and/or other measures as applicable.

Development Team Capacity and Experience

Projects to be funded should have a development team that has both the capacity and demonstrated experience to complete the project as evidenced by past projects of similar size and scope, as well as financial strength. The analysis will include:

- (i) A review of resumes of development team members,
- (ii) A list of prior comparable projects completed by development team members with a description of project size and cost,
- (iii) Whether such projects were completed on time and on budget, and
- (iv) A description of development team members' experience with public funding sources and accompanying regulations as applicable (e.g., housing tax credits, Davis-Bacon).

Loan Term

Section 108 loans shall not exceed a loan term of 20 years, with no loan to exceed the overall 20 year term of this loan fund and in no event to exceed the useful life of the asset being financed.

Payment/Amortization

Section 108 loans will be amortized over the full term of the loan (e.g., 20 year amortization for a 20 year loan) unless otherwise pre-approved by the County. Amortization greater than the term of the loan may be considered (e.g., 30 year amortization for a 20 year loan), if the anticipated financial condition of the project is sufficient to sustain a balloon payment at the end of the term.

Interest Rate

County notes guaranteed under Section 108 will initially bear a floating rate based on a formula that is presently the 90 day LIBOR (London Interbank Offered Rate) or other HUD accepted scale, as adjusted monthly, plus 20 basis points, and after inclusion in a public offering arranged by HUD, will carry a fixed rate for each maturity of principal pursuant to the public offering. The County may charge the borrower an interest rate that is higher or lower than the rate on the County's note. Any difference in the interest rate will be discussed in the underwriting analysis.

Origination Fee to County

The County may assess an origination fee of 1% of the principal amount as permissible by the program regulations. This fee shall be used to pay for the Clackamas County's direct and indirect costs in underwriting and managing the loan program.

Collateral

The County understands that should the Section 108 project loan borrowers fail to make timely payments and should the County subsequently fail to make required payments, HUD could deduct that payment from the County's annual CDBG allocation. In accepting the Section 108 Guaranteed Loan, the County will pledge

its current and future CDBG funds as security of repayment within twenty years. However, as long as repayment is remitted as agreed by third party borrowers, there is no impact to Clackamas County’s ongoing CDBG allocations. County HCD’s security interest will typically be in the form of a deed of trust. Additional security instruments employed as collateral may include real property, equipment, and other assets created from use of Section 108 financing.

Repayment

Clackamas County will provide Section 108 loan financing to third parties (entrepreneurs, public entities, developers, non- profits, etc.) who will undertake eligible activities. The County will act as the borrower and issue the guaranteed debt obligations. The County intends to issue separate HUD-guaranteed promissory notes with an individual principal repayment schedule for each project funded. The first loan is anticipated to close and receive funds within 6-12 months of formal HUD approval. Clackamas County is requesting a twenty-year repayment term. Repayment of Clackamas County’s Section 108 Loan Guarantee will be based upon remittances from third parties assisted with loan funds.

STAKEHOLDER CONSULTATION AND CITIZEN PARTICIPATION PROCESS

This Application was developed in accordance with Clackamas County’s current Citizen Participation Plan which facilitates public input and comment for all HUD-funded programming. The public consultation process for Program Year 2018 was inclusive of informational community meetings, a Community Development Policy Advisory Board (PAB) meeting, and a Board of County Commissioners (BCC) public hearing. The Draft Section 108 Application was made available to the public on May 10, 2018 via the Clackamas County website as well as on-site at Clackamas County HCD offices. Prior to PAB and BCC review, the County also solicited input from local stakeholders including representatives from local non-profit housing developers and the homeless Continuum of Care. All related public meetings as well as availability of the draft plan for public review and comment were advertised via local newspaper on May 9th and May 10th as well as the Clackamas County website and listservs. The Board of County Commissioners will hold a public hearing on June 21, 2018 to accept testimony and to close the comment period. A summary transcript of the related meetings as well as any written comments received, as available, are enclosed in this packet.

PROGRAM DEVELOPMENT TIMELINE

Clackamas County will fully develop and implement Section 108 loan financing based upon the following preliminary timelines with most tasks contingent upon HUD, Policy Advisory Board, and Clackamas County Board approval.

These milestones and deadlines are subject to change. Please note – the first individual loan application is attached to this Loan Pool application. Additional project loans will be submitted after the Loan Pool application is approved by HUD.

Prior to notification of HUD approval and joint execution of written agreements:

<i>Milestone</i>	<i>Deadline</i>
Development of RFP for project loans	2 month
Conduct Outreach and Training on Section 108 Loan Program	2 month

After to notification of HUD approval and joint execution of written agreements:

<u>Milestone</u>	<u>Deadline</u>
Selection of Proposals	3 months
County Board Review and Approval	3 months
Submittals to HUD	6 month
Initial Loan Disbursement	6-12 months

APPENDIX 1 - REQUIRED FORMS

SF 424 Application for Federal Assistance: (To be added after comment period)

Certifications: (To be added after comment period)

APPENDIX 2 - STAKEHOLDER CONSULTATION AND CITIZEN PARTICIPATION

Community Development Public Meeting: (To be added after comment period)

Board of County Commissioners Public Hearing

- Notices: (To be added after comment period)
- Minutes: (To be added after comment period)
- Board Order: (To be added after comment period)

Public Comments and Clackamas County Responses: (To be added after comment period)

APPENDIX 3 – Arbor Terrace Project Loan Application

Attached Project Loan Application

View Burden Statement		OMB Number: 4040-0004 Expiration Date: 8/31/2016	
Application for Federal Assistance SF-424			
* 1. Type of Submission: Preapplication <input checked="" type="checkbox"/> Application Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New Continuation Revision	
* If Revision, select appropriate letter(s): <input type="text"/>		* Other (Specify): <input type="text"/>	
* 3. Date Received:		4. Applicant Identifier:	
<input type="text"/>		CLACKAMAS COUNTY SECTION 108	
5a. Federal Entity Identifier:		5b. Federal Award Identifier:	
<input type="text"/>		B-18-UC-41-0001	
State Use Only:			
6. Date Received by State:		7. State Application Identifier:	
<input type="text"/>		<input type="text"/>	
8. APPLICANT INFORMATION:			
* a. Legal Name: CLACKAMAS COUNTY, OREGON			
* b. Employer/Taxpayer Identification Number (EIN/TIN):		* c. Organizational DUNS:	
93-6002286		0969926560000	
d. Address:			
* Street1:	2051 KAEN ROAD #245		
Street2:	<input type="text"/>		
* City:	OREGON CITY		
County/Parish:	<input type="text"/>		
* State:	OR: Oregon		
Province:	<input type="text"/>		
* Country:	USA: UNITED STATES		
* Zip / Postal Code:	97045-4035		
e. Organizational Unit:			
Department Name:		Division Name:	
HEALTH, HOUSING & HUMAN SERVICES		COMMUNITY DEVELOPMENT DIVISION	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix:	Mr.	* First Name:	CHUCK
Middle Name:	<input type="text"/>		
* Last Name:	ROBBINS		
Suffix:	<input type="text"/>		
Title:	DIRECTOR		
Organizational Affiliation:			
HOUSING AND COMMUNITY DEVELOPMENT DIVISION			
* Telephone Number:	503-650-8591	Fax Number:	503-655-8563
* Email:	CHUCK@CLACKAMAS.US		

Application for Federal Assistance SF-424	
<p>* 9. Type of Applicant 1: Select Applicant Type:</p> <p>B: County Government <input type="text"/></p> <p>Type of Applicant 2: Select Applicant Type: <input type="text"/></p> <p>Type of Applicant 3: Select Applicant Type: <input type="text"/></p> <p>* Other (specify): <input type="text"/></p>	
<p>* 10. Name of Federal Agency:</p> <p>US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT <input type="text"/></p>	
<p>11. Catalog of Federal Domestic Assistance Number:</p> <p>14-218 <input type="text"/></p> <p>CFDA Title:</p> <p>CDBG - COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SECTION 108 LOAN PROGRAM <input type="text"/></p>	
<p>* 12. Funding Opportunity Number:</p> <p><input type="text"/></p> <p>* Title:</p> <p><input type="text"/></p>	
<p>13. Competition Identification Number:</p> <p><input type="text"/></p> <p>Title:</p> <p><input type="text"/></p>	
<p>14. Areas Affected by Project (Cities, Counties, States, etc.):</p> <p><input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/></p>	
<p>* 15. Descriptive Title of Applicant's Project:</p> <p>APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SECTION 108 LOAN PROGRAM <input type="text"/></p>	
<p>Attach supporting documents as specified in agency instructions.</p> <p><input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/></p>	

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: <input type="text" value="1, 3, 5"/>	* b. Program/Project: <input type="text" value="1, 3, 5"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
17. Proposed Project:	
* a. Start Date: <input type="text" value="07/01/2017"/>	* b. End Date: <input type="text" value="08/30/2018"/>
18. Estimated Funding (\$):	
* a. Federal	<input type="text" value="11,100,000.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="11,100,000.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/> <input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If "Yes", provide explanation and attach	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="RICHARD"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="SWIFT"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="DIRECTOR, DEPT OF HEALTH, HOUSING & HUMAN SERV"/>	
* Telephone Number: <input type="text" value="503-650-5696"/>	Fax Number: <input type="text"/>
* Email: <input type="text" value="RSWIFT@CLACKAMAS.US"/>	
* Signature of Authorized Representative: <input type="text"/>	* Date Signed: <input type="text"/>

Add Signed Certifications Here

**HOUSING AUTHORITY OF CLACKAMAS COUNTY (HACC)
13900 S. GAIN ST., OREGON CIYT, OR**

**PROJECT-SPECIFIC APPLICATION
FOR SECTION 108 LOAN GUARANTEE**

FROM

**U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT**

FOR

**ARBOR TERRACE APARTMENTS
127 N. COLE, MOLLALA, OR 97038**

**IN THE AMOUNT OF
\$265,000**

JUNE, 2018

I. Project Description – Arbor Terrace Apartments

Sponsored by the Housing Authority of Clackamas County, (HACC), Arbor Terrace is an existing 25 unit farm worker housing project located at 127 North Cole Street, Molalla, OR 97038. Molalla is located in the eastern central area of the Willamette Valley region bounded by the Portland Metropolitan area to the north, the Cascade Mountains to the east the Eugene/Springfield Metropolitan area to the south and the Oregon Coast Mountain Range on the west. This is a rich agriculture region where farming operations grow a vast variety of fruits and vegetables. The valley is also one of the premier viticulture regions of the country and home to over 500 wineries.

Because Willamette Valley's large agricultural industry is predominately labor intensive, the demand for all types of farm workers is high, especially for migrant workers who perform manual labor in the fields. Further, since wages for farm work are typically lower than in other industries, the demand for affordable housing generally far exceeds the supply. Arbor Terrace is critical to filling this need for affordable qualified farm worker housing units.

Arbor Terrace was built in 1992 with financing provided by the United States Department of Agriculture (USDA) Rural 515 Program. The funding mix for these types of projects generally includes a USDA grant for 50% of the project and a loan for the remaining funding. At this point in the project's life the loan has been paid down about \$40,000. For families to qualify to live in farmworker housing, they must be employed in qualified farm work (e.g. USDA defines the array of farm work categories) and earn approximately \$5,500 in annual wages. The project is composed seven buildings: 6 four unit buildings and 1 one story manager's building with a leasing office. The bedroom mix includes 10 two bedroom units, 9 three bedroom units, 4 four bedroom units and two handicap accessible units. One of the two bedroom units is a manager's unit. The site includes a parking lot in the center of the property, a playground and a community garden.

Since Arbor Terrace is now just over 25 years old it is in need of substantial rehabilitation. All major interior and exterior building systems are due for replacement. The general scope of interior work includes replacement of: 1) Kitchen - cabinets countertops, plumbing fixtures (e.g. sinks), appliances, and electrical service outlets; 2) Flooring - vinyl, carpet, subflooring as needed; 3) Doors - all interior doors and entry doors including casings and hardware; 4) Water Heaters; 5) Baseboard heaters throughout. Exterior work includes replacement of: 1) Siding and sheathing as needed; 2) Windows; 3) Roofs and vents; 4) Stairway railings; 5) Parking lot resurfacing; 6) Playground renovation; and 7) Exterior accessibility standards for ramps. The project will be completed in two phases. Phase I will include interior work and some exterior work needed to meet accessibility standards under the Americans with Disabilities Act (ADA). Phase II will include the exterior rehabilitation work. This funding application applies to the interior work. Exterior work will be completed in segments over the next five years.

HOUSING AUTHORITY OF CLACKAMAS COUNTY (HACC)

Established in 1938, as the first housing authority Oregon, HACC is a mission oriented affordable housing provider celebrating its 80th anniversary this year. HACC's portfolio includes 545 public housing units, 264 low income housing tax credit units, and another 100 units that include mental health, transitional, developmentally disabled, and affordable (e.g. income restricted) housing. In addition, HACC administers approximately 1,600 Section 8 rental assistance vouchers.

HACC is currently, working on projects to convert its public housing to a voucher platform through HUD's rental assistance demonstration (RAD) program, is a general partner member in a 212 LIHTC project beginning construction in May of 2018 and is working with an industry partner in developing a 24 unit veterans housing project. In addition, HACC administers a resident services program and is a partner with multiple county divisions that assist with public health, social services, behavioral health and children and families support.

DEVELOPMENT TEAM

The development team for the proposed Arbor Terrace Apartments rehabilitation will include HACC's asset manager, an assistant and project management staff from Clackamas County Community Development Division. HACC has the capability to complete the construction drawings, preparation of bid packet, bidding and construction management in house. HACC completes rehabilitation of 20 or more units per year in its public housing portfolio. HACC also has fiscal management capacity with a finance director that is a Certified Public Accountant and procurement specialist. HACC is experienced in the specific requirements of federal procurement including Section 3 requirements, MBE & DBE contractor solicitation, prevailing wage compliance and income reporting for CDBG low income targeting requirements.

II. Sources and Uses

A. Use of Funds:

Uses of Funds	
Interior Rehab - Construction	597,450
Design - Plans	9,300
Subtotal	606,750
Admin Fee (Community Development)	18,250
Loan Fees	10,000
Total Uses of Funds	635,000

B. Sources of Funds:

Sources of Funds	
Section 108 Loan	265,000

CDBG Grant	250,000
Capital Reserve	120,000
Other	
TOTAL Sources of Funds	635,000

III. Conditions of Approval: Conditions of any commitment will include:

- **Verification of costs** – HACC will review an updated development budget based on the final rehab cost estimates.
- **Debt Coverage Ratio (DCR)** – HACC will confirm that the total amount of debt service from the permanent loan remains within an acceptable debt coverage ratio relative to the project’s stabilized Net Operating Income (NOI). DCR is measured as NOI/Total Debt Service.

IV. Conditions prior to funding:

1. The Borrower (HACC) must provide all requested due diligence documentation including but not limited to final budgets, final plans and specifications, and service agreements prior to closing.
2. Final construction contract acceptable to HACC prior to closing.
3. All conditions for the issuance of required permits met prior to closing.
4. Sponsor (HCD) will execute 20 year regulatory agreements on all projects with new funding. (Note: Declaration of covenants for farmworker housing use is permanent unless the demand or market for affordable farm worker housing ceases)
5. Sponsor (HCD) will execute any required federal regulatory agreements.
6. Completion of HUD Environmental clearance.

V. Section 108 submission requirements:

A. Community Development Objectives

The Arbor Terrace Project Loan proposal will further the Clackamas County HCD's affordable housing preservation and permanent supportive housing goals within the 2017-2021 Consolidated Plan and the 2018-2019 Action Plan. As an affordable housing rehabilitation project, the project loan will meet the following HCD Goal:

Priority Need #1: Affordable Housing

Goals: Development of New Affordable Units

Preserve existing affordable housing units

AFH Goal: Increase accessibility to housing

B. Eligibility under 24 CFR 570.703, Section 108 eligibility and criteria

Each project assisted with Section 108 guaranteed loan funds must meet one of the eligibility requirements listed in 24 CFR 570.703. Each of the projects to be assisted with the Clackamas County Housing and Community Development Loan Fund will be eligible under 24 CFR 570.703. Because the original application was for a loan pool, the individual loans will qualify under several eligible activities: 570.703(a) acquisition; (b) rehabilitation of real property; (d) relocation; (e) clearance, demolition, removal; (f) site preparation; (h) housing rehabilitation; (i) economic development activities; or (l) public facilities.

This project qualifies under uses for relocation and housing rehabilitation 570.703 (b) and (h). All of the tenants of Arbor Terrace Apartments have incomes at or below 60% of area median income (AMI), with the majority earning 40% to 50% of AMI. Income certification will be required to ensure that the affordability and income targeting restrictions are maintained in the leasing of units for an affordability period that is permanent provided the demand for affordable farm worker housing continues in perpetuity. Incomes will be reviewed and certified on an annual basis in accordance with policies and procedures prescribed by HUD, HACC and Clackamas County Community Development Division.

C. Underwriting Standards for Section 108 Assisted Projects – Project Evaluation

1. Project Underwriting – Housing and Community Development Loan Pool

a. Proposed Project Costs

HACC and HCD Staff has reviewed the proposed project costs which are based on a capital needs assessment conducted by CNA Specialists, an architectural design firm specializing in cost estimating for farm worker housing. The County's loan commitment for financing construction or rehabilitation will be conditioned on a final guaranteed maximum price (GMP) contract for development within the proposed budget.

b. Commitment of all Sources of Funds

HACC has secured a Community Development Block Grant (CDBG) funds, HACC Replacement Reserve funds and the proposed Section 108 loan to complete this project.

c. Need for Assistance

As a housing authority, the project sponsor has limited resources to contribute to the project. Further, under the USDA Rural 515 Farm Worker Housing program, the owner is responsible for operating the project but the owner's income is limited to an annual asset management fee (e.g. for Arbor Terrace the annual Asset Management fee is limited to \$7,500). Any net cash flow is retained by the project and not distributed to the owner.

d. Financial Feasibility – Ability to Repay

The project's feasibility was evaluated by the County using the underwriting guidelines adopted for the loan pool and determined to be feasible with the financing structure proposed. The two key underwriting parameters are Loan to Value (LTV) and Debt Coverage Ratio (DCR).

The project's debt capacity was also reviewed based on current budget projections. Because it is a project targeting households at or below 60% of Area Median Income (AMI), the project's 25 units generate a fairly low Net Operating Income (NOI) as compared to similar market rate projects of this size.

Arbor Terrace currently has a small first mortgage in place where the annual payments are only \$2,500 per year. With the current budget Arbor Terrace has enough projected net operating income to support an additional loan of \$265,000. The current debt service plus adding the Section 108 loan debt service would result in a debt coverage ratio of 1.25 which is acceptable by industry standards. The loan size was calculated based on a 20 year repayment term and a 3.25% annual interest rate.

e. Loan to Value

Consistent with customary underwriting practice, loan to value coverage will be determined based on expected value as of the project. The current tax records indicate a total market value of \$3,600,000. Given a loan of \$265,000 plus the existing loan from the USDA, the loan to value is under 10% of total property value.

f. Developer/Owner Commitment

HCD Housing and Community Development Loan Pool Fund will require HACC to approve a CDBG Section 108 Loan agreement, a promissory note and a trust deed to secure the Section 108 Loan Pool funds. USDA will allow a lien subordinate to their first mortgage which is only \$40,000.

- g. Pro Rata Disbursement of the Section 108 funds**
The County distributes federal funds including CDBG Section 108 and HOME funds on a draw basis.
- h. Project Readiness to Proceed**
HACC has secured a Community Development Block Grant (CDBG) and is ready to proceed with this rehabilitation project as soon as additional funding becomes available through the Section 108 loan pool.
- i. Development Team Capacity and Experience**
The development team for the proposed Arbor Terrace Apartments rehabilitation will include HACC's asset manager, an assistant and project management staff from Clackamas County Community Development Division. HACC and County staff have extensive experience with housing rehabilitation projects and procurement of construction contractors.
- l. Loan Term**
HCD Section 108 loans shall not exceed a loan term of 20 years, with no loan to exceed the overall 20 year term of this loan fund and in no event to exceed the useful life of the asset being financed.
- m. Payment/Amortization**
Section 108 loans will be amortized over the full term of the loan (e.g., 20 year amortization for a 20 year loan) unless otherwise pre-approved by the County. Amortization greater than the term of the loan may be considered (e.g., 30 year amortization for a 20 year loan), if the anticipated financial condition of the project is sufficient to sustain a balloon payment at the end of the term.

Schedule of Principal Repayment

	BALANCE	\$265,000	
Arbor Terrace			
October 1, 2018	264,214	October 1, 2028	152,729
October 1, 2019	254,622	October 1, 2029	139,459
October 1, 2020	244,714	October 1, 2030	125,752
October 1, 2021	234,479	October 1, 2031	111,592
October 1, 2022	223,906	October 1, 2032	96,966
October 1, 2023	212,985	October 1, 2033	81,856
October 1, 2024	201,703	October 1, 2034	66,248

October 1, 2025	190,049
October 1, 2026	178,010
October 1, 2027	165,575

October 1, 2035	50,126
October 1, 2036	33,471
October 1, 2037	16,268

2. Standards for evaluating public benefit

Arbor Terrace Apartments is qualified as eligible under Section 570.703(h) – housing rehabilitation as permitted under 570.202. Specifically, the project meets the requirements at 570.202(a)(1) and (b)(1) as eligible rehabilitation and preservation of “privately owned buildings and improvements for residential purposes.” Therefore, the public benefit standards at 570.209 do not apply.

D. A Description of the Pledge of CDBG Guarantee

Clackamas County understands that if the participants in this Section 108 loan fund fail to make timely payments and as a result the County fails to make a required payment on its Section 108 obligation, HUD will deduct the missed payment from the CDBG Letter of Credit and in accepting this loan guarantee, Clackamas County has pledged its CDBG funds and all other applicable grants as security for the guarantee.

Project Contacts:

Chuck Robbins, Executive Director
Housing Authority of Clackamas County
Email: Chuckrob@clackamas.us
Phone: 503-650-5666

Rich Malloy, Asset Manager
Housing Authority of Clackamas County
Email: rmalloy@clackamas.us
Phone: 503-650-3128

COPY

June 21, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Oregon State University, for
the Public Health Modernization Evaluation Plan

Purpose/Outcomes	Oregon State University (OSU) will facilitate and develop a comprehensive evaluation plan.
Dollar Amount and Fiscal Impact	Contract maximum value is \$15,000.00
Funding Source	No County General Funds are involved.
Duration	Effective upon signature and terminates on June 30, 2019
Previous Board Action	No previous Board actions
Strategic Plan Alignment	1. Health outcome disparities identified in the Community 2. Ensure safe, healthy and secure communities
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	8434

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Agreement with Oregon State University (OSU) for the Public Health Modernization Evaluation Plan

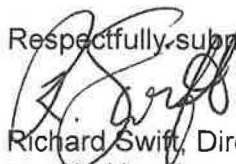
OSU will facilitate and develop a comprehensive evaluation plan to work with Oregon Health Equity Alliance's (OHEA), Infectious Disease Control & Prevention Program and The Center for Public Health Advancement to identify cultural specific groups with the Health Equity Zones, pilot an internal process of coordinating activities between work units, assess CCHD employees on changing the culture and perception of regionalization.

This contract is effective upon signature and continues through June 30, 2019. This contract has been reviewed by County Counsel on March 7, 2018.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
PUBLIC HEALTH DIVISION
AND
OREGON STATE UNIVERSTIY
College of Public Health & Human Sciences

Contract # 8434

I. Purpose

This agreement is entered into between Clackamas County Department of Health, Housing and Human Services, Public Health Division (CCPHC) and Oregon State University, College of Public Health & Human Sciences (AGENCY) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for the **AGENCY** and **CCPHD** to collaborate as Academic Health Department partners on the implementation of Public Health Modernization.

II. Scope of Work and Cooperation

A. AGENCY agrees to:

1. Facilitate and develop a comprehensive evaluation plan that includes:
 - a. Oregon Health Equity Alliance's (OHEA) work in Clackamas County identifying cultural specific groups / networks within the 10 Health Equity Zones.
 - b. Pilot of internal process of coordinating activities between Infectious Disease Control & Prevention Program with The Center for Public Health Advancement.
 - c. Assessment of CCPHD employees on changing the culture & perception of regionalization
 - d. Identifying how implementation of public health modernization differs from current state.
2. Evaluation methods must include:
 - a. Qualitative evaluation methods, including key informant interviews and/or focus groups and an open-ended survey with project team members and key stakeholders.
 - b. Quantitative outcome measurements may include the number of Hepatitis A vaccines given and an analysis of positive Hepatitis A cases reported.
3. The College of Public Health and Human Sciences will provide and mentor students that work on the evaluation team. In addition, staff from

Oregon State University, College of Public Health & Human Sciences
Intergovernmental Agreement #8434
Page 2 of 5

the OSU Extension Service will provide technical assistance on the evaluation design.

4. The College of Public Health and Human Sciences will collaborate with CCPHD's Operations Manager, Public Health Data Analyst, Infectious Disease Epidemiologist, and Population Health Epidemiologist on most aspects of data collection, analysis, and visualization.
5. The College of Public Health and Human Sciences will produce, upon the completion of the implementation plan, a final evaluation report and present its findings to the CCPHD and other project leadership.

B. CLACKAMAS agrees to:

1. Participate and provide input into the development of the evaluation plan and framework.
2. Implement the evaluation plan based on established timelines.
3. Serve as liaison with OHEA and additional external partners that support implementation of current Public Health Modernization funding.

III. Compensation

- A. CCPHD shall compensate AGENCY for satisfactorily completing activities described in Section II.A. above.
- B. The total payment to AGENCY shall not exceed **\$15,000**.
- C. Method of Payment. To receive payment, AGENCY shall submit invoices as follows:
 1. AGENCY shall submit a request for reimbursement for \$7,500. upon completion of the evaluation plan development.
 2. AGENCY shall submit a request for reimbursement of balance due \$7,500. upon completion of the final evaluation report.

The invoices shall list the contract # 8434, dates of service, number of hours billed and the total amount due for all service provided during the billing period. Invoices shall be submitted to:

Clackamas County Public Health Division
Attn: Accounts Payable
2051 Kaen Road, # 367
Oregon City, Oregon 97045

Or electronically to:

PublicHealthFiscalAP@clackamas.us

Oregon State University, College of Public Health & Human Sciences

Intergovernmental Agreement #8434

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When submitting electronically, designate AGENCY name and contract # 8434 in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided that the Program Manager, has approved the activities specified on the request for reimbursement, CCPHD shall pay the amount requested to the AGENCY.

IV. Liaison Responsibility

Philip Mason-Joyner, Operations Manager, is the liaison for CCPHD.

Gloria Krahn, Director of Health Innovation Center, is the liaison for AGENCY.

V. Special Requirements

- A. Ownership: Any products developed and/or outcomes of projects as a result of this agreement are the sole ownership of CCPHD.
- B. CLACKAMAS and AGENCY agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement with the Oregon Health Authority.
- C. Within the limits of the Oregon Tort Claims Act, AGENCY agrees to protect and save CLACKAMAS, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against CLACKAMAS' employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of AGENCY, and/or its agents, employees, subcontractors, or representatives under this agreement.

Within the limits of the Oregon Tort Claims Act, and the Oregon Constitution Article XI, Section 10, CLACKAMAS agrees to protect and save AGENCY, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against AGENCY's employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CLACKAMAS, and/or its appointed officials, agents, employees, subcontractors, or representatives under this agreement.

- D. Access to Records. Each party to this agreement, as well as the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the other

Oregon State University, College of Public Health & Human Sciences
Intergovernmental Agreement #8434
Page 4 of 5

party to this agreement which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.

- E. This agreement 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 therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VI. Amendment

This agreement may be amended at any time with the concurrence of both parties. Any changes in the proposed budget or scope of work will be negotiated between the designated liaisons. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

This agreement becomes effective upon signature and is scheduled to terminate **June 30, 2019**.

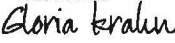
This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

This agreement consists of seven (7) sections plus the following Exhibits that by this reference are incorporated herein:

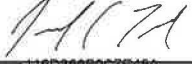
(Signatures Next Page)

Oregon State University, College of Public Health & Human Sciences
Intergovernmental Agreement #8434
Page 5 of 5

OREGON STATE UNIVERSITY

DocuSigned by:

5285EC9C7E3430...
Gloria Krahn
6/8/2018 | 10:58:04 PDT

Date
2631 SW Campus Way
Street Address
Corvallis, Oregon 97331-8687
City / State / Zip
(541) 737-3605 /
Phone / Fax
Services

DocuSigned by:

1187300E9C7E45A...
Joe Elwood, JD
Contracts Officer | PCMM

6/8/2018 | 12:04:56 PDT
Date

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Modernization\H3SPH\OregonStateUniversity8434.doc

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing, and Human

Date

June 21, 2018

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of a renewal Intergovernmental Agreement with Washington County, for
the Cities Readiness Initiative Program

Purpose/Outcomes	Clackamas County H3S has been named to receive funding for the Cities Readiness Initiative (CRI) Program administered by Washington County.
Dollar Amount and Fiscal Impact	Contract maximum value is \$29,100
Funding Source	No County General Funds are involved.
Duration	Effective July 01, 2018 and terminates on June 30, 2019
Previous Board Action	The Board last reviewed and approved this agreement on September 18, 2014 agenda item 091814-A4, June 25, 2015 agenda item 062515-A6, and June 29, 2016, 062916-A1. June 29, 2017 agenda item 062917-A2
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	8885

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Agreement with Washington County for the Cities Readiness Initiative (CRI) Program.


CRI is a nationwide program designed to help large urban areas create plans to administer medicine or chemical agents for the purpose of disease prevention to 100% of their populations. The State of Oregon contracts these funds to Washington County who administers this program on the State's behalf. The Portland Metropolitan CRI program is in its tenth year and the region includes Clackamas, Clark, Columbia, Multnomah, Skamania, Washington, and Yamhill counties.

This contract is effective July 1, 2018 and continues through June 30, 2019. This contract has been reviewed by County Counsel on June 12, 2018.

RECOMMENDATION:

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

Respectfully submitted,


 Richard Swift, Director
 Health, Housing, and Human Services

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and Clackamas County.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: July 1, 2018, or upon final signature, whichever is later.
The expiration date is: June 30, 2019; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- 4) To the extent applicable, the provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through 279C.870 are incorporated by this reference as though fully set forth.
- 5) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 6) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 7) This Agreement may be terminated, with or without cause and at any time, by a party by providing _____ (30 if not otherwise marked) days written notice of intent to the other party(s).
- 8) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 9) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 10) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

- 11) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
- 12) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 13) This Agreement 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.
- 14) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

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

Clackamas County
Jurisdiction

Signature

Date

Richard Swift
Printed Name

Director, Health, Housing and Human Services
Title

Address: _____

WASHINGTON COUNTY:

Signature

Date

Printed Name

Title

Address: _____

Washington County HHS (C/O Adrienne Donner)
155 N 1st Ave
Mail Stop # 6A
Hillsboro, OR 97124

CFDA # 93.069

June 21, 2018

Board of Commissioners
 Clackamas County

Members of the Board:

Approval of a Professional, Technical & Consultant Services Contract with
ColumbiaCare Services, Inc. for Supported Housing Services

Purpose/Outcomes	To provide independent living opportunities with individuals of Clackamas County who have severe and persistent mental illness.
Dollar Amount and Fiscal Impact	Contract maximum value is \$144,000
Funding Source	No County General Funds are involved. State of Oregon, Community Mental Health Program (CMHP) funds.
Duration	Effective July 1, 2018 and terminates June 30, 2020
Previous Board Action	This is a renewal of contract #8203. The previous contract was reviewed and approved by the Board of County Commissioners on November 2, 2017, Agenda Item 110217-A3.
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Increase self-sufficiency for our clients.
Contact Person	Mary Rumbaugh, Director—Behavioral Health Division (503) 742-5305
Contract No.	#8837

BACKGROUND:

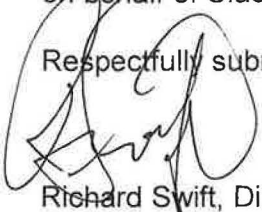
The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a Professional, Technical, and Consultant Services Contract #8837 with ColumbiaCare Services, Inc. for supported housing services. Supported housing consists of mental health services that provide rehabilitative, personal care, and skills building with the outcome to integrate individuals into the community at the highest possible level of independence. The Behavioral Health Division has partnered with ColumbiaCare Services, Inc. for supported housing services since 2013.

The contract is effective July 1, 2018 and continues through June 30, 2020. This contract was reviewed and approved by County Counsel on June 4, 2018.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
 Health, Housing and Human Services Department

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICES CONTRACT
CONTRACT #8837

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

CONTRACT

1.0 Engagement

County hereby engages Contractor to provide **Supported Housing services** as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein (the "Services").

2.0 Term

Services provided under the terms of this Contract shall commence **July 1, 2018 and shall terminate June 30, 2020** unless terminated earlier by one or both parties as provided for in paragraph 6.0.

3.0 Compensation and Fiscal Records

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

Total payment to Contractor shall not exceed **\$144,000.00**.

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

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

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

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

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

3.4.2 County may conduct a fiscal compliance review of Contractor as part of compliance monitoring of this Contract. Contractor agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of Contractor which are pertinent to this Contract to ensure appropriate expenditure of

funds under this Contract. County shall monitor compliance with County's financial reporting and accounting requirements.

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

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

4.0 Manner of Performance

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

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

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

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

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

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

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

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

5.0 General Conditions

5.1 Indemnification. Contractor agrees to indemnify, save, hold harmless, and defend County, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of Contractor, and Contractor's officers, agents, and employees, in performance of this Contract.

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

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

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

5.3 Governing Law; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim, action, or suit between County and Contractor that arises out of or relates to performance under this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor by execution of this Contract consents to the in personal jurisdiction of said courts.

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0 Termination

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

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

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

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

7.0 Notices

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

If to Contractor:
ColumbiaCare Services, Inc.
3587 Heathrow Way
Medford, OR 97504

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

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

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

[Signature Page Follows]

SIGNATURE PAGE

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

COLUMBIACARE SERVICES, INC.

COUNTY OF CLACKAMAS

Authorized Signature Date

Richard Swift Date
Health, Housing, and Human Services

Name / Title (Printed)

Approved as to Form:

143975-90
Oregon Business Registry #

Kathleen Rastetter via email June 4, 2018
County Counsel Date

Domestic Nonprofit Corporation / Oregon
Entity Type / State of Formation

June 21, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Subrecipient Agreement, Amendment #3
with City of Sandy/Sandy Senior & Community Center to Provide
Social Services for Clackamas County Residents age 60 and over**

Purpose/Outcomes	Subrecipient Agreement with the City of Sandy/ Sandy Senior and Community Center to provide Older American Act (OAA) funded services for persons in the Sandy community.
Dollar Amount and Fiscal Impact	The maximum value is increased by \$156,685 for a revised agreement maximum of \$318,569. This agreement is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	Older American Act (OAA), Special Project Allocation (SPA), State Special Transportation Formula (STF) funds, and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
Duration	Effective July 1, 2017 and terminates on June 30, 2019
Previous Board Action	
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #8362; Subrecipient #18-010-03

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #3; with City of Sandy/ Sandy Senior and Community Center to provide Older American Act (OAA) funded services for persons living within the Sandy 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 interactive in the community.

This is a budget adjustment that distributes the OAA program funding, as well as the State SPA funds for approved evidence-based Physical Activity/Falls Prevention programming, Ride Connection transportation pass through Special Transportation Formula funds and LIHEAP funding for services to be provided during the 2018-19 fiscal year.

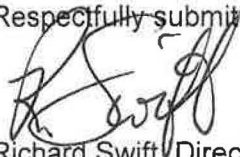
Healthy Families. Strong Communities.

This amendment adds \$156,685 for a total contract amount of \$318,569 in funding for the 2018-19 fiscal year and extends the term of the agreement to June 30, 2019. Approved by County Counsel on March 19, 2018.

RECOMMENDATION:

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

Respectfully submitted,

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

Richard Swift, Director
Health Housing & Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 8362 Subrecipient #: 18-010 Board Agenda #: 070017-AXX

Division: Social Services Amendment Number: 3

Contractor: City of Sandy – Senior & Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adds funding and units of service for ongoing delivery of services into FY18-19. This results in an increase to the contract budget of \$156,685.

This Amendment #3, when signed by the City of Sandy – Senior & Community Center (“SUBRECIPIENT”) the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

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

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

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

Term and Effective Date. This restated 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, 2018** and not later than **June 30, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2017 through June 30, 2018 is:

4. Grant Funds. The maximum, not to exceed, agreement amount that the COUNTY will pay is \$161,884. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

City of Sandy – Senior & Community Center
Subrecipient Grant Agreement #18-010, Amendment 3

- a. **Grant Funds.** The COUNTY's funding of \$41,522 in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and \$33,500 from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
- b. **Other Funds.** The COUNTY's funding of \$70,155 for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet and the State of Oregon DHS. The COUNTY's funding of \$4,500 for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation; \$10,082 in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities and \$2,125 for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2018 through June 30, 2019 is:

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$156,685**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - c. **Grant Funds.** The COUNTY's funding of **\$41,913** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$33,500** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
 - a. **Other Funds.** The COUNTY's funding of **\$64,565** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet and the State of Oregon DHS. The COUNTY's funding of **\$4,500** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation; **\$10,082** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities and **\$2,125** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

I. **Amend:** 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:

City of Sandy – Senior & Community Center
Subrecipient Grant Agreement #18-010, Amendment 3

- 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.

TO READ: All the above with the addition of:

SUBRECIPIENT shall pay for all preventative maintenance and other repair costs incurred in a timely manner. Invoices shall be submitted by SUBRECIPIENT for eligible vehicles, specified in Section C. Vehicles, paragraph 1, as per Section C. Vehicles, paragraph 2.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

II. AMEND: Exhibit 6 – Budget and Units of Services - Unit Cost Schedule

CITY OF SANDY - SENIOR CENTER
 Fiscal Year 2017-18

Amend:

	OAA III B	OAA III C1	OAA III C2	OAA III D	OAA III E	Required	NSIP	Other	Ride Connection		ToMet Funds		MEDICAID	LIEAP	Program	NO. OF	TOTAL	REBURSE-
	Funds	Funds	Funds	Funds	Funds	Match	Funds		Funds	STF	5310 Funds	STF	Funds	Funds	Income			
Federal Award Numbers	16A0RT3SS	16A0RT3CM	16A0RT3HD	16A0RT3PH	16A0RT3FC	N/A	16A0RNSIP	Funds	STF	5310 Funds	STF	Funds	N/A	N/A				
CFDA Number	93.044	93.045	93.045	93.043	93.052		93.053		N/A	OR-65-012	5310 Funds	N/A						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
Case Management	\$3,295					\$366										92 hrs	\$3,661	\$35.81
Reassurance	\$1,434					\$159										55	\$1,593	\$25.90
Info. & Assistance	\$3,429					\$381										188	\$3,810	\$18.27
Transportation OAA	\$5,244					\$583								\$1,000	1,311	\$6,827	\$4.00	
Physical Activity/ Falls Prevention				\$3,300		\$0		\$4,500								104 Classes	\$7,800	\$75.00
Family Cgrvr. Respite					\$5,536	\$1,384								\$2,000	175	\$8,920	\$31.70	
Trans - Ride Con. Out of Dist									\$25,719					\$600	0	\$26,319	#DRIVE!	
Transportation - Special Needs									\$38,336						1,000	\$38,336	\$0.00	
Transportation - Boring Lifeline										\$30,000					775	\$30,000	\$0.00	
Transport - T19 Non-Med.											\$638	\$1,462			150	\$2,100	\$14.00	
Ride Con - Vehicle Maint						\$257			\$3,500						N/A	\$3,757	N/A	
Food Service - Frozen HDM			\$9,000			\$1,001	\$3,375								4,500	\$13,376	\$0.750	
OAA Meal Site Management		\$4,655	\$8,151			\$1,424								\$15,600	16,250	\$29,830	\$1.25	
Medicaid Meals - SDSA			(\$2,457)			(\$273)	(\$912)						\$11,210		(\$1,128)	1,175	\$6,440	\$7.80
LIEAP Intakes													\$2,125		85	\$2,125	\$25.00	
TOTALS	\$13,402	\$4,655	\$14,694	\$3,300	\$5,536	\$5,283	\$2,463	\$4,500	\$64,055	\$3,500	\$30,000	\$638	\$12,672	\$2,125	\$18,072	\$25,664	\$184,894	

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: \$160,413

Federal Award Total: \$77,550

TO READ: Exhibit 6 – Budget and Units of Services – Unit Cost Schedule

CITY OF SANDY - SENIOR CENTER
 Fiscal Year 2018-19

To Read:

	OAA III B	OAA III C1	OAA III C2	OAA III D	OAA III E	Required	NSIP	Other	Ride Connection		TriMet Funds		MEDICAID	LIEAP	Program	NO. OF	TOTAL	REIMBURSE-
	Funds	Funds	Funds	Funds	Funds	Match	Funds		Funds	STF	5310 Funds	5310 Funds	STF	Funds	Funds			
Federal Award Numbers	16AORTJSS	16AORT3CM	16AORT3HD	16AORT3PH	16AORT3FC	N/A	16AORRNSIP	Funds	STF	5310 Funds	5310 Funds	STF	Funds	Funds	Income			
CFDA Number	93.044	93.045	93.045	93.043	93.052		93.053		N/A	OR-65-012			N/A	N/A				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
Case Management	\$3,295					\$366										92 hrs	\$3,661	\$35.81
Reassurance	\$1,434					\$159										55	\$1,593	\$25.90
Info. & Assistance	\$3,429					\$381										188	\$3,810	\$18.27
Transportation OAA	\$5,244					\$583								\$1,000		1,311	\$6,827	\$4.00
Physical Activity/ Falls Prevention				\$3,300		\$0		\$4,500								104 Classes	\$7,800	\$75.00
Family Crgvr. Respite					\$5,536	\$1,384								\$2,000		175	\$8,920	\$31.70
Trans - Ride Con. Out of Dist									\$20,129					\$600		2,516	\$20,729	\$8.00
Transportation - Special Needs									\$42,336							1,000	\$42,336	\$42.34
Transportation - Boring Lifeline											\$30,000					775	\$30,000	\$0.00
Transport - T19 Non-Med.												\$638	\$1,462			150	\$2,100	\$14.00
Ride Con - Vehicle Maint						\$257				\$3,500						N/A	\$3,757	N/A
Food Service - Frozen HDM			\$9,000			\$1,001	\$3,285									4,500	\$13,286	\$0.730
OAA Meal Site Management		\$4,166	\$6,607			\$1,198									\$18,240	19,000	\$30,211	\$1.18
Medicaid Meals - SDSA			(\$2,457)			(\$273)	(\$926)						\$11,210		(\$1,128)	1,175	\$6,425	\$7.79
LIEAP Intakes														\$2,125		85	\$2,125	\$25.00
TOTALS	\$13,402	\$4,166	\$13,150	\$3,300	\$5,536	\$5,057	\$2,359	\$4,500	\$62,465	\$3,500	\$30,000	\$638	\$12,672	\$2,125	\$20,712	\$30,930	\$183,581	

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: \$156,685

Federal Award Total: \$75,413

City of Sandy – Senior & Community Center
Subrecipient Grant Agreement #18-010, Amendment 3

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

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

City of Sandy; Sandy Senior & Community Center	CLACKAMAS COUNTY
By: <u>Kim Yamashita</u> Kim Yamashita, City Manager	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
Approved as to Content: <u>Tanya Richardson</u> Tanya Richardson, Comm. Services Manager	Signing on Behalf of the Board:
Date: <u>6/6/18</u>	<u>Richard Swift</u> Richard Swift, Director Health, Housing & Human Services Dep.
	Date: _____

June 21, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the
Oregon Department of Transportation Rail and Public Transit Division
for Mt Hood Express Vehicle Purchase of 2 Buses

Purpose/Outcomes	Agreement with Oregon Department of Transportation to provide funding for the purchase of two buses for the Mt Hood Express
Dollar Amount and Fiscal Impact	The maximum grant award is \$295,800. The contract is funded through the Oregon Department of Transportation.
Funding Source	FTA 5339- Bus and Bus Infrastructure Investment Program funds- no County General Funds are involved.
Duration	N/A- one time capital purchase
Previous Board Action	022218-A1 Approval to Apply
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	N/A

BACKGROUND:

The Social Services Division of the Health, Housing, and Human Services Department requests approval of an Intergovernmental Agreement with Oregon Department of Transportation Rail and Public Transit Division for Federal Transit Administration Bus and Bus Infrastructure Investment Program funds to purchase two new buses for the Mt Hood Express sub service. These vehicles will allow this program continue to provide public transit services in the Hoodland area of Clackamas County, especially for seniors and persons with disabilities. The grant application will be for a one time amount of \$295,800. The grant, if awarded, would have no effect on staffing. No County General Funds are involved.

The Mt. Hood Express (formerly the Mountain Express) provides public transit service from the City of Sandy along the Highway 26 corridor including stops in Welches, Rhododendron, Government Camp and Timberline Lodge. The service connects to Sandy's bus service to provide regional public transit access to employees, local residents and persons who desire to access recreational opportunities year round on Mt. Hood. The Villages Shuttle service provides point-deviated bus service to the Villages at Mt. Hood Communities on weekdays, allowing seniors, persons with disabilities and others

who need extra stops and route deviations bus service to access work, medical appointments and other needs. The Mt Hood Express cannot function without safe, reliable vehicles and these funds will allow the replacement of the current vehicles in a timely manner to ensure continuation of the service.

RECOMMENDATION:

We recommend the approval of this agreement and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted

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

Richard Swift, Director
Health, Housing and Human Services

RAIL AND PUBLIC TRANSIT 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, Rail and Public Transit 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, 2018** 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, 2020** (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: Subcontractor Insurance

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 <http://www.oregon.gov/odot/pt/>, 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 **\$348,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$295,800.00** in 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.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A 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.c 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 <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to 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 Fund 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 ODOTPTDRreporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. 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.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

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, 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, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to 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 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.

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 agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- 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
- c. **Subagreement indemnity; insurance**

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.

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.

Recipient may 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 of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described 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, Rail and Public Transit Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Rail and Public Transit 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, Rail and Public Transit 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, Rail and Public Transit Division, were shown as the first security interest holder.

- viii. Recipient shall bear the cost of insuring assets purchased under this Agreement based on risk assessment. Recipient shall maintain, in amounts and form satisfactory to State, such insurance or self-insurance as will be adequate to protect Recipient, vehicle drivers and assistants, vehicle occupants, and property throughout the period of use. The minimum that will be approved by State is comprehensive and collision insurance adequate to repair or replace property and equipment if damaged or destroyed; liability insurance of \$50,000 for property damage, \$200,000 for bodily injury per person, \$500,000 for bodily injury per occasion for maintenance and shop vehicles, and \$1,000,000 for bodily injury per occasion for vehicles providing passenger transportation; uninsured motorist protection; and personal injury protection as required by ORS Chapter 806. Recipient shall be responsible for all deductibles or self-insured retention. Recipient's insurance policy covering assets purchased under this Agreement shall include the Oregon Department of Transportation, Rail and Public Transit Division as an "Additional Insured". In the event of any ambiguity or conflict between this section 9.e.viii. and Exhibit C Insurance Requirements ii. Commercial General Liability and iii. AUTOMOBILE LIABILITY INSURANCE, this section 9.e.viii. shall control.
- 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.

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. **Contribution.** 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.

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.

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.

- b. **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.
- c. **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.

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

- g. **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 Section 11.g. 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.
- h. **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.
- i. **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.

- j. **Insurance; Workers' Compensation.** All employers, including Recipient, 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **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.
- l. **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.
- m. **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.
- n. **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.

Clackamas County/State of Oregon
Agreement No. 32828

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 Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Clackamas County/State of Oregon
Agreement No. 32828

Clackamas County, by and through its
Health Housing & Human Services Department

By _____
(Legally designated representative)

Name Richard Swift, Director
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By Kathleen Rastetter
Recipient's Legal Counsel

Date 6/7/18

Recipient Contact:

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

State Contact:

Jason Kelly
555 13th Street NE
Salem, OR 97301-4179
1 (503) 986-3300
Jason.d.kelly@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By Jason Kelly

Date 06/06/2018

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name Marvin Fjordbeck by email
(printed)

Date 03/13/2017

June 21, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the
Oregon Department of Transportation Rail and Public Transit Division
for Mt Hood Express Vehicle Purchases

Purpose/Outcomes	Agreement with Oregon Department of Transportation to provide funding for the purchase of one bus for the Mt Hood Express
Dollar Amount and Fiscal Impact	The maximum grant award is \$77,618. The contract is funded through the Oregon Department of Transportation.
Funding Source	FTA 5311 Capital funds- no County General Funds are involved.
Duration	N/A- one time capital purchase
Previous Board Action	022218-A1 Approval to Apply
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	N/A

BACKGROUND:

The Social Services Division of the Health, Housing, and Human Services Department requests approval of an Intergovernmental Agreement with Oregon Department of Transportation Rail and Public Transit Division for Federal Transit Administration Rural Transportation Capital funds to purchase one new bus for the Mt Hood Express sub service. This vehicle will allow this program continue to provide public transit services in the Hoodland area of Clackamas County, especially for seniors and persons with disabilities on the Villages Shuttle. The grant application will be for a one time amount of \$77,168. The grant, if awarded, would have no effect on staffing. No County General Funds are involved.

The Mt. Hood Express (formerly the Mountain Express) provides public transit service from the City of Sandy along the Highway 26 corridor including stops in Welches, Rhododendron, Government Camp and Timberline Lodge. The service connects to Sandy's bus service to provide regional public transit access to employees, local residents and persons who desire to access recreational opportunities year round on Mt. Hood. The Villages Shuttle service provides point-deviated bus service to the Villages at Mt. Hood Communities on weekdays, allowing seniors, persons with disabilities and others who need extra stops and route deviations bus service to access work, medical appointments and other needs. The Mt Hood Express cannot function without safe, reliable vehicles and these funds

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www.clackamas.us/community_health

will allow the replacement of the current vehicles in a timely manner to ensure continuation of the service.

RECOMMENDATION:

We recommend the approval of this agreement and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted

A handwritten signature in black ink, appearing to be 'Richard Swift', with a long horizontal line extending to the right.

Richard Swift, Director
Health, Housing and Human Services

RAIL AND PUBLIC TRANSIT 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, Rail and Public Transit 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, 2018** 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, 2020** (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: Subcontractor Insurance

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 <http://www.oregon.gov/odot/pt/>, 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 **\$86,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$77,168.00** in 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.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A 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.c 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 <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to 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 Fund 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.a. 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.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

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, 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, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to 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 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.

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 agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- 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
- c. **Subagreement indemnity; insurance**

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.

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.

Recipient may 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 of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described 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, Rail and Public Transit Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Rail and Public Transit 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, Rail and Public Transit 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, Rail and Public Transit Division, were shown as the first security interest holder.

- viii. Recipient shall bear the cost of insuring assets purchased under this Agreement based on risk assessment. Recipient shall maintain, in amounts and form satisfactory to State, such insurance or self-insurance as will be adequate to protect Recipient, vehicle drivers and assistants, vehicle occupants, and property throughout the period of use. The minimum that will be approved by State is comprehensive and collision insurance adequate to repair or replace property and equipment if damaged or destroyed; liability insurance of \$50,000 for property damage, \$200,000 for bodily injury per person, \$500,000 for bodily injury per occasion for maintenance and shop vehicles, and \$1,000,000 for bodily injury per occasion for vehicles providing passenger transportation; uninsured motorist protection; and personal injury protection as required by ORS Chapter 806. Recipient shall be responsible for all deductibles or self-insured retention. Recipient's insurance policy covering assets purchased under this Agreement shall include the Oregon Department of Transportation, Rail and Public Transit Division as an "Additional Insured". In the event of any ambiguity or conflict between this section 9.e.viii. and Exhibit C Insurance Requirements ii. Commercial General Liability and iii. AUTOMOBILE LIABILITY INSURANCE, this section 9.e.viii. shall control.
- 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.

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. **Contribution.** 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.

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.

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.

- b. **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.
- c. **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.

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

- g. **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 Section 11.g. 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.
- h. **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.
- i. **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.

- j. **Insurance; Workers' Compensation.** All employers, including Recipient, 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. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **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.
- l. **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.
- m. **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.
- n. **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.

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 Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Clackamas County, by and through its
Health Housing & Human Services Department

By _____
(Legally designated representative)

Name Richard Swift, Director
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By Kathleen Rastetter
Recipient's Legal Counsel

Date 6/7/18

Recipient Contact:

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

State Contact:

Jason Kelly
555 13th Street NE
Salem, OR 97301-4179
1 (503) 986-3300
Jason.d.kelly@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By Jason Kelly

Date 05/25/2018

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agreement with Richart Family, Inc. for
Weatherization Major Measure Construction Services

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

BACKGROUND

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

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

PROCUREMENT PROCESS

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

The agreement has been reviewed and approved by County Counsel.

RECOMMENDATION

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

Respectfully Submitted,

Richard Swift
Health, Housing, and Human Services Director

Placed on the _____ Agenda by the Procurement Division.

WEATHERIZATION CONSTRUCTION CONTRACT

This Weatherization Construction Contract (this "Contract") is entered into between **Richart Family, Inc.** ("Contractor") and Clackamas County ("County") to provide weatherization construction services for the Community Solutions Division.

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

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

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

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

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

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

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

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed \$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 of all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. County shall make progress payments on the Contract monthly as Work progresses. Application for payment shall be based upon the percentage of the Work that has been completed. As a condition precedent to County's obligation to pay, all applications for payment shall be approved by the

County. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein.

- B. Contractor shall submit to the County an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, application for payment will be accepted only for materials that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

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

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

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

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

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

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

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.

- B. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the Contract.
- C. Not permit any lien or claim to be filed or prosecuted against the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against County, or assign any sums due by County, to subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give subcontractors a claim or standing to make a claim against the County or the Worksite Owner.
- D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

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

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 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. Contractor shall ensure that each of its subcontractors complies with these requirements.

Section 14. Responsibility for Damages and Indemnity: Contractor shall be responsible for all damage to property, injury to persons, and lose, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

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

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.
- B. **Automobile Liability:** The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County shall be excess and shall not contribute to it.
- D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.
- E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the coverage's retroactive date is on or before the effective date of this Contract.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.
- F. The Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County in writing.

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

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

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the

representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event.

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

- A. All Contractor Claims shall be referred to the County for review. Contractor’s Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) Days after a denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) Days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the “Detailed Notice”) that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.
- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County’s decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within

sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

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

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by County, Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

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

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

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or

otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

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

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

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

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

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

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

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this Section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

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

- A. The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- B. This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as

benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).

- C. The Contractor certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

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

Section 32. Access to Records: Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The United States Government, the State of Oregon, and County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Section 33. Governing Law: This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide 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, and that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of Substantial Completion. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modification not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Section 37. Execution and Counterparts: This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

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

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees that 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 Section 39.A.1 through 39.A.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.

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Contractor Name: _____

Representative Name and Title: _____

Signature: _____ Date: _____

ATTACHMENT A
Request for Proposals #2017-18 - Weatherization Major Measure Contractors



REQUEST FOR PROPOSALS #2017-18
FOR
WEATHERIZATION MAJOR MEASURE CONTRACTORS
BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

Donald Krupp
County Administrator

George Marlton
Procurement Division Director

Patricia Bride
Senior Procurement & Contract Analyst Sr.

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: November 9, 2017

TIME: 2:00 PM, Pacific Time

PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045

SCHEDULE

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

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List of Attachments:

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

SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

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

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

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

Contact Information

Procurement Process and Technical Questions: Patricia Bride, 503-742-5447, pbride@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

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

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms listed in Section 6. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of the Instructions to Proposers Section of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

2.19 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.20 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.21 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.22 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

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

2.24 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.25 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.26 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.27 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.28 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.29 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender

identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.30 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

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

3.2 BACKGROUND

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

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

3.3. SPECIAL CONSIDERATIONS

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

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

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

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

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

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

SCOPE OF WORK

3.3.1. Work Order Assignment

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

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

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

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

3.3.2 Work Assignments and Pre-Job Energy Audit

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

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

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

3.3.3 Work Cap

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

3.3.4 Target Population Served

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

3.3.5 Geographic Borders / Limitations & Service Areas

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

3.3.6 Funding

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

3.3.7 Technical Training

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

3.4 Scope of Services

3.4.1 General Provisions

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

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

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

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

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

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

The Contractor certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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

3.4.2 Price Escalation / De-Escalation

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

3.4.3 Hazardous Materials

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

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

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

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

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

3.4.4 Disqualification

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

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

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

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

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

Special Certifications/Licenses/Endorsements

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

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

3.4.4.2 SAM - Debarment

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

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

3.4.5 Lead Safe Weatherization

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

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

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

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

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

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

3.4.6 Required Contractor Workshop Training

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

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

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

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

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

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

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

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

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

3.4.8 Warranty Policy

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

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

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

3.4.9 Use of Recycled Materials

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

3.4.10 Major Measure Items

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

3.4.11 Performance Measures and Performance Reporting

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

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

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

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

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

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

3.4.12 Term of Contract:

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

SECTION 4 EVALUATION PROCEDURE

- 4.1** An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-20
Sample Work Orders	0-45
Fees	0-30
References	0-05
Available points	0-100

- 4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

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

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

Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

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

5.2. Proposer's General Background and Qualifications:

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

5.3. Scope of Work

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

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

5.5. References

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

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
WEATHERIZATION MAJOR MEASURE CONTRACTORS

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.
- (k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

[] Resident Bidder, as defined in ORS 279A.120

[] Non-Resident Proposer, Resident State _____

Oregon Business Registry Number _____

Contractor's Authorized Representative

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

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

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

SECTION 6
SAMPLE CONTRACT FORM

WEATHERIZATION CONSTRUCTION CONTRACT

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

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

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

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

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

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

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

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

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

Section 5. Contract Payments:

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

- B. Contractor shall submit to the County an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, application for payment will be accepted only for materials that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

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

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

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

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

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

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

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

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

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

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

All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

Section 14. Responsibility for Damages and Indemnity: Contractor shall be responsible for all damage to property, injury to persons, and lose, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

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

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.
- B. **Automobile Liability:** The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.
- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County shall be excess and shall not contribute to it.
- D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with

limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

- E. If any other required liability insurance is arranged on a “claims made” basis, “tail” coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor’s insurer will provide “tail” coverage as subscribed, whichever is greater, or continuous “claims made” liability coverage for thirty-six (36) months following the Contract completion. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided the coverage’s retroactive date is on or before the effective date of this Contract.

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

- F. The Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County in writing.

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

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

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

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

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

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

- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.
- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

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

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

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

- G. Unless otherwise directed by the County, the Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

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

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

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

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

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

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

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

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

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

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this Section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the

services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

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

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

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

Section 32. Access to Records: Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The United States Government, the State of Oregon, and County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Section 33. Governing Law: This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

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

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

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

Section 37. Execution and Counterparts: This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

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

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

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

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

Section 39. Federal Assurances

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

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

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

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

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

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

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

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

Contractor

Clackamas County

Authorized Signature Date

Richard Swift, Director Date

Name / Title Printed

APPROVED AS TO FORM

CCB License Number

Oregon Business Registry Number

County Counsel Date

Entity Type / State of Formation



CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Contractor Name:

Representative Name and Title:

Signature:

Date:

ATTACHMENT A SITE BUILD SAMPLE WORK ORDER

SF - Site Built - Sample Work Order

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

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

INFILTRATION MEASURE

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

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

- <\$950 Maximum Budget for Infiltration measures

CEILING MEASURE

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

Your total for these Ceiling line items should be equal to or below \$1,700

- <\$1,700 Maximum Budget for Ceiling measures

WALL MEASURE

18	R21 Kraft-faced Fiberglass Batts for Knee Wall	280	sq ft			-	-
31	Repair or Replace Knee Wall Access Door	2	each			-	-
63	R13 Blown-in Cellulose High Density	1262	sq ft			-	-
67	R&R Shakes	108	sq ft			-	-
68	R&R Wood Siding	1154	sq ft			-	-
123	Lead Safe Weatherization, hourly labor rate	8	hr			-	-

Your total for these Wall line items should be equal to or below \$4,250

- <\$4,250 Maximum Budget for Wall measures

FLOOR MEASURE

41	R30 Faced Fiberglass Batts	796	sq ft			-	-
44	Extra fee: Floor with Ducts	796	sq ft			-	-

Your total for these Floor line items should be equal to or below \$1,800

- <\$1,800 Maximum Budget for Floor measures

DUCT INSULATION MEASURE

52	R11 Vinyl faced Fiberglass (supply in crawl)	492	sq ft			-	-
54	R19 Vinyl faced Fiberglass (return in attic)	30	sq ft			-	-

Your total for these Duct Insulation line items should be equal to or below \$1,000

- <\$1,000 Maximum Budget for Duct Insulation measures

DUCT SEALING MEASURE

56	Duct Seal Entire System (Site Built Homes)	1	system			-	-
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Your total Duct Sealing line items should be equal to or below \$800

- <\$800 Maximum Budget for Duct Sealing measure

HEALTH & SAFETY MEASURES

83	Vent Existing Kitchen Fan	1	each			-	-
83.1	Install New Kitchen Range Hood Fan	1	each			-	-
84	Furnish & Install Dryer Vent	1	each			-	-
116	Undercut Door (per door)	3	each			-	-

Your total for Health & Safety line items

- <\$1,500 Maximum Budget for Health & Safety measures

Grand Total Of 7 "Bundles" - \$12,000.00 Maximum Budget for All Measures

**ATTACHMENT B
MANUFACTURED HOME SAMPLE WORK ORDER**

SF - Mobile Home - Sample Work Order				ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF MATERIAL MUST MATCH YOUR ITEM PRICES ON YOU PRICE				
Item #	Description	Qty	Unit	Per Item Cost			Total Cost	
				Labor	Materials	L & M		
FLOOR MEASURE								Your total for this Floor line item should be equal to or below \$4,500
98	R21 Fiberglass Blown-in (belly of MH)	848	sq ft			0.00	0.00	<\$4,500 Maximum Budget for Floor measure
DUCT SEALING MEASURE								Your total for this Duct Seal line item should be equal to or below \$1,000
100	Seal Ducts of a Single Wide MH	1	system			0.00	0.00	<\$1,000 Maximum Budget for Duct Sealing measure
WINDOW MEASURE								Your total for these Windows line items should be equal to or below \$6,900
111	Vinyl Replacement Window	141	sq ft			0.00	0.00	0.00 <\$6,900 Maximum Budget for Window measures
123	Lead Safe Weatherization (hrly rate)	10	hr			0.00	0.00	
Grand Total Of 3 "Bundles"							0.00	\$12,400 Maximum Budget for All Measures

**ATTACHMENT C
WEATHERIZATION MAJOR MEASURE LIST**

RFP 2017-18 SingleFamily Weatherization Major Measure Price Sheet				
		Vendor Name:		
Item #	Description	Labor	Material	Total
0	Miscellaneous Material			
1	Hourly Rate			
2	Post Blower Door Operations.			
3	Blower Door Directed Air-Sealing			
4	2- part Polyurethane foam system			
5	Sheetrock			
6	Seal Chimney Chaseway (basement & attic)			
7	Seal interior plumbing penetrations			
8	Attic Heat Producing Fixtures			
8.1	R-49 Blown-in Fiberglass			
9	R-38 Blown-in Fiberglass			
10	R-27 Blown-in Fiberglass			
11	R-19 Blown-in Fiberglass			
12	R-38 Blown-in Cellulose			
12-1	R-49 Blown-in Cellulose			
13	R-27 Blown-in Cellulose			
14	R-19 Blown-in Cellulose			
15	Drill & Fill or Pull Boards (Labor only, material separate)			
16	Knee Wall/Pony Wall/Rim Joist Blocks			
17	Add R-11 Unfaced Fiberglass Batts to existing Knee Wall insulation			
18	R-21 Kraft-faced Fiberglass			
19	Tyvek/FSK/Equivalent			
20	Twine only			
21	R-13 Blown- in Fiberglass Insulation			
22	R-15 Kraft-faced Fiberglass batt			
23	Roof Vent 50 NFA			
24	Roof Vent 92 NFA			
25	Gable Vent			
26	Soffit Vent or Freeze block Vent			
27	Repair &/or Replace Flat Access Door			
28	Cut & Make New Operable Flat Attic Access			
30	Wx & Insulate Existing Flat Attic Access			
31	Repair &/or Replace Knee-wall Access Door			
32	Cut & Make Operable Knee-wall Access			
33	Cut in & Make inoperable Knee-wall Access			
34	Wx & Insulate Existing Knee-wall Access			

35	Install New Ground Cover			
36	Water Pipe Insulation			
38	Add R-11 Unfaced Fiberglass Batts to existing insulation			
40	R-25 Faced Fiberglass Batts			
41	R-30 Faced Fiberglass Batts			
42	R-25 Fiberglass Floor Blow (Site built)			
43	R-30 Fiberglass Floor Blow (Site built)			
44	Floor with Ducts (additional labor only)			
46	Twine Floor only			
47	Irregular Joist Space (additional labor only)			
48	Low-Clearance (additional labor only)			
49	Air Barrier			
50	16 x 8 Vent in Wood/rescreen existing			
51	Intentionally left blank			
52	R-11 Vinyl Faced Fiberglass			
53	Intentionally left blank			
54	R-19 Vinyl Faced Fiberglass			
55	Intentionally Left Blank			
56	Duct Seal Entire System (site-built homes)			
57	2x4 R-13 Cellulose High Density			
58	2x6 R-25 Cellulose High Density			
59	2x8 R-30 Cellulose High Density			
60	2x10 R-38 Cellulose High Density			
61	2x12 R-44 Cellulose High Density			
62	R-13 Fiberglass			
63	R-13 Cellulose High Density			
64	Install Cellulose Insulation in wall cavities, not high density			
65	Cellulose Dense Pack in wall cavities where insulation already exists			
66	R-13 High Density Fiberglass			
67	R & R Shake Siding			
68	R & R Wood Siding			
69	R & R Vinyl Siding			
70	R & R Metal/Aluminum Siding			
71	R & R Asbestos Siding			
72	R & R Blind-Nailed Asbestos Siding			
73	R & R Asphalt Siding			
74	Access Drill and Fill			
75	Intentionally left blank			
76	Drill and Fill Stucco Siding			
77	Drill & Fill, access through interior walls			
78	Batt & cover open bump out			
79	Block & Blow Closed Bump Out			
80	Remove & Replace Existing Bath Fan			

81	Vent Existing Bath Fan			
82	Remove & Replace Existing Kitchen Fan			
83	Vent Existing Kitchen Fan			
83.1	Install New Kitchen Range Hood			
83.2	Install a Humidistat Timer Switch			
83.3	Install a Bath Fan Switch/Delay/Ventilation Controller			
83.4	Install New Bath Fan			
84	Furnish and Install Dryer Vent			
85	Fresh Air 80			
86	Jamb up Weatherstrip Kit			
87	Threshold & Door Shoe			
88	Retractable Sweep			
89	R & R keyed alike Lockset			
90	Intentionally Left Blank			
91	R & R Solid Core Pre-Hung/Door Blank			
92	R&R Pre-hung Door R-7			
93	R&R Manufactured Home Door R-7			
94	Intentionally Left Blank			
95	EPDM plus 3" Multi-Max or equivalent			
96	EPDM plus 1 1/2" Multi-Max or equivalent with R-19 FG attic blow			
97	EPDM plus 1 1/2" Multi-Max or equivalent with Blow R-21-38 FG attic)			
98	R-21 Fiberglass Floor Blow			
99	R-30 Fiberglass Floor Blow			
100	R-25 Fiberglass Floor Blow, add rodent barrier			
101	Add Cold Air Return grille in furnace closet door			
102	Seal Ducts Single Wide			
103	Seal Ducts Double Wide			
104	Seal branch duct connection (cut open where identified)			
105	Replace existing crossover duct			
106	Install Blue/Pink Board			
107	Repair Belly Board			
108	Insulate Water Heater Closet inc. Door			
109	Insulate Water Heater Closet Door ONLY			
110	Vinyl Replacement Window			
111	Safety Glass			
112	R & R Double Strength Glass, wood sash			
113	R & R Glass Aluminum Sash			
114	Intentionally left blank			
115	intentionally left blank			
116	Under cut door (per door)			
117	Furnish & install by-pass grilles in door			

118	Furnish & install by-pass grilles in wall			
119	Furnish & install by-pass grilles in ceilings including cross-over duct (10 FT)			
120	Add fresh air to return (1)			
121	Restrict the flow of exhaust fans, supply ducts, and fresh air inlets			
122	Lead Safe Weatherization, hourly labor rate			

ATTACHMENT D
CLACKAMAS COUNTY INSTALL EXPECTATIONS

CLACKAMAS COUNTY WEATHERIZATION REQUIRED
MEASURE INSTALL EXPECTATIONS

1. Contractor is required to notify CCWX no more than 1 ½ hour after arriving on job site to confirm all the plumbing, electrical, phone (etc.) is free of leaks and working and that the job is cleared to proceed. Failure to notify the county of any findings at that time will then be the contractor's responsibility to repair.
2. All pre-1978 dwellings require delivery of a "Renovate Right Pamphlet" and you must obtain a "Renovate Right Receipt" signed and dated by the customer, no more than 60 days prior to the start of job, and no less than 7 days prior to the start of work. If mailed, you must send it via certified mail, no less than 7 days before the start of the job. (we will require the signed and dated receipt)
3. Cover inspections are mandatory. All measures and prep work that will be covered must pass a cover inspection before completing the measure (duct sealing, exhaust vent pipe including dryer vent pipe, floor penetrations, attic penetrations, wall penetrations etc...). We want to see it before you cover it.
4. When supporting batt insulation with twine (floor, wall, ducting, water pipe etc...). The twine must be tied off at all start and end points.
5. In mobile homes with soft drop or paper rodent barrier, belly patching is to be stapled using an outward clinch stapler at a minimum 2" (inches) apart around the entire perimeter of patch and covered with mastic. (patch must not bend, sag, or move once installed)
6. **All** recessed light fixtures are to be boxed in with an air tight rigid barrier enclosure (such as sheet rock; minimum 5/8") as part of the attic infiltration measure.
7. Flag all J-boxes and install insulation depth markers every 300 sq. ft.
8. All exhaust fan vent pipes are to be insulated with R-11 batt insulation and secured with twine.
9. Exhaust vent screen openings are to be no smaller than ¼" and not larger than ½".
10. Sheet metal patches on mobile home roofs are to be sealed and secured to the existing roof before installing insulation board.

11. When installing Mobile Home Exterior Roof Insulation; only one (1) rubber membrane is to be used on single wide and two (2) rubber membranes on double wide mobile home is to be used. No patching pieces together.
12. Only metal sweeps secured with screws are allowed for mobile home duct end blocking.
13. Allow time for mastic to dry before reinstalling duct registers.
14. Only metal ducting is to be used when replacing mobile home cross over duct unless otherwise specified in the scope of work
15. **Existing flex ducting;** the inner sleeve of flex ducting is to be sealed with mastic to the hard pipe connections and secured with a tie-strap. Then also secure the outer sleeve to hard pipe connection.
16. Condensation Lines in crawlspace (both site-built and mobile homes) will be extended to the outside.
17. No changes or variations will be made to the scope of work or dwelling without obtaining prior approval from CCWX.
18. ALL DOCUMENTS GENERATED AT CCWX NEED TO BE REVIEWED, SIGNED, AND RETURNED WITHIN FIVE BUSINESS DAYS.

Clackamas County RFP#2017-18 Weatherization Major Measure Contractor
Narrative

5.2 General Background and Qualifications:

- RFI was established as a licensed General Contractor in the State of Oregon in 1986 and in Washington State in 1981. Our weatherization department specializes in single and multi-family Weatherization Assistance Programs (WAP) work in Washington and Oregon. We do not distract our mission in this department by taking on new construction insulation or other types of weatherization work. This narrow focus and specialization sets us apart from other companies as we remain committed to the high standards and specialized service WAP programs require.
- Our experience in WAP/OWAP contracts include contracts for single family site built, mobile home, and multi-family weatherization work with the following agencies over our history; *Clackamas County Oregon, Clark County, Multnomah County Oregon, Lower Columbia in Longview, King County Housing Authority, City of Seattle, Opportunity Industrialization Center in Yakima, Northwest Community Action Center in Toppenish, Coastal Cap of Aberdeen WA, Oly-Cap of Port Angeles WA, Hope Source of Ellensburg WA, CAC of Whitman County WA, WAGAP, Washington Department of Commerce, CAO of Washington County Oregon, Neighbor Impact of central Oregon.* In the past twelve months we have served the agencies above listed in *italic*. Some of these are inactive at the time of this RFP. We are actively working with Nine (9) of these agencies at the time of this RFP.

- The following Managers, Technicians, and Bookkeeping/Administrative Project Team is designated to provide the required Professional, Technical, and Expert Services.

Contract Manager

Rick Richart

Contract Management Assistant & RFI Weatherization Operations Manager

Chris Robinson (9 years employed at RFI. BPI and Journeyman Weatherization Journeyman)

Designated Clackamas County Weatherization Project Manager

Stephen Threatt (13 years employed at RFI. BPI, Weatherization Journeyman) Stephen is the current RFI Project Manager for this program and is selected to continue if awarded.

Primary Designated Crew Members for Clackamas County Weatherization

Levi McMahan (Crew Leader 6 years employed at RFI. Weatherization Journeyman)

Donny Nichols (Crew Leader 2 years employed at RFI as Weatherization apprentice)

Brennan Hall (1 year employed at RFI. Weatherization Apprentice)

Devynn Mejia (1 year employed at RFI. Weatherization Apprentice)

John Lamb (6 month apprentice)

Bookkeeping and Administrative Team

Lulu Handy (27 years employed at RFI. Office and Bookkeeping Manager. A/R, A/P, Financial Reports, Taxes. Liaison to CPA)

Haley Richart (9 years employed at RFI. Intake, Payroll and Benefits, Safety, Misc. Administrative duties)

Missy Richart (36 years employed at RFI. Administrative Assistant)

Melissa Sitmann (8 months employed at RFI. Bookkeeping and Administrative Apprentice)

These folks take care of job intake and set up, file maintenance, accounts receivable, customer service, agency and client care, certified payroll, Intents and affidavits, and all bookkeeping. This team is specially trained in the requirements, processes, and care specific to WAP agency weatherization work and their clients.

Additional Available Project Team Members

Frank Bourn (25 years employed at RFI, BPI –QCI, Crew Lead, Weatherization Journeyman)

Mike McMahon (11 years employed at RFI. BPI. Crew Lead, Weatherization Journeyman)

Jon Coverdale (11 years employed at RFI. BPI, Crew Lead Weatherization Journeyman)

Travis Rains (6 years employed at RFI. Weatherization Journeyman)

Keith Olsen (6 years employed at RFI. BPI and Journeyman Weatherization Journeyman)

Lonny McMahon (2 years employed at RFI as weatherization apprentice)

Jesus Dominguez (13 years employed at RFI as weatherization technician)

Craig Brundle (5 years employed at RFI. Weatherization Journeyman)

Matt Welch (3 years employed at RFI. Weatherization Apprentice)

Carlos Mendoza (2 years employed at RFI. Weatherization Apprentice)

Heladio Cardenas-Gonzales (2 years employed at RFI. Weatherization Apprentice)

J.D. Deherrera (1 year employed at RFI. Weatherization Apprentice)

Josue Silva (6 month apprentice)

Francisco Flores-Cazares (6 month apprentice)

All of these additional team members are specifically trained as WAP Weatherization technicians. Some have abundant experience on Clackamas County jobs and are familiar with the Counties best practices and process. Many work out of RFI's Vancouver location dispatching to other nearby WAP agency projects. These technicians, crew leads, and managers provide depth and reserve capacity.

- RFI has produced an average of 360 WAP weatherization residential living units per year since 2012. In the year of 2011, ARRA spiked WX production, and RFI production exceeded 1,000 living units. RFI performs all of the line items listed in the RFP on a daily basis for many agencies it serves including Clackamas County.

- Our ever evolving Bookkeeping, Administrative, and Production teams have been working with WAP programs for their entire career at RFI. The processes we practice daily and the people who perform them have helped us maintain our longest term WX contract for nearly 30 years.
- We believe the refinement of process over time is key to the success of Contract and Work Load Management. RFI has developed and uses a Master Scheduling process similar to that of a manufacturing plant where production metrics are continuously formulated to manage resource. Systems of interacting spreadsheets allow for organization of work under contract once project estimates align with the agency and notices to proceed are issued. Additionally, HR and hard assets are allocated in a metered fashion to produce the required work load in the time frame necessary to fulfill contract obligations.

With respect to combustion and diagnostic reporting, RFI has a complete approach. Trained and certified people are the first piece in our approach. Coupled with our people are the fine agency leadership along with their auditors and inspectors. They share their vast experience and top notch training opportunities to make a cohesive system for the entire WAP network. This keeps the number one goal of a safe and healthy living environment intact for the resident.

RFI has the depth in experience to understand and comply with specifications implemented by the proper governing bodies to ensure that each measure performed on a home achieves its intended function. We aim to use products that have the highest recycled content, are locally available or produced, and keep residents safe by improving IAQ and providing SDS documentation. Ongoing records of agency expectations are kept and allow our entire staff to understand how to best achieve timely project completion both on site and within the file.

- RFI has the infrastructure, process, facility, fleet, equipment, personnel, depth in HR and hard assets, working capital, fair and reasonable pricing, and decades of specific WAP experience in all categories to fulfill RFP # 2017-18 contract requirements. We have endured the test of time while proving to be both adaptable and reliable. RFI has passed the test of oversight and audits from many agencies at many levels.

5.3 Scope of Work

- Oregon CCB License- ATTACHED
- Sam.gov/DUNS Number-ATTACHED
- CCB Lead based paint Renovation contractor's license number- ATTACHED
- Lead Renovators certifications ATTACHED (More certification copies available upon request)
- Employer identification number-ATTACHED
- Other appropriate licenses (Metro business license, City of Sandy business license, EEAST Certification)-ATTACHED

- Our following step by step process is fundamental to the success of operations with respect to Contract Management and Time Management:
 - AUDIT RELEASE-** Job card released by agency, contractor will schedule site visit.
 - CONFIRMATION SITE VISIT-** Estimates differing from agency release are inserted on job card by contractor, review with agency performed via email or over phone upon request.
 - COUNTY APPROVAL-** Auditor and contractor have agreed and signed off on final scope, agency to signify notice to proceed.
 - RELEASED FOR PRODUCTION-** Production window begins, contractor properly notices client and updates job progress with auditor.
 - SUBCONTRACTING COMPLETE-** Subsequent trade work will be completed prior to weatherization install and is key in maintaining the project timeline.
 - IN PROGRESS-** Contractor's install occurring, agency will be noticed for in-progress inspections.
 - READY FOR INSPECTION-** Contractor will complete a thorough quality control inspection and survey client satisfaction prior to requesting a final inspection.
 - READY FOR INVOICING-** With a passed inspection, contractor and auditor confirm the final job total in preparation for accounting and file closure.

In summary, once we know number of units and the dollar amount we can then apply the proven production metrics. This allows RFI to allocate resources in a measured fashion and forecast from the beginning, with accuracy, the completion date of contracted work.

- Richart Family, Inc. (RFI) presently employs over 20 trained and certified weatherization technicians fully versed in all phases of residential WAP weatherization work. Our core group of long term certified technicians is the nucleus which our weatherization department is built around. Each weatherization technician listed below maintains minimum certifications, and many hold additional certifications. Additional certifications are held for Combustion Safety, PTCS, First Aid CPR, OSHA 10/30, Infrared Thermography, Fall Protection and Rigging, Fire Stopping, Scaffold and Swing Stage Assembly, and Fork Lift Operation.

The company owns a fleet of 20 vehicles that are specifically set up for and 100% committed to WAP weatherization work. Additional fleet is assigned to electrical and construction departments. Some of the fleet is new. All are well maintained with much service life remaining. We operate nine self-contained industrial insulation blowers that are regularly calibrated to perform to specification. We have ten Minneapolis Blower doors. We have three Minneapolis Duct Blasters. All fleet vehicles are tooled appropriately in a standardized manner for WAP weatherization. Redundancy and depth are as much a part of the fleet, equipment, and tooling as is so with HR.

- RFI has an electrical contracting department which was added to our business in 2003. We are licensed in Washington and Oregon. Robert Richart is our electrical administrator. We presently employ nine electricians, a section of these are licensed Oregon Journeymen or apprentices. Several of our Journeymen have performed electrical measures required within WAP contracts.

RFI has a full service construction/remodeling department. We are presently staffed with 10 Journey level carpenters and two apprentices. Four of these carpenters collectively have 15 years of WAP weatherization field experience. Two formerly held BPI certifications. Although most to all WAP related carpentry and repair work is performed from within our weatherization department, this additional depth and capability is available if needed.

Plumbing, HVAC, and other specialty services are provided when needed by our subcontractor partners that we have had long standing working relationships with and are familiar with our process.

- Our philosophy at Richart Family, Inc. is to provide service to our customers above industry standard, and in fact to work with our agency clients to set the standard. We fully understand how to execute under a line item bid structure and believe that reporting actuals is the key to transparent service and success. We are customer focused. We are committed to the development and care of our internal customers, our employees. These are the people that make our organization what it is. We seek professional growth opportunity and a career path for each willing and committed individual we have the privilege to employ.

We value ethical decision making, teamwork, diversity, inclusion, integrity, and accountability. Our work family humbly takes great pride in the work we do.

It has truly been an honor and privilege to serve Clackamas County over many years. Our sincere hope is that through your evaluation process you will find that a decision to select Richart Family, Inc. as your service provider will be free of doubt, and again be the best choice for this program.

5.4 S.F. Price List, Sample Work Order A, Sample Work Order B- ATTACHED

5.5 References

Clark County Community
Development Weatherization
Mike Selig-Program Coordinator
mike.selig@clark.wa.gov
360-397-2375 Ext 4540
1300 Franklin, Vancouver WA

Opportunities Industrialization
Center of Washington
Bob Ponti- Housing Director
b.p@yvoic.org
509-853-2275 Ext 208
1419 Hathaway, Yakima WA

Coastal Community Action
Program
Jim Volz- QCI Auditor
jimv@coastalcap.org
360-500-4506 (office)
117 E Third Aberdeen WA

5.6 Proposal Certification- ATTACHED

Sincerely, 

Ryan Cone- Senior Vice President- Richart Family, Inc.



BUSINESS DETAIL

Licensee : RICHART FAMILY INC

Address : 14600 NE 20TH AVE VANCOUVER WA 98686

License No. : 50439

License Status: Active

Date First Licensed : 10/13/1986

Expiration Date: 11/14/2018

Entity Type : Corporation

Phone : (503) 232-1301

Endorsement Type :

Commercial General Contractor Level 2
Residential General Contractor

Workers' Compensation/Independent Contractor Status : Nonexempt

ADDITIONAL BUSINESS LICENSES AND CERTIFICATIONS

CERTIFIED LEAD-BASED PAINT RENOVATION (LBPR) CONTRACTOR LICENSE: YES

Expiration Date: 02/16/2018

Required to bid and work on pre-1978 residential structures.

ENERGY EFFICIENCY AND SUSTAINABILITY TECHNOLOGY (EEAST) CERTIFICATION: YES

Expiration Date: 03/17/2018

Qualified to work on projects funded through the Oregon Department of Energy's EEAST Program.

OTHER BUSINESS INFORMATION

WORKERS' COMPENSATION INSURANCE INFORMATION

<u>Coverage</u>	<u>Carrier</u>	<u>Policy No.</u>
Employee	WESTCHESTER SURPLUS LINES INS	G24119312002
Personal Election	None	None

LIABILITY INSURANCE INFORMATION (History)

<u>Company</u>	<u>Amount</u>	<u>Effective Through</u>
ASSOCIATED INDUSTRIES INSURANCE COMPANY INC	\$1,000,000.00	3/15/2018

SURETY BOND INFORMATION (History)

<u>Type</u>	<u>Company</u>	<u>Amount</u>	<u>Effective Through</u>
Residential	AMERICAN STATES INSURANCE COMPANY	\$20,000.00	11/14/2018
Commercial	AMERICAN STATES INSURANCE COMPANY	\$20,000.00	11/14/2018

PUBLIC WORKS BOND INFORMATION (History)

<u>Company</u>	<u>Effective Dates</u>
DEVELOPERS SURETY AND INDEMNITY COMPANY	06/05/2008 - (UNTIL CANCELLED)

<u>Exemption</u>	<u>Expiration Date</u>
N/A	

ASSOCIATED INDIVIDUALS

Corporate Officer

RICHART, GARY RICKY

RMI Owner

RICHART, GARY RICKY

Click [here](#) to see past associated individuals' names.

ASSUMED BUSINESS NAMES(S)

SAM Search Results

List of records matching your search for :

Record Status: Active

DUNS Number: 057679862

Functional Area: Entity Management, Performance Information

ENTITY	Richart Family, Inc.	Status:Active
DUNS: 057679862	+4:	CAGE Code: 5MG88 DoDAAC:
Expiration Date: Jul 25, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 14600 NE 20th Ave		
City: Vancouver	State/Province: WASHINGTON	
ZIP Code: 98686-1452	Country: UNITED STATES	

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name Richard Family Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	
Address (number, street, and apt. or suite no.) 14600 NE 20th Avenue	Requester's name and address (optional)
City, state, and ZIP code Vancouver	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number								
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OR								

Employer identification number									
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9	1	1	2	2	5	0	3	2	

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person <i>Guadalupe Handy for Richard Family Inc.</i>	Date <i>12/13/2017</i>
-----------	---	------------------------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

CONTRACTOR'S BUSINESS LICENSE



Issued to:

Richart Family Inc
14600 NE 20th
Vancouver WA 98686

License Number

2960

OCCB/OLCB Number

50439

Issued

10/03/2017

Expires

10/1/2018



**CITY OF
SANDY**

39250 PIONEER BLVD.
SANDY, OREGON 97055
PHONE: (503) 668-5533
FAX: (503) 668-8714

2017 Business License

License Number: 3122

Expires: December 31, 2017

License Issued To:

Richart Family, Inc
14600 NE 20th Ave
Vancouver, WA 98686

RFP 2017-18 Single Family Weatherization Major Measure Price Sheet

Vendor Name:		Richart Family Inc.		
Item #	Description	Labor	Material	Total
0	Miscellaneous Material	\$ -	cost plus 20%	\$ -
1	Hourly Rate	\$ 72.14	\$ -	\$ 72.14
2	Post Blower Door Operations.	\$ 252.49	\$ -	\$ 252.49
3	Blower Door Directed Air-Sealing	\$ 90.18	\$ -	\$ 90.18
4	2- part Polyurethane foam system	\$1.38	\$5.35	\$ 6.73
5	Sheetrock	\$18.34	\$3.17	\$ 21.51
6	Seal Chimney Chaseway (basement & attic)	\$55.04	\$31.17	\$ 86.21
7	Seal interior plumbing penetrations	\$ 18.03	\$ 8.67	\$ 26.70
8	Attic Heat Producing Fixtures	\$28.33	\$15.00	\$ 43.33
8.1	R-49 Blown-in Fiberglass	\$0.99	\$1.43	\$ 2.42
9	R-38 Blown-in Fiberglass	\$0.97	\$1.10	\$ 2.07
10	R-27 Blown-in Fiberglass	\$0.95	\$0.81	\$ 1.76
11	R-19 Blown-in Fiberglass	\$0.93	\$0.64	\$ 1.57
12	R-38 Blown-in Cellulose	\$ 0.97	\$ 1.07	\$ 2.04
12-1	R-49 Blown-in Cellulose	\$ 0.99	\$ 1.40	\$ 2.39
13	R-27 Blown-in Cellulose	\$ 0.95	\$ 0.83	\$ 1.78
14	R-19 Blown-in Cellulose	\$ 0.93	\$ 0.66	\$ 1.59
15	Drill & Fill or Pull Boards (Labor only, material separate)	\$ 1.44	\$ -	\$ 1.44
16	Knee Wall/Pony Wall/Rim Joist Blocks	\$ 1.95	\$ 2.58	\$ 4.53
17	Add R-11 Unfaced Fiberglass Batts to existing Knee Wall insulation	\$ 1.19	\$ 1.08	\$ 2.27
18	R-21 Kraft-faced Fiberglass	\$1.19	\$1.97	\$ 3.16
19	Tyvek/FSK/Equivalent	\$0.56	\$0.36	\$ 0.92
20	Twine only	\$0.44	\$0.04	\$ 0.48
21	R-13 Blown- in Fiberglass Insulation	\$1.16	\$2.15	\$ 3.31
22	R-15 Kraft-faced Fiberglass batt	\$ 1.19	\$ 1.54	\$ 2.73
23	Roof Vent 50 NFA	\$77.19	\$21.71	\$ 98.90
24	Roof Vent 92 NFA	\$ 77.19	\$ 25.36	\$ 102.55
25	Gable Vent	\$96.31	\$71.25	\$ 167.56
26	Soffit Vent or Freeze block Vent	\$27.52	\$11.40	\$ 38.92
27	Repair &/or Replace Flat Access Door	\$55.04	\$43.79	\$ 98.83
28	Cut & Make New Operable Flat Attic Access	\$94.21	\$47.77	\$ 141.98
30	Wx & Insulate Existing Flat Attic Access			\$ -
31	Repair &/or Replace Knee-wall Access Door	\$110.07	\$86.52	\$ 196.59
32	Cut & Make Operable Knee-wall Access	\$110.07	\$86.52	\$ 196.59
33	Cut in & Make inoperable Knee-wall Access	\$110.07	\$86.52	\$ 196.59
34	Wx & Insulate Existing Knee-wall Access	\$55.04	\$36.23	\$ 91.27
35	Install New Ground Cover	\$0.20	\$0.18	\$ 0.38
36	Water Pipe Insulation	\$1.25	\$0.28	\$ 1.53
38	Add R-11 Unfaced Fiberglass Batts to existing insulation	\$1.21	\$0.58	\$ 1.79
40	R-25 Faced Fiberglass Batts	\$1.21	\$1.01	\$ 2.22

41	R-30 Faced Fiberglass Batts	\$1.21	\$1.12	\$ 2.33
42	R-25 Fiberglass Floor Blow (Site built)	\$2.14	\$1.81	\$ 3.95
43	R-30 Fiberglass Floor Blow (Site built)	\$2.24	\$2.68	\$ 4.92
44	Floor with Ducts (additional labor only)	\$0.10	\$ -	\$ 0.10
46	Twine Floor only	\$0.44	\$0.04	\$ 0.48
47	Irregular Joist Space (additional labor only)	\$0.17	\$ -	\$ 0.17
48	Low-Clearance (additional labor only)	\$ 0.22	\$ -	\$ 0.22
49	Air Barrier	\$ 0.56	\$ 0.35	\$ 0.91
50	16 x 8 Vent in Wood/rescreen existing	\$55.04	\$26.72	\$ 81.76
51	Intentionally left blank	\$ -	\$ -	\$ -
52	R-11 Vinyl Faced Fiberglass	\$1.52	\$0.97	\$ 2.49
53	Intentionally left blank	\$ -	\$ -	\$ -
54	R-19 Vinyl Faced Fiberglass	\$1.52	\$1.24	\$ 2.76
55	Intentionally Left Blank	\$ -	\$ -	\$ -
56	Duct Seal Entire System (site-built homes)	\$640.75	\$68.27	\$ 709.02
57	2x4 R-13 Cellulose High Density	\$0.88	\$0.84	\$ 1.72
58	2x6 R-25 Cellulose High Density	\$ 1.10	\$ 1.26	\$ 2.36
59	2x8 R-30 Cellulose High Density	\$ 1.32	\$ 1.47	\$ 2.79
60	2x10 R-38 Cellulose High Density	\$ 1.54	\$ 1.68	\$ 3.22
61	2x12 R-44 Cellulose High Density	\$ 1.76	\$ 2.10	\$ 3.86
62	R-13 Fiberglass	\$0.88	\$0.76	\$ 1.64
63	R-13 Cellulose High Density	\$0.88	\$0.84	\$ 1.72
64	Install Cellulose Insulation in wall cavities, not high density	\$1.16	\$2.15	\$ 3.31
65	Cellulose Dense Pack in wall cavities where insulation already exists	\$1.16	\$1.15	\$ 2.31
66	R-13 High Density Fiberglass	\$ 0.88	\$ 1.15	\$ 2.03
67	R & R Shake Siding	\$0.54	\$ -	\$ 0.54
68	R & R Wood Siding	\$0.54	\$ -	\$ 0.54
69	R & R Vinyl Siding	\$0.49	\$ -	\$ 0.49
70	R & R Metal/Aluminum Siding	\$0.74	\$ -	\$ 0.74
71	R & R Asbestos Siding	\$2.26	\$ -	\$ 2.26
72	R & R Blind-Nailed Asbestos Siding	\$2.26	\$ -	\$ 2.26
73	R & R Asphalt Siding	\$2.26	\$ -	\$ 2.26
74	Access Drill and Fill	\$ 0.95	\$ -	\$ 0.95
75	Intentionally left blank	\$ -	\$ -	\$ -
76	Drill and Fill Stucco Siding	\$ 1.68	\$ -	\$ 1.68
77	Drill & Fill, access through interior walls	\$ 1.49	\$ -	\$ 1.49
78	Batt & cover open bump out	\$3.04	\$6.36	\$ 9.40
79	Block & Blow Closed Bump Out	\$5.67	\$4.06	\$ 9.73
80	Remove & Replace Existing Bath Fan	\$475.80	\$406.44	\$ 882.24
81	Vent Existing Bath Fan	\$120.37	\$53.82	\$ 174.19
82	Remove & Replace Existing Kitchen Fan	\$479.24	\$464.96	\$ 944.20
83	Vent Existing Kitchen Fan	\$120.37	\$102.87	\$ 223.24
83.1	Install New Kitchen Range Hood	\$479.24	\$464.96	\$ 944.20
83.2	Install a Humidistat Timer Switch	\$178.87	\$187.02	\$ 365.89

83.3	Install a Bath Fan Switch/Delay/Ventilation Controller	\$178.87	\$187.02	\$ 365.89
83.4	Install New Bath Fan	\$475.80	\$406.44	\$ 882.24
84	Furnish and Install Dryer Vent	\$55.04	\$52.45	\$ 107.49
85	Fresh Air 80			\$ -
86	Jamb up Weatherstrip Kit	\$55.04	\$22.27	\$ 77.31
87	Threshold & Door Shoe	\$96.31	\$19.51	\$ 115.82
88	Retractable Sweep	\$41.28	\$14.24	\$ 55.52
89	R & R keyed alike Lockset	\$55.04	\$26.72	\$ 81.76
90	Intentionally Left Blank	\$ -	\$ -	\$ -
91	R & R Solid Core Pre-Hung/Door Blank	\$247.65	\$532.55	\$ 780.20
92	R&R Pre-hung Door R-7	\$247.65	\$532.55	\$ 780.20
93	R&R Manufactured Home Door R-7	\$247.65	\$532.55	\$ 780.20
94	Intentionally Left Blank	\$ -	\$ -	\$ -
95	EPDM plus 3" Multi-Max or equivalent	\$1.72	\$5.47	\$ 7.19
96	EPDM plus 1 1/2" Multi-Max or equivalent with R-19 FG attic blow	\$ 2.18	\$ 6.59	\$ 8.77
97	EPDM plus 1 1/2" Multi-Max or equivalent with Blow R-21-38 FG attic)	\$ 2.25	\$ 6.84	\$ 9.09
98	R-21 Fiberglass Floor Blow	\$1.32	\$1.49	\$ 2.81
99	R-30 Fiberglass Floor Blow	\$1.42	\$2.36	\$ 3.78
100	R-25 Fiberglass Floor Blow, add rodent barrier	\$ 2.14	\$ 1.81	\$ 3.95
101	Add Cold Air Return grille in furnace closet door	\$55.04	\$26.72	\$ 81.76
102	Seal Ducts Single Wide	\$532.92	\$68.27	\$ 601.19
103	Seal Ducts Double Wide	\$615.48	\$115.67	\$ 731.15
104	Seal branch duct connection (cut open where identified)	\$27.52	\$6.70	\$ 34.22
105	Replace existing crossover duct	\$22.94	\$13.86	\$ 36.80
106	Install Blue/Pink Board	\$2.20	\$1.69	\$ 3.89
107	Repair Belly Board	\$0.82	\$0.32	\$ 1.14
108	Insulate Water Heater Closet inc. Door	\$354.11	\$147.26	\$ 501.37
109	Insulate Water Heater Closet Door ONLY	\$82.54	\$57.84	\$ 140.38
110	Vinyl Replacement Window	\$16.90	\$27.77	\$ 44.67
111	Safety Glass		\$ 9.08	\$ 9.08
112	R & R Double Strength Glass, wood sash	\$ 25.75	\$ 16.48	\$ 42.23
113	R & R Glass Aluminum Sash	\$ 25.75	\$ 16.48	\$ 42.23
114	Intentionally left blank	\$ -	\$ -	\$ -
115	intentionally left blank	\$ -	\$ -	\$ -
116	Under cut door (per door)	\$ 42.75	\$ -	\$ 42.75
117	Furnish & install by-pass grilles in door	\$ 53.44	\$ 36.48	\$ 89.92
118	Furnish & install by-pass grilles in wall	\$ 53.44	\$ 36.48	\$ 89.92
119	Furnish & install by-pass grilles in ceilings including cross-over duct (10 FT)	\$ 106.86	\$ 99.10	\$ 205.96
120	Add fresh air to return (1)	\$ 133.58	\$ 85.65	\$ 219.23
121	Restrict the flow of exhaust fans, supply ducts, and fresh air inlets	\$ 53.44	\$ 38.12	\$ 91.56
122	Lead Safe Weatherization, hourly labor rate	\$ 51.50	\$ -	\$ 51.50

ATTACHMENT A SITE BUILT SAMPLE WORK ORDER

SF - Site Built - Sample Work Order

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

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

INFILTRATION MEASURE

6	Seal Chimney Chaseway (basement & attic)	1	each	55.04	31.17	86.21	86.21
7	Seal Plumbing Penetrations	1	each	18.03	8.67	26.70	26.70
86	Jamb Up Weatherstrip Kit	2	each	55.04	22.27	77.31	154.62

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

267.53 <\$950 Maximum Budget for Infiltration measures

CEILING MEASURE

9	R38 Blown-in Fiberglass	321	sq ft	.97	1.10	2.07	664.47
10	R27 Blown-in Fiberglass	468	sq ft	.95	.81	1.76	823.68
24	Roof Vent with 92 NFA	4	each	77.19	21.71	98.90	395.60

Your total for these Ceiling line items should be equal to or below \$1,700

1,883.75 <\$1,700 Maximum Budget for Ceiling measures

WALL MEASURE

18	R21 Kraft-faced Fiberglass Batts for Knee Wall	280	sq ft	1.19	1.97	3.16	884.80
31	Repair or Replace Knee Wall Access Door	2	each	110.07	80.52	190.59	393.18
63	R13 Blown-in Cellulose High Density	1262	sq ft	.88	.84	1.72	2170.06
67	R&R Shakes	108	sq ft	.54		.54	58.32
68	R&R Wood Siding	1154	sq ft	.54		.54	623.16
123	Lead Safe Weatherization, hourly labor rate	8	hr	51.50		51.50	412.00

Your total for these Wall line items should be equal to or below \$4,250

4,541.52 <\$4,250 Maximum Budget for Wall measures

FLOOR MEASURE

41	R30 Faced Fiberglass Batts	796	sq ft	1.21	1.12	2.33	1854.68
44	Extra fee: Floor with Ducts	796	sq ft	.10		.10	79.60

Your total for these Floor line items should be equal to or below \$1,800

1,934.28 <\$1,800 Maximum Budget for Floor measures

DUCT INSULATION MEASURE

52	R11 Vinyl faced Fiberglass (supply in crawl)	492	sq ft	1.52	.97	2.49	1225.08
54	R19 Vinyl faced Fiberglass (return in attic)	30	sq ft	1.52	1.24	2.76	82.80

Your total for these Duct Insulation line items should be equal to or below \$1,000

1,307.88 <\$1,000 Maximum Budget for Duct Insulation measures

DUCT SEALING MEASURE

56	Duct Seal Entire System (Site Built Homes)	1	system	640.75	68.27	709.02	709.02
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Your total Duct Sealing line items should be equal to or below \$800

<\$800 Maximum Budget for Duct Sealing measure

HEALTH & SAFETY MEASURES

83	Vent Existing Kitchen Fan	1	each	120.37	53.82	174.19	174.19
83.1	Install New Kitchen Range Hood Fan	1	each	479.24	464.96	944.20	944.20
84	Furnish & Install Dryer Vent	1	each	55.04	52.45	107.49	107.49
116	Undercut Door (per door)	3	each	42.75		42.75	128.25

Your total for Health & Safety line items

1,354.13 <\$1,500 Maximum Budget for Health & Safety measures

Grand Total Of 7 "Bundles" 11,998.11 \$12,000.00 Maximum Budget for All Measures

**ATTACHMENT B
MANUFACTURED HOME SAMPLE WORK ORDER**

SF - Mobile Home - Sample Work Order ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF MATERIAL MUST MATCH YOUR ITEM PRICES ON YOU PRICE

Item #	Description	Qty	Unit	Per Item Cost			Total Cost	
				Labor	Materials	L & M		
FLOOR MEASURE								Your total for this Floor line item should be equal to or below \$4,500
98	R21 Fiberglass Blown-in (belly of MH)	848	sq ft	1.32	1.49	2.81	2382.88	<\$4,500 Maximum Budget for Floor measure
DUCT SEALING MEASURE								Your total for this Duct Seal line item should be equal to or below \$1,000
100	Seal Ducts of a Single Wide MH	1	system	532.92	68.27	601.19	601.19	<\$1,000 Maximum Budget for Duct Sealing measure
WINDOW MEASURE								Your total for these Windows line items should be equal to or below \$6,900
111	Vinyl Replacement Window	141	sq ft	16.90	27.77	44.67	6298.47	<\$6,900 Maximum Budget for Window measures
123	Lead Safe Weatherization (hrly rate)	10	hr	51.50		51.50	515.00	
							6,813.47	

Grand Total Of 3 "Bundles" 9,797.54 \$12,400 Maximum Budget for All Measures

PROPOSAL CERTIFICATION
WEATHERIZATION MAJOR MEASURE CONTRACTORS

Submitted by: RICHART FAMILY INC., WASHINGTON
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.
- (k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120
Weatherization Major Measure Contractors

Non-Resident Proposer, Resident State WASHINGTON
Oregon Business Registry Number 028372-84

Contractor's Authorized Representative

Signature: Ryan M. Cone Date: 12/14/2017
Name: RYAN M. CONE Title: VICE PRESIDENT
Firm: RICHART FAMILY INC.
Address: 14600 N.E. 20th AVE
City/State/Zip: VANCOUVER WA 98686 Phone: (503) 232-1301
e-mail: ryanc@richartbuilders.com Fax: (360) 574-1167

Contract Manager:

Name CHRIS ROBINSON Title: OPERATIONS MANAGER
Phone number: 360-909-0258
Email Address: chrisr@richartbuilders.com



3406 Redwood Ave., Bellingham, WA 98225
Phone: (360) 734-5121 Fax: (360) 676-9754

a department of opportunity
council

Certificate of Attendance and Successful Completion EPA

Lead-Safe Renovations, Repairs, & Painting Refresher - English

Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Chris Robinson

14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-14-00842

Course Date: December 5, 2014

Examination Date: December 5, 2014

Expiration Date: December 5, 2019

Jon Martin,
Training Manager / Principal Instructor

12-12-14

Date


John Davies, Training Director

12-12-14

Date





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Per 40 CFR Part 745.225
Washington Administrative Code: 365-230

Stephen Threatt II

14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-14-00843

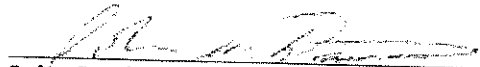
Course Date: December 5, 2014
Examination Date: December 5, 2014
Expiration Date: December 5, 2019



Jon Martin,
Training Manager / Principal Instructor

12-12-14

Date



John Davies, Training Director


12-12-14

Date





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Michael McMahon

14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-14-00840

Course Date: December 5, 2014

Examination Date: December 5, 2014

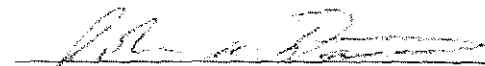
Expiration Date: December 5, 2019



Jon Martin,
Training Manager / Principal Instructor

12-12-14

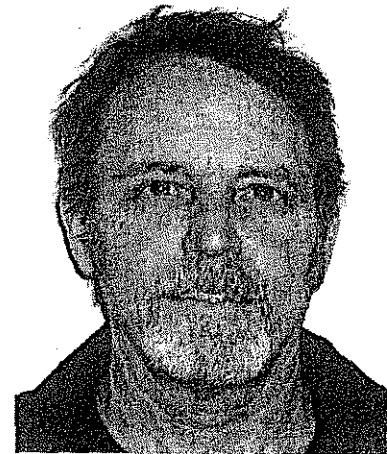
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John Davies, Training Director

12-12-14

Date





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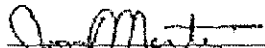
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Per 40 CFR Part 745.225
Washington Administrative Code: 365-230

Frank Bourn

14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-14-00835

Course Date: December 5, 2014
Examination Date: December 5, 2014
Expiration Date: December 5, 2019



Jon Martin,
Training Manager / Principal Instructor

12-12-14

Date




John Davies, Training Director

12-12-14

Date





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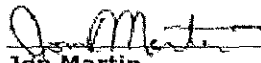
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Per 40 CFR Part 745.225
Washington Administrative Code: 365-230

Jon Coverdale

14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-14-00836

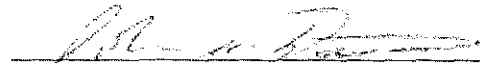
Course Date: December 5, 2014
Examination Date: December 5, 2014
Expiration Date: December 5, 2019



Jon Martin,
Training Manager / Principal Instructor

12-12-14

Date



John Davies, Training Director

12-12-14

Date





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Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Matt Welch

14600 Ne 20th Ave., Vancouver, WA 98686

Certificate Number: R-I-18693-16-01022

Course Date: March 11, 2016

Examination Date: March 11, 2016

Expiration Date: March 11, 2021

Chris Clay

Chris Clay,
Training Manager / Principal Instructor

3-16-16

Date

John Davies

John Davies, Training Director

3-16-16

Date





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Washington Administrative Code: 365-230

Craig Brundle

14600 Ne 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-16-01011

Course Date: March 11, 2016

Examination Date: March 11, 2016

Expiration Date: March 11, 2021

Chris Clay,
Training Manager / Principal Instructor

3-16-16

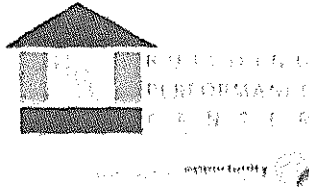
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John Davies, Training Director

3-16-16

Date





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Phone: (360) 734-5121 Fax: (360) 676-9754

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EPA

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Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Travis Rains

14200 Wide Hollow Rd., Yakima, WA 98908

Certificate Number: R-I-18693-15-00995

Course Date: February 9, 2016

Examination Date: February 9, 2016

Expiration Date: February 9, 2021

Chris Clay

Chris Clay,
Training Manager / Principal Instructor

2-11-16

Date

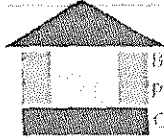
John Davies

John Davies, Training Director


2-11-16

Date





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Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Keith Olsen

14600 Ne 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-16-01017

Course Date: March 11, 2016

Examination Date: March 11, 2016

Expiration Date: March 11, 2021

Chris Clay

Chris Clay,
Training Manager / Principal Instructor

3-16-16

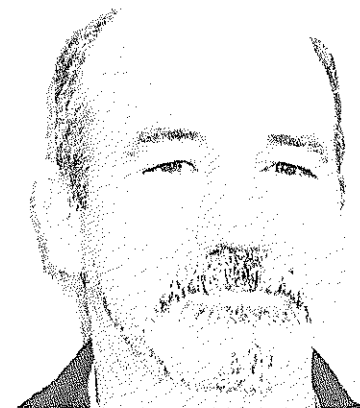
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John Davies

John Davies, Training Director

3-16-16

Date





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Phone: (360) 734-5121 Fax: (360) 676-9754

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EPA

Lead-Safe Renovations, Repairs, & Painting Initial - English

Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Donnie Nichols

14600 Ne 20th Ave., Vancouver, WA 98686

Certificate Number: R-I-18693-16-01016

Course Date: March 11, 2016

Examination Date: March 11, 2016

Expiration Date: March 11, 2021

Chris Clay

Chris Clay,
Training Manager / Principal Instructor

3-16-16

Date

John Davies


John Davies, Training Director

3-16-16

Date





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3406 Redwood Ave., Bellingham, WA 98225
Phone: (360) 734-5121 Fax: (360) 676-9754

Certificate of Attendance and Successful Completion EPA

Lead-Safe Renovations, Repairs, & Painting Initial - English

Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Levi McMahon

14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-I-18693-15-00913

Course Date: March 25, 2015
Examination Date: March 25, 2015
Expiration Date: March 25, 2020



Chris Clay,
Training Manager / Principal Instructor

4-1-15

Date




John Davies, Training Director

4-1-15

Date





a department of  opportunity council

3406 Redwood Ave., Bellingham, WA 98225
Phone: (360) 734-5121 Fax: (360) 676-9754

Certificate of Attendance and Successful Completion EPA

Lead-Safe Renovations, Repairs, & Painting Initial - English

Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Carlos Mendoza

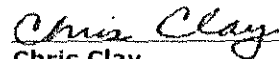
131 Parkland Dr. Trailer 76, Sunnyside, WA 98944

Certificate Number: R-I-18693-15-00990

Course Date: February 9, 2016

Examination Date: February 9, 2016

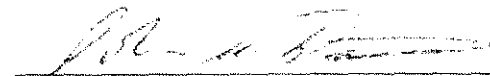
Expiration Date: February 9, 2021



Chris Clay,
Training Manager / Principal Instructor

2-11-16

Date



John Davies, Training Director

2-11-16

Date





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council

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Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Heladio Cardenas

14600 Ne 20th Ave., Vancouver, WA 98686

Certificate Number: R-I-18693-16-01012

Course Date: March 11, 2016
Examination Date: March 11, 2016
Expiration Date: March 11, 2021

Chris Clay,
Training Manager / Principal Instructor

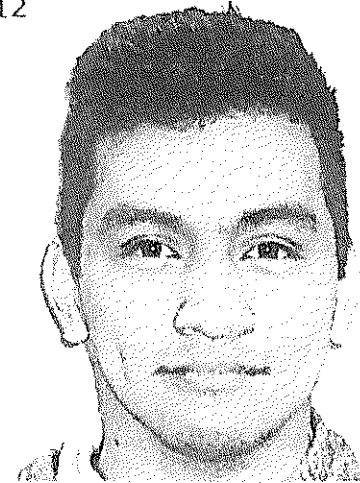
3-16-16

Date

John Davies, Training Director

3-16-16

Date



Northwest Independent Contractors Association



Certificate of Attendance and Successful Completion
RENOVATOR INTIAL - ENGLISH

PER 40 CFR 745.222 AND WAC 365-230

CERTIFICATE: R-I-45131-17-02003



Joao Deherrera

230 Blossom Way Yakima, WA 98908

A handwritten signature in black ink, appearing to read "D. Y. P.", positioned above the title "Lead Instructor".

Lead Instructor

A handwritten signature in black ink, appearing to read "Kris Alberti", positioned above the title "Training Manager, Kris Alberti".

Training Manager, Kris Alberti

Course Date: 03/09/2017

Exam Date: 03/09/2017

Expiration Date: 3/9/2022

145 HIGHWAY 28 WEST | SOAP LAKE, WA 98851 | 509-246-9080 | WWW.NICATRaining.COM

Certificate of Completion

This certificate is awarded to:
Joao Deherrera

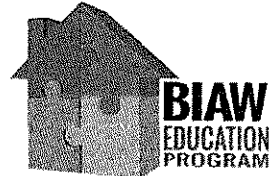
In completion of the
EPA Certified Lead-Safety/Renovator/Repair/Paint

March 9, 2017 | 8:00 - 5:00 | Yakima, Washington

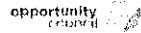
Instructor: Kris Alberti, CAPS, CGP

Amanda Fields

Amanda Fields
Education Program Director





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Certificate of Attendance and Successful Completion EPA

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Per 40 CFR Part 745.225

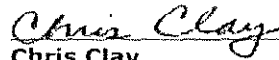
Washington Administrative Code: 365-230

Ryan Wells

14600 Ne 20th Ave., Vancouver, WA 98686

Certificate Number: R-I-18693-16-01023

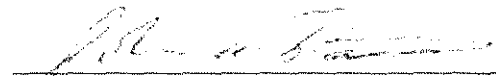
Course Date: March 11, 2016
Examination Date: March 11, 2016
Expiration Date: March 11, 2021



Chris Clay,
Training Manager / Principal Instructor

3-16-16

Date

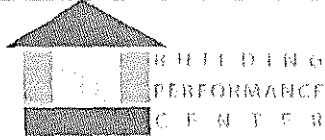



John Davies, Training Director

3-16-16

Date





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Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Lawrence Sefton IV

14600 Ne 20th Ave., Vancouver, WA 98686

Certificate Number: R-I-18693-16-01020

Course Date: March 11, 2016
Examination Date: March 11, 2016
Expiration Date: March 11, 2021

Chris Clay

Chris Clay,
Training Manager / Principal Instructor

3-16-16

Date

John Davies


John Davies, Training Director

3-16-16

Date





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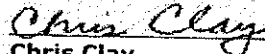
Washington Administrative Code: 365-230

Nick Giese

14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-15-00935

Course Date: April 17, 2015
Examination Date: April 17, 2015
Expiration Date: April 17, 2020


Chris Clay,
Training Manager / Principal Instructor

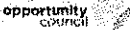
4-24-15
Date


John Davies, Training Director

4-24-15
Date





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EPA

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Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Jerimiah Dyer

14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-15-00933

Course Date: April 17, 2015

Examination Date: April 17, 2015

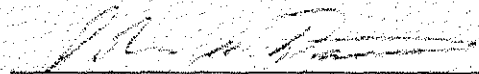
Expiration Date: April 17, 2020



Chris Clay,
Training Manager / Principal Instructor

4-24-15

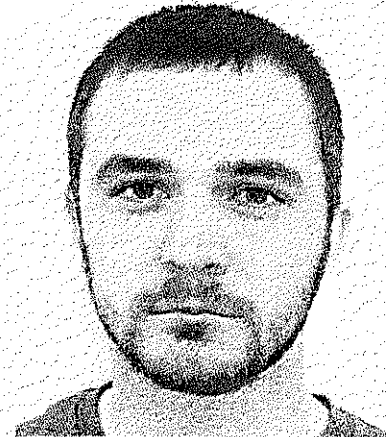
Date

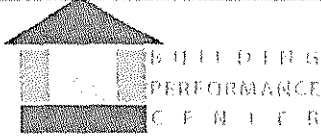


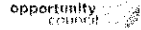
John Davies, Training Director

4-24-15

Date





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Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Nicholas Duff

14600 Ne 20th Ave., Vancouver, WA 98686

Certificate Number: R-I-18693-16-01014

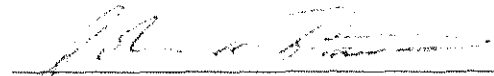
Course Date: March 11, 2016
Examination Date: March 11, 2016
Expiration Date: March 11, 2021



Chris Clay,
Training Manager / Principal Instructor

3-16-16

Date



John Davies, Training Director

3-16-16

Date



Northwest Independent Contractors Association



Certificate of Attendance and Successful Completion

RENOVATOR- INITIAL ENGLISH

PER 40 CFR 745.222 AND WAC 365-230

CERTIFICATE: R-I-45131-01163



Derek Wawrzyniak

15705 NE 19th Ave Vancouver, WA

A handwritten signature in black ink, appearing to be "D. Y. B.", written over a horizontal line.

Lead Instructor

A handwritten signature in black ink, appearing to be "Kris Alberti", written over a horizontal line.

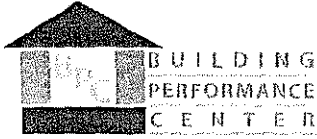
Training Manager, Kris Alberti

Course Date: 3/29/2013


Exam Date: 3/29/2013

Expiration Date: 3/29/2018

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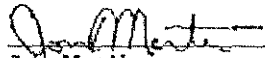
Lead-Safe Renovations, Repairs, & Painting Refresher - English
Per 40 CFR Part 745.225
Washington Administrative Code: 365-230

Casey Richart

14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-14-00841

Course Date: December 5, 2014
Examination Date: December 5, 2014
Expiration Date: December 5, 2019



Jon Martin,
Training Manager / Principal Instructor

12-12-14

Date



John Davies, Training Director


12-12-14

Date





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Phone: (360) 734-5121 Fax: (360) 676-9754

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Certificate of Attendance and Successful Completion EPA

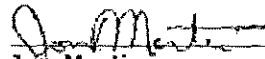
Lead-Safe Renovations, Repairs, & Painting Refresher - English
Per 40 CFR Part 745.225
Washington Administrative Code: 365-230

Jacob Judd

14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-14-00839

Course Date: December 5, 2014
Examination Date: December 5, 2014
Expiration Date: December 5, 2019



Jon Martin,
Training Manager / Principal Instructor

12-12-14

Date



John Davies, Training Director

12-12-14

Date





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Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Bob Feaser

14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-15-00934

Course Date: April 17, 2015

Examination Date: April 17, 2015

Expiration Date: April 17, 2020

Chris Clay

Chris Clay,
Training Manager / Principal Instructor

4-24-15

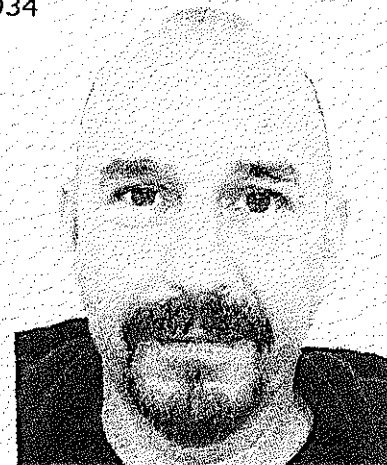
Date

John Davies

John Davies, Training Director

4-24-15

Date



Board of County Commissioners
Clackamas County

Members of the Board:

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

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

BACKGROUND

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

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

PROCUREMENT PROCESS

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

The agreement has been reviewed and approved by County Counsel.

RECOMMENDATION

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

Respectfully Submitted,

Richard Swift
Health, Housing, and Human Services Director

Placed on the _____ Agenda by the Procurement Division.

WEATHERIZATION CONSTRUCTION CONTRACT

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

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

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

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

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

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

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

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

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed \$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 of all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. County shall make progress payments on the Contract monthly as Work progresses. Application for payment shall be based upon the percentage of the Work that has been completed. As a condition precedent to County’s obligation to pay, all applications for payment shall be approved by the

County. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein.

- B. Contractor shall submit to the County an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, application for payment will be accepted only for materials that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

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

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

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

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

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

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

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.

- B. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the Contract.
- C. Not permit any lien or claim to be filed or prosecuted against the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against County, or assign any sums due by County, to subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give subcontractors a claim or standing to make a claim against the County or the Worksite Owner.
- D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

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

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 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. Contractor shall ensure that each of its subcontractors complies with these requirements.

Section 14. Responsibility for Damages and Indemnity: Contractor shall be responsible for all damage to property, injury to persons, and lose, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

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

- A. Commercial General Liability: The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.
- B. Automobile Liability: The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County shall be excess and shall not contribute to it.
- D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.
- E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the coverage's retroactive date is on or before the effective date of this Contract.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.
- F. The Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County in writing.

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

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

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the

representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event.

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

- A. All Contractor Claims shall be referred to the County for review. Contractor’s Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) Days after a denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) Days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the “Detailed Notice”) that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.
- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County’s decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the County’s decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within

sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

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

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by County, Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

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

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

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or

otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

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

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

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

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

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

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

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this Section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

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

- A. The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- B. This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as

benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).

- C. The Contractor certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

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

Section 32. Access to Records: Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The United States Government, the State of Oregon, and County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Section 33. Governing Law: This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide 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, and that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of Substantial Completion. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modification not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Section 37. Execution and Counterparts: This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

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

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees that 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 Section 39.A.1 through 39.A.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.

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Contractor Name: _____

Representative Name and Title: _____

Signature: _____ Date: _____

ATTACHMENT A
SITE BUILT SAMPLE WORK ORDER

ATTACHMENT B
MANUFACTURED HOME SAMPLE WORK ORDER

ATTACHMENT C
WEATHERIZATION MAJOR MEASURE ITEM LIST

ATTACHMENT D
CLACKAMAS COUNTY INSTALL EXPECTATIONS

ATTACHMENT E
WEATHERIZATION MAJOR MEASURES ITEMS

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agreement with Good Energy Retrofit LLC for
Weatherization Major Measure Construction Services

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

BACKGROUND

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

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

PROCUREMENT PROCESS

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

The agreement has been reviewed and approved by County Counsel.

RECOMMENDATION

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

Respectfully Submitted,

Richard Swift
Health, Housing, and Human Services Director

Placed on the _____ Agenda by the Procurement Division.

WEATHERIZATION CONSTRUCTION CONTRACT

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

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

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

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

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

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

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

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

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed \$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 of all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. County shall make progress payments on the Contract monthly as Work progresses. Application for payment shall be based upon the percentage of the Work that has been completed. As a condition precedent to County’s obligation to pay, all applications for payment shall be approved by the

County. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein.

- B. Contractor shall submit to the County an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, application for payment will be accepted only for materials that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

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

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

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

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

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

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

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.

- B. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the Contract.
- C. Not permit any lien or claim to be filed or prosecuted against the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against County, or assign any sums due by County, to subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give subcontractors a claim or standing to make a claim against the County or the Worksite Owner.
- D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

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

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 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. Contractor shall ensure that each of its subcontractors complies with these requirements.

Section 14. Responsibility for Damages and Indemnity: Contractor shall be responsible for all damage to property, injury to persons, and lose, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

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

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.
- B. **Automobile Liability:** The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County shall be excess and shall not contribute to it.

- D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

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

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

- F. The Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County in writing.

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

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

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the

representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event.

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

- A. All Contractor Claims shall be referred to the County for review. Contractor’s Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) Days after a denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) Days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the “Detailed Notice”) that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.
- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County’s decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within

sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

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

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by County, Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

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

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

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or

otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

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

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

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

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

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

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

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this Section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

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

- A. The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- B. This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as

benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).

- C. The Contractor certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

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

Section 32. Access to Records: Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The United States Government, the State of Oregon, and County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Section 33. Governing Law: This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide 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, and that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of Substantial Completion. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modification not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Section 37. Execution and Counterparts: This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

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

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees that 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 Section 39.A.1 through 39.A.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.

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Contractor Name: _____

Representative Name and Title: _____

Signature: _____ Date: _____

ATTACHMENT A
Request for Proposals #2017-18 - Weatherization Major Measure Contractors



REQUEST FOR PROPOSALS #2017-18
FOR
WEATHERIZATION MAJOR MEASURE CONTRACTORS
BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

Donald Krupp
County Administrator

George Marlton
Procurement Division Director

Patricia Bride
Senior Procurement & Contract Analyst Sr.

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: November 9, 2017

TIME: 2:00 PM, Pacific Time

PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045

SCHEDULE

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

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List of Attachments:

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

SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

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

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

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

Contact Information

Procurement Process and Technical Questions: Patricia Bride, 503-742-5447, pbride@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

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

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms listed in Section 6. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of the Instructions to Proposers Section of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

2.19 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.20 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.21 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.22 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

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

2.24 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.25 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.26 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.27 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.28 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.29 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender

identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.30 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

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

3.2 BACKGROUND

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

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

3.3. SPECIAL CONSIDERATIONS

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

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

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

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

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

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

SCOPE OF WORK

3.3.1. Work Order Assignment

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

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

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

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

3.3.2 Work Assignments and Pre-Job Energy Audit

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

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

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

3.3.3 Work Cap

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

3.3.4 Target Population Served

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

3.3.5 Geographic Borders / Limitations & Service Areas

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

3.3.6 Funding

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

3.3.7 Technical Training

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

3.4 Scope of Services

3.4.1 General Provisions

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

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

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

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

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

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

The Contractor certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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

3.4.2 Price Escalation / De-Escalation

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

3.4.3 Hazardous Materials

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

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

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

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

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

3.4.4 Disqualification

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

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

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

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

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

Special Certifications/Licenses/Endorsements

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

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

3.4.4.2 SAM - Debarment

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

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

3.4.5 Lead Safe Weatherization

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

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

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

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

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

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

3.4.6 Required Contractor Workshop Training

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

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

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

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

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

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

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

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

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

3.4.8 Warranty Policy

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

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

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

3.4.9 Use of Recycled Materials

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

3.4.10 Major Measure Items

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

3.4.11 Performance Measures and Performance Reporting

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

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

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

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

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

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

3.4.12 Term of Contract:

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

SECTION 4 EVALUATION PROCEDURE

- 4.1** An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-20
Sample Work Orders	0-45
Fees	0-30
References	0-05
Available points	0-100

- 4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

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

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

Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

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

5.2. Proposer's General Background and Qualifications:

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

5.3. Scope of Work

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

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

5.5. References

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

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
WEATHERIZATION MAJOR MEASURE CONTRACTORS

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.
- (k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

[] Resident Bidder, as defined in ORS 279A.120
[] Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

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

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

SECTION 6
SAMPLE CONTRACT FORM

WEATHERIZATION CONSTRUCTION CONTRACT

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

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

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

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

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

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

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

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

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

Section 5. Contract Payments:

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

- B. Contractor shall submit to the County an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, application for payment will be accepted only for materials that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

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

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

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

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

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

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

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

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

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

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

All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

Section 14. Responsibility for Damages and Indemnity: Contractor shall be responsible for all damage to property, injury to persons, and lose, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

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

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.
- B. **Automobile Liability:** The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.
- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County shall be excess and shall not contribute to it.
- D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with

limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

- E. If any other required liability insurance is arranged on a “claims made” basis, “tail” coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor’s insurer will provide “tail” coverage as subscribed, whichever is greater, or continuous “claims made” liability coverage for thirty-six (36) months following the Contract completion. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided the coverage’s retroactive date is on or before the effective date of this Contract.

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

- F. The Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County in writing.

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

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

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

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

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

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

- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.
- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

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

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

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

- G. Unless otherwise directed by the County, the Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

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

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

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

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

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

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

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

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

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

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this Section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the

services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

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

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

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

Section 32. Access to Records: Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The United States Government, the State of Oregon, and County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Section 33. Governing Law: This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

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

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

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

Section 37. Execution and Counterparts: This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

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

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

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

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

Section 39. Federal Assurances

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

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

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

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

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

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

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

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

Contractor

Clackamas County

Authorized Signature Date

Richard Swift, Director Date

Name / Title Printed

APPROVED AS TO FORM

CCB License Number

Oregon Business Registry Number

County Counsel Date

Entity Type / State of Formation



CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Contractor Name:

Representative Name and Title:

Signature:

Date:

ATTACHMENT A SITE BUILD SAMPLE WORK ORDER

SF - Site Built - Sample Work Order

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

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

INFILTRATION MEASURE

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

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

- <\$950 Maximum Budget for Infiltration measures

CEILING MEASURE

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

Your total for these Ceiling line items should be equal to or below \$1,700

- <\$1,700 Maximum Budget for Ceiling measures

WALL MEASURE

18	R21 Kraft-faced Fiberglass Batts for Knee Wall	280	sq ft			-	-
31	Repair or Replace Knee Wall Access Door	2	each			-	-
63	R13 Blown-in Cellulose High Density	1262	sq ft			-	-
67	R&R Shakes	108	sq ft			-	-
68	R&R Wood Siding	1154	sq ft			-	-
123	Lead Safe Weatherization, hourly labor rate	8	hr			-	-

Your total for these Wall line items should be equal to or below \$4,250

- <\$4,250 Maximum Budget for Wall measures

FLOOR MEASURE

41	R30 Faced Fiberglass Batts	796	sq ft			-	-
44	Extra fee: Floor with Ducts	796	sq ft			-	-

Your total for these Floor line items should be equal to or below \$1,800

- <\$1,800 Maximum Budget for Floor measures

DUCT INSULATION MEASURE

52	R11 Vinyl faced Fiberglass (supply in crawl)	492	sq ft			-	-
54	R19 Vinyl faced Fiberglass (return in attic)	30	sq ft			-	-

Your total for these Duct Insulation line items should be equal to or below \$1,000

- <\$1,000 Maximum Budget for Duct Insulation measures

DUCT SEALING MEASURE

56	Duct Seal Entire System (Site Built Homes)	1	system			-	-
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Your total Duct Sealing line items should be equal to or below \$800

- <\$800 Maximum Budget for Duct Sealing measure

HEALTH & SAFETY MEASURES

83	Vent Existing Kitchen Fan	1	each			-	-
83.1	Install New Kitchen Range Hood Fan	1	each			-	-
84	Furnish & Install Dryer Vent	1	each			-	-
116	Undercut Door (per door)	3	each			-	-

Your total for Health & Safety line items

- <\$1,500 Maximum Budget for Health & Safety measures

Grand Total Of 7 "Bundles" - \$12,000.00 Maximum Budget for All Measures

**ATTACHMENT B
MANUFACTURED HOME SAMPLE WORK ORDER**

SF - Mobile Home - Sample Work Order				ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF MATERIAL MUST MATCH YOUR ITEM PRICES ON YOU PRICE				
Item #	Description	Qty	Unit	Per Item Cost			Total Cost	
				Labor	Materials	L & M		
FLOOR MEASURE								Your total for this Floor line item should be equal to or below \$4,500
98	R21 Fiberglass Blown-in (belly of MH)	848	sq ft			0.00	0.00	<\$4,500 Maximum Budget for Floor measure
DUCT SEALING MEASURE								Your total for this Duct Seal line item should be equal to or below \$1,000
100	Seal Ducts of a Single Wide MH	1	system			0.00	0.00	<\$1,000 Maximum Budget for Duct Sealing measure
WINDOW MEASURE								Your total for these Windows line items should be equal to or below \$6,900
111	Vinyl Replacement Window	141	sq ft			0.00	0.00	0.00 <\$6,900 Maximum Budget for Window measures
123	Lead Safe Weatherization (hrly rate)	10	hr			0.00	0.00	
Grand Total Of 3 "Bundles"							0.00	\$12,400 Maximum Budget for All Measures

**ATTACHMENT C
WEATHERIZATION MAJOR MEASURE LIST**

RFP 2017-18 SingleFamily Weatherization Major Measure Price Sheet				
		Vendor Name:		
Item #	Description	Labor	Material	Total
0	Miscellaneous Material			
1	Hourly Rate			
2	Post Blower Door Operations.			
3	Blower Door Directed Air-Sealing			
4	2- part Polyurethane foam system			
5	Sheetrock			
6	Seal Chimney Chaseway (basement & attic)			
7	Seal interior plumbing penetrations			
8	Attic Heat Producing Fixtures			
8.1	R-49 Blown-in Fiberglass			
9	R-38 Blown-in Fiberglass			
10	R-27 Blown-in Fiberglass			
11	R-19 Blown-in Fiberglass			
12	R-38 Blown-in Cellulose			
12-1	R-49 Blown-in Cellulose			
13	R-27 Blown-in Cellulose			
14	R-19 Blown-in Cellulose			
15	Drill & Fill or Pull Boards (Labor only, material separate)			
16	Knee Wall/Pony Wall/Rim Joist Blocks			
17	Add R-11 Unfaced Fiberglass Batts to existing Knee Wall insulation			
18	R-21 Kraft-faced Fiberglass			
19	Tyvek/FSK/Equivalent			
20	Twine only			
21	R-13 Blown- in Fiberglass Insulation			
22	R-15 Kraft-faced Fiberglass batt			
23	Roof Vent 50 NFA			
24	Roof Vent 92 NFA			
25	Gable Vent			
26	Soffit Vent or Freeze block Vent			
27	Repair &/or Replace Flat Access Door			
28	Cut & Make New Operable Flat Attic Access			
30	Wx & Insulate Existing Flat Attic Access			
31	Repair &/or Replace Knee-wall Access Door			
32	Cut & Make Operable Knee-wall Access			
33	Cut in & Make inoperable Knee-wall Access			
34	Wx & Insulate Existing Knee-wall Access			

35	Install New Ground Cover			
36	Water Pipe Insulation			
38	Add R-11 Unfaced Fiberglass Batts to existing insulation			
40	R-25 Faced Fiberglass Batts			
41	R-30 Faced Fiberglass Batts			
42	R-25 Fiberglass Floor Blow (Site built)			
43	R-30 Fiberglass Floor Blow (Site built)			
44	Floor with Ducts (additional labor only)			
46	Twine Floor only			
47	Irregular Joist Space (additional labor only)			
48	Low-Clearance (additional labor only)			
49	Air Barrier			
50	16 x 8 Vent in Wood/rescreen existing			
51	Intentionally left blank			
52	R-11 Vinyl Faced Fiberglass			
53	Intentionally left blank			
54	R-19 Vinyl Faced Fiberglass			
55	Intentionally Left Blank			
56	Duct Seal Entire System (site-built homes)			
57	2x4 R-13 Cellulose High Density			
58	2x6 R-25 Cellulose High Density			
59	2x8 R-30 Cellulose High Density			
60	2x10 R-38 Cellulose High Density			
61	2x12 R-44 Cellulose High Density			
62	R-13 Fiberglass			
63	R-13 Cellulose High Density			
64	Install Cellulose Insulation in wall cavities, not high density			
65	Cellulose Dense Pack in wall cavities where insulation already exists			
66	R-13 High Density Fiberglass			
67	R & R Shake Siding			
68	R & R Wood Siding			
69	R & R Vinyl Siding			
70	R & R Metal/Aluminum Siding			
71	R & R Asbestos Siding			
72	R & R Blind-Nailed Asbestos Siding			
73	R & R Asphalt Siding			
74	Access Drill and Fill			
75	Intentionally left blank			
76	Drill and Fill Stucco Siding			
77	Drill & Fill, access through interior walls			
78	Batt & cover open bump out			
79	Block & Blow Closed Bump Out			
80	Remove & Replace Existing Bath Fan			

81	Vent Existing Bath Fan			
82	Remove & Replace Existing Kitchen Fan			
83	Vent Existing Kitchen Fan			
83.1	Install New Kitchen Range Hood			
83.2	Install a Humidistat Timer Switch			
83.3	Install a Bath Fan Switch/Delay/Ventilation Controller			
83.4	Install New Bath Fan			
84	Furnish and Install Dryer Vent			
85	Fresh Air 80			
86	Jamb up Weatherstrip Kit			
87	Threshold & Door Shoe			
88	Retractable Sweep			
89	R & R keyed alike Lockset			
90	Intentionally Left Blank			
91	R & R Solid Core Pre-Hung/Door Blank			
92	R&R Pre-hung Door R-7			
93	R&R Manufactured Home Door R-7			
94	Intentionally Left Blank			
95	EPDM plus 3" Multi-Max or equivalent			
96	EPDM plus 1 1/2" Multi-Max or equivalent with R-19 FG attic blow			
97	EPDM plus 1 1/2" Multi-Max or equivalent with Blow R-21-38 FG attic)			
98	R-21 Fiberglass Floor Blow			
99	R-30 Fiberglass Floor Blow			
100	R-25 Fiberglass Floor Blow, add rodent barrier			
101	Add Cold Air Return grille in furnace closet door			
102	Seal Ducts Single Wide			
103	Seal Ducts Double Wide			
104	Seal branch duct connection (cut open where identified)			
105	Replace existing crossover duct			
106	Install Blue/Pink Board			
107	Repair Belly Board			
108	Insulate Water Heater Closet inc. Door			
109	Insulate Water Heater Closet Door ONLY			
110	Vinyl Replacement Window			
111	Safety Glass			
112	R & R Double Strength Glass, wood sash			
113	R & R Glass Aluminum Sash			
114	Intentionally left blank			
115	intentionally left blank			
116	Under cut door (per door)			
117	Furnish & install by-pass grilles in door			

118	Furnish & install by-pass grilles in wall			
119	Furnish & install by-pass grilles in ceilings including cross-over duct (10 FT)			
120	Add fresh air to return (1)			
121	Restrict the flow of exhaust fans, supply ducts, and fresh air inlets			
122	Lead Safe Weatherization, hourly labor rate			

ATTACHMENT D
CLACKAMAS COUNTY INSTALL EXPECTATIONS

CLACKAMAS COUNTY WEATHERIZATION REQUIRED
MEASURE INSTALL EXPECTATIONS

1. Contractor is required to notify CCWX no more than 1 ½ hour after arriving on job site to confirm all the plumbing, electrical, phone (etc.) is free of leaks and working and that the job is cleared to proceed. Failure to notify the county of any findings at that time will then be the contractor's responsibility to repair.
2. All pre-1978 dwellings require delivery of a "Renovate Right Pamphlet" and you must obtain a "Renovate Right Receipt" signed and dated by the customer, no more than 60 days prior to the start of job, and no less than 7 days prior to the start of work. If mailed, you must send it via certified mail, no less than 7 days before the start of the job. (we will require the signed and dated receipt)
3. Cover inspections are mandatory. All measures and prep work that will be covered must pass a cover inspection before completing the measure (duct sealing, exhaust vent pipe including dryer vent pipe, floor penetrations, attic penetrations, wall penetrations etc...). We want to see it before you cover it.
4. When supporting batt insulation with twine (floor, wall, ducting, water pipe etc...). The twine must be tied off at all start and end points.
5. In mobile homes with soft drop or paper rodent barrier, belly patching is to be stapled using an outward clinch stapler at a minimum 2" (inches) apart around the entire perimeter of patch and covered with mastic. (patch must not bend, sag, or move once installed)
6. **All** recessed light fixtures are to be boxed in with an air tight rigid barrier enclosure (such as sheet rock; minimum 5/8") as part of the attic infiltration measure.
7. Flag all J-boxes and install insulation depth markers every 300 sq. ft.
8. All exhaust fan vent pipes are to be insulated with R-11 batt insulation and secured with twine.
9. Exhaust vent screen openings are to be no smaller than ¼" and not larger than ½".
10. Sheet metal patches on mobile home roofs are to be sealed and secured to the existing roof before installing insulation board.

11. When installing Mobile Home Exterior Roof Insulation; only one (1) rubber membrane is to be used on single wide and two (2) rubber membranes on double wide mobile home is to be used. No patching pieces together.
12. Only metal sweeps secured with screws are allowed for mobile home duct end blocking.
13. Allow time for mastic to dry before reinstalling duct registers.
14. Only metal ducting is to be used when replacing mobile home cross over duct unless otherwise specified in the scope of work
15. **Existing flex ducting;** the inner sleeve of flex ducting is to be sealed with mastic to the hard pipe connections and secured with a tie-strap. Then also secure the outer sleeve to hard pipe connection.
16. Condensation Lines in crawlspace (both site-built and mobile homes) will be extended to the outside.
17. No changes or variations will be made to the scope of work or dwelling without obtaining prior approval from CCWX.
18. ALL DOCUMENTS GENERATED AT CCWX NEED TO BE REVIEWED, SIGNED, AND RETURNED WITHIN FIVE BUSINESS DAYS.

**ATTACHMENT B
CONTRACTORS RESPONSE**

**Clackamas County
2017-18 Weatherization Major Measure Contractors RFP**

Submitted by:

**Good Energy Retrofit, LLC
1132 SW 57th Ave.
Portland, OR 97221
503-318-1323
kris@gerpdx.com**

Closing Date & Time: December 14, 2017. 2:00pm

This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.

5.2: Proposer's General Background & Qualifications:

Description of Firm:

Founded in 2011, Good Energy Retrofit, LLC is a certified woman-owned general contracting construction company. We specialize in Home Performance with Energy Star assessments and whole home upgrades including insulation, window, high efficiency heating and water heating weatherization and electrical installations, as well as seismic retrofits and general remodeling. We currently have 6 employees and two full-time crews. Kris Grube is the owner and operator of the company and has 15 years of general construction experience and 9 years' energy efficiency and weatherization experience. Ernesto Melo, our Director of Construction Services has 19 years' weatherization installer and supervisory experience. Ernesto has been the crew supervisor for Good Energy Retrofit jobs since 2011, initially on a subcontracting basis.

Description of experience with OWAP for the installation of approved weatherization materials:

Kris Grube has been a prime contractor for Enhabit (formerly Clean Energy Works) since its inception in 2010. She has extensive experience and a thorough knowledge of the specifications required for BPI (Building Performance Institute), PTCS (Performance Tested Comfort System Duct Testing and Sealing) and Energy Trust of Oregon compliant work. Ernesto Melo has 19 years' experience managing installations requiring adherence to those specifications and seven years' experience performing work specifically following the Oregon Weatherization Assistance Program specifications and requirements. A high percentage of our jobs have required, and successfully passed, third-party program inspections.

Credentials & experience of key-individuals that would be assigned to this project.

Identify crew leader who will lead on-site work:

Kris Grube is BPI, PTCS & Lead RRP Certified. Her company has consistently maintained a 3-star Energy Trust Rating. She has owned and operated a construction company since 2003. Her construction career began with residential remodeling in 2003 and in 2008 she began specializing in weatherization and energy efficiency. Currently, she also specializes in seismic retrofits and has returned to general remodeling services. Kris provides project management, sales and business administration for the company, and is actively involved in project oversight both in the field and from the office.

Ernesto Melo, our on-site lead, has built a 19-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.

Emiliano Mejia, will also work as an on-site lead when Ernesto is not available. He has 8 years' weatherization experience and is our lead carpenter and finishing crew member. He is skilled and experienced with air and duct sealing.

Description of providing similar services to public entities of similar size within the past five (5) years:

Good Energy Retrofit has been a contractor for Enhabit (formerly Clean Energy Works) from 2010 to now. For the past 3 years, we have provided low-income contracting services for NAYA (The Native American Youth Alliance) and The City of Portland Housing Bureau, performing about 40 weatherization and critical repair projects this past year.

Ernesto, while working for Green Energy Solutions, was the 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.

Number of years' experience providing energy upgrades:

Good Energy Retrofit has provided energy upgrades to single family residences for 9 years. Ernesto Melo has 19 years' experience installing and managing energy efficiency upgrade projects, and Emiliano Mejia has 8 years industry experience with both site built and manufactured homes.

Description of the firm's ability to meet the requirements in Section 3:

We have read and can meet all of the requirements in Section 3, including, but not limited to the following: We are able to comply with the Master Grant Agreement and Savings to Investment Ratio requirements. We are able to complete our projects within 45 days of issuance of work order. We have all the skills to perform the Counties Work Assignments, including credentials to perform CAZ Testing and Pressure Balancing. We are competent working with diverse clients and on both site-built and manufactured homes. We hold all required credentials. We can meet all warranty requirements and have organized and effective administrative systems to manage the volume and complexity of program paperwork.

Description of what distinguishes the firm from other firms performing a similar service:

Being a female run firm is probably our biggest distinguishing factor. Kris has a background in social work and Ernesto is a very thoughtful and conscientious individual. We bring a respectful attitude to our clients, whether they are individuals desiring the most cutting edge efficiency options, or those struggling to get by and manage even basic care of their homes. We have strong skills communicating effectively with a wide range of people and enjoy working with diverse individual and providing an understanding experience for all of our clients.

We are also knowledgeable and experienced in building science. Having completed over 1,000 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, ventilation needs, etc.

5.2 Attachments

Employee Certification Copies

5.3 Scope of Work:

Oregon CCB Number: 194841

DUNS Number: 080995153

Oregon Lead Based Paint Renovation Contractors License Number: LBPR194841

Lead Renovators Certifications – Attached for Kris Grube, Ernesto Melo & Emiliano Mejia.

Employer Identification Number: 45-2959476

Oregon Women Owned Business (OWESB) Certification Number: 7544

Other License Certificates attached:

Kris Grube, BPI & PTCS.

Ernesto Melo & Emiliano Mejia, EPDM.

Good Energy Retrofit’s standard mobilization time from time of issuance of work order:

We are typically one to two weeks out. We will reserve calendar space in advance of receiving work orders to assure that we have the capacity to meet the County’s requirements.

Crew Composition:

We have two crews of two workers. Ernesto will act as primary on-site lead for both crews, and will be backed up by Kris and Emiliano.

How Good Energy Retrofit will provide for trade related work:

All insulation, air sealing and carpentry work is preformed in-house. We preform our window installation in-house and through a sub-contractor, HELP Group occasionally when needed to maintain capacity. We subcontract our electrical to ABC Electrical, plumbing to Ranieri Plumbing and HVAC services to Petra Heating and Air Conditioning or The Heat Pump Store. We are considering changing to a Clackamas County based electrician for these projects and will confer with the County about subcontracting protocol.

Project Understanding and approach:

We are experienced with the County Weatherization Assistance Program processes. We understand that the County will provide the assessment and establishment of scope of work, and that contractors will be chosen based on our ranking and adherence to the modeling, rules of the MGA and SIR requirements. We will follow the OWAP Field Guide and Standards when performing our work and adhere to all other Scope of Work requirements outlined in Section 3 of the RFP.

5.4 ATTACHMENTS: FEES

SITE BUILT & MANUFACTURED HOME SAMPLE WORK ORDER

AND

SINGLE FAMILY WEATHERIZATION MAJOR MEASURE PRICE LIST

5.5 REFERENCES:

Eron Riddle, Community Development Project Coordinator

NAYA Family Center

WX 2.0 Project Manager

5135 NE Columbia Blvd, Portland, OR 97218

503-288-8177 EXT 226

eronr@nayapdx.org

Tim Miller, CEO

Enhabit

1733 NE 7th Ave, Portland, OR 97212

503.490.3014

tim.miller@enhabit.org

Jose Flores, Weatherization Lead Inspector

Multnomah County Youth & Family Services Division

421 SW Oak St, Suite 200, Portland, OR 97204

503-988-7436

Jose.flores@multco.us

5.6 Attachment

Signed Proposal Certification

PROPOSAL CERTIFICATION
WEATHERIZATION MAJOR MEASURE CONTRACTORS

Submitted by: Good Energy Retrofit, LLC

(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.
- (k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number 790523-96

Contractor's Authorized Representative

DocuSigned by:
Kris Grube
A64FBEECF19A443

Signature: _____ Date: 12-12-17

Name: Christine M. Grube Title: Owner

Firm: Good Energy Retrofit, LLC

Address: 1132 SW 57th Ave

City/State/Zip: Portland, OR 97221 Phone: () _____

e-mail: kris@gerpdx.com Fax: _____

Contract Manager:

Name Kris Grube Title: Owner

Phone number: 503-318-1323

Email Address: kris@gerpdx.com

RFP 2017-18 Single Family Weatherization Major Measure Price Sheet				
Vendor Name:		Good Energy Retrofit		
Item #	Description	Labor	Material	Total
0	Miscellaneous Material		20%	20%
1	Hourly Rate	\$ 75.00		
2	Post Blower Door Operations.	\$ 150.00		\$ 150.00
3	Blower Door Directed Air-Sealing	\$ 80.00	\$ 20.00	\$ 100.00
4	2- part Polyurethane foam system	\$ 3.00	\$ 2.00	\$ 5.00
5	Sheetrock	\$ 18.00	\$ 2.00	\$ 20.00
6	Seal Chimney Chaseway (basement & attic)	\$ 150.00	\$ 150.00	\$ 300.00
7	Seal interior plumbing penetrations	\$ 150.00	\$ 150.00	\$ 300.00
8	Attic Heat Producing Fixtures	\$ 30.00	\$ 20.00	\$ 50.00
8.1	R-49 Blown-in Fiberglass	\$ 0.97	\$ 1.03	\$ 2.00
9	R-38 Blown-in Fiberglass	\$ 0.87	\$ 0.71	\$ 1.58
10	R-27 Blown-in Fiberglass	\$ 0.82	\$ 0.63	\$ 1.45
11	R-19 Blown-in Fiberglass	\$ 0.76	\$ 0.54	\$ 1.30
12	R-38 Blown-in Cellulose	\$ 0.90	\$ 0.85	\$ 1.75
12-1	R-49 Blown-in Cellulose	\$ 1.00	\$ 1.10	\$ 2.10
13	R-27 Blown-in Cellulose	\$ 0.87	\$ 0.63	\$ 1.50
14	R-19 Blown-in Cellulose	\$ 0.81	\$ 0.98	\$ 1.40
15	Drill & Fill or Pull Boards (Labor only, material separate)	\$ 0.50		\$ 0.50
16	Knee Wall/Pony Wall/Rim Joist Blocks	\$ 2.50	\$ 1.50	\$ 4.00
17	Add R-11 Unfaced Fiberglass Batts to existing Knee Wall insulation	\$ 0.60	\$ 0.80	\$ 1.40
18	R-21 Kraft-faced Fiberglass	\$ 0.60	\$ 1.00	\$ 1.60
19	Tyvek/FSK/Equivalent	\$ 0.30	\$ 0.30	\$ 0.60
20	Twine only	\$ 0.30	\$ 0.30	\$ 0.60
21	R-13 Blown- in Fiberglass Insulation	\$ 1.10	\$ 1.20	\$ 2.30
22	R-15 Kraft-faced Fiberglass batt	\$ 0.60	\$ 0.95	\$ 1.55
23	Roof Vent 50 NFA	\$ 70.00	\$ 30.00	\$ 100.00
24	Roof Vent 92 NFA	\$ 70.00	\$ 40.00	\$ 110.00
25	Gable Vent	\$ 100.00	\$ 40.00	\$ 140.00
26	Soffit Vent or Freeze block Vent	\$ 40.00	\$ 20.00	\$ 60.00
27	Repair &/or Replace Flat Access Door	\$ 80.00	\$ 40.00	\$ 120.00
28	Cut & Make New Operable Flat Attic Access	\$ 130.00	\$ 70.00	\$ 200.00
30	Wx & Insulate Existing Flat Attic Access	\$ 50.00	\$ 50.00	\$ 100.00
31	Repair &/or Replace Knee-wall Access Door	\$ 100.00	\$ 50.00	\$ 150.00
32	Cut & Make Operable Knee-wall Access	\$ 130.00	\$ 70.00	\$ 200.00
33	Cut in & Make inoperable Knee-wall Access	\$ 110.00	\$ 40.00	\$ 150.00
34	Wx & Insulate Existing Knee-wall Access	\$ 40.00	\$ 30.00	\$ 70.00

35	Install New Ground Cover	\$ 0.30	\$ 0.20	\$ 0.50
36	Water Pipe Insulation	\$ 2.50	\$ 0.50	\$ 3.00
38	Add R-11 Unfaced Fiberglass Batts to existing insulation	\$ 1.25	\$ 0.50	\$ 1.75
40	R-25 Faced Fiberglass Batts	\$ 0.90	\$ 1.15	\$ 2.05
41	R-30 Faced Fiberglass Batts	\$ 0.90	\$ 1.20	\$ 2.10
42	R-25 Fiberglass Floor Blow (Site built)	\$ 1.50	\$ 1.50	\$ 3.00
43	R-30 Fiberglass Floor Blow (Site built)	\$ 1.50	\$ 1.75	\$ 3.25
44	Floor with Ducts (additional labor only)	\$ 0.10		\$ 0.10
46	Twine Floor only	\$ 0.70	\$ 0.10	\$ 0.80
47	Irregular Joist Space (additional labor only)	\$ 0.25		\$ 0.25
48	Low-Clearance (additional labor only)	\$ 0.35		\$ 0.35
49	Air Barrier	\$ 0.50	\$ 0.30	\$ 0.80
50	16 x 8 Vent in Wood/rescreen existing	\$ 55.00	\$ 20.00	\$ 75.00
51	Intentionally left blank			
52	R-11 Vinyl Faced Fiberglass	\$ 0.70	\$ 1.00	\$ 1.70
53	Intentionally left blank			
54	R-19 Vinyl Faced Fiberglass	\$ 0.80	\$ 1.10	\$ 1.90
55	Intentionally Left Blank			
56	Duct Seal Entire System (site-built homes)	\$ 550.00	\$ 150.00	\$ 700.00
57	2x4 R-13 Cellulose High Density	\$ 1.10	\$ 0.80	\$ 1.90
58	2x6 R-25 Cellulose High Density	\$ 1.25	\$ 1.55	\$ 2.80
59	2x8 R-30 Cellulose High Density	\$ 1.35	\$ 1.70	\$ 3.05
60	2x10 R-38 Cellulose High Density	\$ 1.45	\$ 2.10	\$ 3.55
61	2x12 R-44 Cellulose High Density	\$ 1.55	\$ 2.50	\$ 4.05
62	R-13 Fiberglass	\$ 1.10	\$ 0.80	\$ 1.90
63	R-13 Cellulose High Density	\$ 1.10	\$ 0.80	\$ 1.90
64	Install Cellulose Insulation in wall cavities, not high density	\$ 1.10	\$ 0.60	\$ 1.70
65	Cellulose Dense Pack in wall cavities where insulation already exists	\$ 1.10	\$ 0.60	\$ 1.70
66	R-13 High Density Fiberglass	\$ 1.10	\$ 0.80	\$ 1.90
67	R & R Shake Siding	\$ 0.30		\$ 0.30
68	R & R Wood Siding	\$ 0.40		\$ 0.40
69	R & R Vinyl Siding	\$ 0.40		\$ 0.40
70	R & R Metal/Aluminum Siding	\$ 0.80		\$ 0.80
71	R & R Asbestos Siding	\$ -		\$ -
72	R & R Blind-Nailed Asbestos Siding	\$ -		\$ -
73	R & R Asphalt Siding	\$ 3.50		\$ 3.50
74	Access Drill and Fill	\$ 1.00		\$ 1.00
75	Intentionally left blank			
76	Drill and Fill Stucco Siding	\$ 1.50		\$ 1.50
77	Drill & Fill, access through interior walls	\$ 1.00		\$ 1.00
78	Batt & cover open bump out	\$ 14.00	\$ 6.00	\$ 20.00
79	Block & Blow Closed Bump Out	\$ 2.50	\$ 2.00	\$ 4.50
80	Remove & Replace Existing Bath Fan	\$ 750.00	\$ 350.00	\$ 1,100.00

81	Vent Existing Bath Fan	\$ 100.00	\$ 200.00	\$ 300.00
82	Remove & Replace Existing Kitchen Fan	\$ 550.00	\$ 300.00	\$ 850.00
83	Vent Existing Kitchen Fan	\$ 100.00	\$ 200.00	\$ 300.00
83.1	Install New Kitchen Range Hood	\$ 550.00	\$ 300.00	\$ 850.00
83.2	Install a Humidistat Timer Switch	\$ 100.00	\$ 50.00	\$ 150.00
83.3	Install a Bath Fan Switch/Delay/Ventilation Controller	\$ 100.00	\$ 50.00	\$ 150.00
83.4	Install New Bath Fan	\$ 950.00	\$ 450.00	\$ 1,450.00
84	Furnish and Install Dryer Vent	\$ 100.00	\$ 100.00	\$ 200.00
85	Fresh Air 80	\$ 125.00	\$ 110.00	\$ 235.00
86	Jamb up Weatherstrip Kit	\$ 70.00	\$ 50.00	\$ 120.00
87	Threshold & Door Shoe	\$ 200.00	\$ 80.00	\$ 280.00
88	Retractable Sweep	\$ 80.00	\$ 40.00	\$ 120.00
89	R & R keyed alike Lockset	\$ 100.00	\$ 45.00	\$ 145.00
90	Intentionally Left Blank			
91	R & R Solid Core Pre-Hung/Door Blank	\$ 300.00	\$ 200.00	\$ 500.00
92	R&R Pre-hung Door R-7	\$ 500.00	\$ 400.00	\$ 900.00
93	R&R Manufactured Home Door R-7	\$ 350.00	\$ 400.00	\$ 750.00
94	Intentionally Left Blank			
95	EPDM plus 3" Multi-Max or equivalent	\$ 3.00	\$ 3.50	\$ 6.50
96	EPDM plus 1 1/2" Multi-Max or equivalent with R-19 FG attic blow	\$ 3.00	\$ 3.80	\$ 6.80
97	EPDM plus 1 1/2" Multi-Max or equivalent with Blow R-21-38 FG attic)	\$ 3.75	\$ 3.50	\$ 7.25
98	R-21 Fiberglass Floor Blow	\$ 1.90	\$ 2.90	\$ 4.80
99	R-30 Fiberglass Floor Blow	\$ 2.10	\$ 3.10	\$ 5.20
100	R-25 Fiberglass Floor Blow, add rodent barrier	\$ 2.00	\$ 3.00	\$ 5.00
101	Add Cold Air Return grille in furnace closet door	\$ 70.00	\$ 50.00	\$ 120.00
102	Seal Ducts Single Wide	\$ 600.00	\$ 200.00	\$ 800.00
103	Seal Ducts Double Wide	\$ 750.00	\$ 350.00	\$ 1,100.00
104	Seal branch duct connection (cut open where identified)	\$ 150.00	\$ 100.00	\$ 250.00
105	Replace existing crossover duct	\$ 200.00	\$ 285.00	\$ 485.00
106	Install Blue/Pink Board	\$ 2.00	\$ 2.00	\$ 4.00
107	Repair Belly Board	\$ 0.50	\$ 0.60	\$ 1.10
108	Insulate Water Heater Closet inc. Door	\$ 250.00	\$ 100.00	\$ 350.00
109	Insulate Water Heater Closet Door ONLY	\$ 100.00	\$ 50.00	\$ 150.00
110	Vinyl Replacement Window	\$ 27.00	\$ 18.00	\$ 45.00
111	Safety Glass	\$ 30.00	\$ 30.00	\$ 60.00
112	R & R Double Strength Glass, wood sash	\$ 30.00	\$ 20.00	\$ 50.00
113	R & R Glass Aluminum Sash	\$ 27.00	\$ 18.00	\$ 45.00
114	Intentionally left blank			
115	intentionally left blank			
116	Under cut door (per door)	\$ 50.00		\$ 50.00
117	Furnish & install by-pass grilles in door	\$ 50.00	\$ 45.00	\$ 95.00

118	Furnish & install by-pass grilles in wall	\$ 65.00	\$ 85.00	\$ 150.00
119	Furnish & install by-pass grilles in ceilings including cross-over duct (10 FT)	\$ 100.00	\$ 100.00	\$ 200.00
120	Add fresh air to return (1)	\$ 200.00	\$ 175.00	\$ 375.00
121	Restrict the flow of exhaust fans, supply ducts, and fresh air inlets	\$ 45.00	\$ 45.00	\$ 90.00
122	Lead Safe Weatherization, hourly labor rate	\$ 50.00		\$ 50.00

**ATTACHMENT A
SITE BUILD SAMPLE WORK ORDER**

SF - Site Built - Sample Work Order

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

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

INFILTRATION MEASURE

6	Seal Chimney Chaseway (basement & attic)	1	each	150	150	-	-
7	Seal Plumbing Penetrations	1	each	150	150	-	-
86	Jamb Up Weatherstrip Kit	2	each	70	50	-	-

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

- <\$950 Maximum Budget for Infiltration measures

CEILING MEASURE

9	R38 Blown-in Fiberglass	321	sq ft	.87	.71	-	-
10	R27 Blown-in Fiberglass	468	sq ft	.82	.63	-	-
24	Roof Vent with 92 NFA	4	each	70	40	-	-

Your total for these Ceiling line items should be equal to or below \$1,700

- <\$1,700 Maximum Budget for Ceiling measures

WALL MEASURE

18	R21 Kraft-faced Fiberglass Batts for Knee Wall	280	sq ft	.60	1.00	-	-
31	Repair or Replace Knee Wall Access Door	2	each	100	50	-	-
63	R13 Blown-in Cellulose High Density	1262	sq ft	1.10	.80	-	-
67	R&R Shakes	108	sq ft	.30		-	-
68	R&R Wood Siding	1154	sq ft	.40		-	-
123	Lead Safe Weatherization, hourly labor rate	8	hr	50		-	-

Your total for these Wall line items should be equal to or below \$4,250

- <\$4,250 Maximum Budget for Wall measures

FLOOR MEASURE

41	R30 Faced Fiberglass Batts	796	sq ft	.90	1.20	-	-
44	Extra fee: Floor with Ducts	796	sq ft	.10		-	-

Your total for these Floor line items should be equal to or below \$1,800

- <\$1,800 Maximum Budget for Floor measures

DUCT INSULATION MEASURE

52	R11 Vinyl faced Fiberglass (supply in crawl)	492	sq ft	.70	1.00	-	-
54	R19 Vinyl faced Fiberglass (return in attic)	30	sq ft	.80	1.10	-	-

Your total for these Duct Insulation line items should be equal to or below \$1,000

- <\$1,000 Maximum Budget for Duct Insulation measures

DUCT SEALING MEASURE

56	Duct Seal Entire System (Site Built Homes)	1	system	550	150	-	-
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Your total Duct Sealing line items should be equal to or below \$800

- <\$800 Maximum Budget for Duct Sealing measure

HEALTH & SAFETY MEASURES

83	Vent Existing Kitchen Fan	1	each	100	200	-	-
83.1	Install New Kitchen Range Hood Fan	1	each	550	300	-	-
84	Furnish & Install Dryer Vent	1	each	100	100	-	-
116	Undercut Door (per door)	3	each	50		-	-

Your total for Health & Safety line items

- <\$1,500 Maximum Budget for Health & Safety measures

Grand Total Of 7 "Bundles" - \$12,000.00 Maximum Budget for All Measures

**ATTACHMENT B
MANUFACTURED HOME SAMPLE WORK ORDER**

SF - Mobile Home - Sample Work Order				ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF MATERIAL MUST MATCH YOUR ITEM PRICES ON YOU PRICE				
Item #	Description	Qty	Unit	Per Item Cost			Total Cost	
				Labor	Materials	L & M		
FLOOR MEASURE								Your total for this Floor line item should be equal to or below \$4,500
98	R21 Fiberglass Blown-in (belly of MH)	848	sq ft	1.90	2.90	0.00	0.00	<\$4,500 Maximum Budget for Floor measure
DUCT SEALING MEASURE								Your total for this Duct Seal line item should be equal to or below \$1,000
100	Seal Ducts of a Single Wide MH	1	system	600	200	0.00	0.00	<\$1,000 Maximum Budget for Duct Sealing measure
WINDOW MEASURE								Your total for these Windows line items should be equal to or below \$6,900
111	Vinyl Replacement Window	141	sq ft	27	18	0.00	0.00	0.00 <\$6,900 Maximum Budget for Window measures
123	Lead Safe Weatherization (hrly rate)	10	hr	50		0.00	0.00	
Grand Total Of 3 "Bundles"							0.00	\$12,400 Maximum Budget for All Measures

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agreement with Energy Comfort and Construction LLC for
Weatherization Major Measure Construction Services

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

BACKGROUND

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

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

PROCUREMENT PROCESS

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

The agreement has been reviewed and approved by County Counsel.

RECOMMENDATION

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

Respectfully Submitted,

Richard Swift
Health, Housing, and Human Services Director

Placed on the _____ Agenda by the Procurement Division.

WEATHERIZATION CONSTRUCTION CONTRACT

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

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

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

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

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

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

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

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

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed \$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 of all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. County shall make progress payments on the Contract monthly as Work progresses. Application for payment shall be based upon the percentage of the Work that has been completed. As a condition precedent to County’s obligation to pay, all applications for payment shall be approved by the

County. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein.

- B. Contractor shall submit to the County an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, application for payment will be accepted only for materials that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

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

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

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

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

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

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

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.

- B. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the Contract.
- C. Not permit any lien or claim to be filed or prosecuted against the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against County, or assign any sums due by County, to subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give subcontractors a claim or standing to make a claim against the County or the Worksite Owner.
- D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

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

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 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. Contractor shall ensure that each of its subcontractors complies with these requirements.

Section 14. Responsibility for Damages and Indemnity: Contractor shall be responsible for all damage to property, injury to persons, and lose, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

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

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.
- B. **Automobile Liability:** The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County shall be excess and shall not contribute to it.
- D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.
- E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the coverage's retroactive date is on or before the effective date of this Contract.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.
- F. The Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County in writing.

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

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

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the

representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event.

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

- A. All Contractor Claims shall be referred to the County for review. Contractor’s Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) Days after a denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) Days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the “Detailed Notice”) that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.
- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County’s decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within

sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

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

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by County, Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

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

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

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or

otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

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

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

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

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

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

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

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this Section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

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

- A. The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- B. This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as

benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).

- C. The Contractor certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

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

Section 32. Access to Records: Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The United States Government, the State of Oregon, and County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Section 33. Governing Law: This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide 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, and that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of Substantial Completion. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modification not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Section 37. Execution and Counterparts: This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

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

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees that 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 Section 39.A.1 through 39.A.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.

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Contractor Name: _____

Representative Name and Title: _____

Signature: _____ Date: _____

ATTACHMENT A
Request for Proposals #2017-18 - Weatherization Major Measure Contractors



REQUEST FOR PROPOSALS #2017-18
FOR
WEATHERIZATION MAJOR MEASURE CONTRACTORS
BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

Donald Krupp
County Administrator

George Marlton
Procurement Division Director

Patricia Bride
Senior Procurement & Contract Analyst Sr.

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: November 9, 2017

TIME: 2:00 PM, Pacific Time

PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045

SCHEDULE

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

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List of Attachments:

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

SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

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

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

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

Contact Information

Procurement Process and Technical Questions: Patricia Bride, 503-742-5447, pbride@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

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

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms listed in Section 6. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of the Instructions to Proposers Section of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

2.19 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.20 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.21 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.22 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

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

2.24 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.25 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.26 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.27 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.28 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.29 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender

identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.30 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

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

3.2 BACKGROUND

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

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

3.3. SPECIAL CONSIDERATIONS

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

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

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

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

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

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

SCOPE OF WORK

3.3.1. Work Order Assignment

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

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

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

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

3.3.2 Work Assignments and Pre-Job Energy Audit

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

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

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

3.3.3 Work Cap

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

3.3.4 Target Population Served

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

3.3.5 Geographic Borders / Limitations & Service Areas

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

3.3.6 Funding

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

3.3.7 Technical Training

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

3.4 Scope of Services

3.4.1 General Provisions

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

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

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

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

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

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

The Contractor certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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

3.4.2 Price Escalation / De-Escalation

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

3.4.3 Hazardous Materials

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

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

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

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

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

3.4.4 Disqualification

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

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

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

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

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

Special Certifications/Licenses/Endorsements

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

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

3.4.4.2 SAM - Debarment

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

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

3.4.5 Lead Safe Weatherization

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

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

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

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

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

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

3.4.6 Required Contractor Workshop Training

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

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

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

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

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

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

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

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

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

3.4.8 Warranty Policy

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

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

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

3.4.9 Use of Recycled Materials

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

3.4.10 Major Measure Items

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

3.4.11 Performance Measures and Performance Reporting

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

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

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

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

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

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

3.4.12 Term of Contract:

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

SECTION 4 EVALUATION PROCEDURE

- 4.1** An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-20
Sample Work Orders	0-45
Fees	0-30
References	0-05
Available points	0-100

- 4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

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

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

Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

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

5.2. Proposer's General Background and Qualifications:

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

5.3. Scope of Work

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

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

5.5. References

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

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
WEATHERIZATION MAJOR MEASURE CONTRACTORS

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.
- (k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

[] Resident Bidder, as defined in ORS 279A.120

[] Non-Resident Proposer, Resident State _____

Oregon Business Registry Number _____

Contractor's Authorized Representative

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

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

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

SECTION 6
SAMPLE CONTRACT FORM

WEATHERIZATION CONSTRUCTION CONTRACT

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

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

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

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

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

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

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

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

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

Section 5. Contract Payments:

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

- B. Contractor shall submit to the County an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, application for payment will be accepted only for materials that have been installed. The County reserves the right to withhold all or part of a payment or may nullify in whole or part any payment previously made, to such extent as may be necessary in the County's opinion to protect the County from loss because of: (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with applicable laws or the Contract Documents; (b) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

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

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

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

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

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

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

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

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

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

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

All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

Section 14. Responsibility for Damages and Indemnity: Contractor shall be responsible for all damage to property, injury to persons, and lose, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

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

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.
- B. **Automobile Liability:** The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and the County, its officers, elected officials, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.
- C. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or County shall be excess and shall not contribute to it.
- D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with

limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

- E. If any other required liability insurance is arranged on a “claims made” basis, “tail” coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor’s insurer will provide “tail” coverage as subscribed, whichever is greater, or continuous “claims made” liability coverage for thirty-six (36) months following the Contract completion. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided the coverage’s retroactive date is on or before the effective date of this Contract.

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

- F. The Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County in writing.

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

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

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

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

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

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

- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Key Dates adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against County.
- C. The County will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and County in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the County shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

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

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

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

- G. Unless otherwise directed by the County, the Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the County, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or Delay Work, in whole or in part, without a written stop work order from the County.

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

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

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

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

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

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

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

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

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

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this Section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the

services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

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

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

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

Section 32. Access to Records: Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The United States Government, the State of Oregon, and County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Section 33. Governing Law: This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

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

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

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

Section 37. Execution and Counterparts: This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

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

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

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

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

Section 39. Federal Assurances

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

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

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

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

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

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

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

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

Contractor

Clackamas County

Authorized Signature Date

Richard Swift, Director Date

Name / Title Printed

APPROVED AS TO FORM

CCB License Number

Oregon Business Registry Number

County Counsel Date

Entity Type / State of Formation



CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Contractor Name:

Representative Name and Title:

Signature:

Date:

ATTACHMENT A SITE BUILD SAMPLE WORK ORDER

SF - Site Built - Sample Work Order

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

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

INFILTRATION MEASURE

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

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

- <\$950 Maximum Budget for Infiltration measures

CEILING MEASURE

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

Your total for these Ceiling line items should be equal to or below \$1,700

- <\$1,700 Maximum Budget for Ceiling measures

WALL MEASURE

18	R21 Kraft-faced Fiberglass Batts for Knee Wall	280	sq ft			-	-
31	Repair or Replace Knee Wall Access Door	2	each			-	-
63	R13 Blown-in Cellulose High Density	1262	sq ft			-	-
67	R&R Shakes	108	sq ft			-	-
68	R&R Wood Siding	1154	sq ft			-	-
123	Lead Safe Weatherization, hourly labor rate	8	hr			-	-

Your total for these Wall line items should be equal to or below \$4,250

- <\$4,250 Maximum Budget for Wall measures

FLOOR MEASURE

41	R30 Faced Fiberglass Batts	796	sq ft			-	-
44	Extra fee: Floor with Ducts	796	sq ft			-	-

Your total for these Floor line items should be equal to or below \$1,800

- <\$1,800 Maximum Budget for Floor measures

DUCT INSULATION MEASURE

52	R11 Vinyl faced Fiberglass (supply in crawl)	492	sq ft			-	-
54	R19 Vinyl faced Fiberglass (return in attic)	30	sq ft			-	-

Your total for these Duct Insulation line items should be equal to or below \$1,000

- <\$1,000 Maximum Budget for Duct Insulation measures

DUCT SEALING MEASURE

56	Duct Seal Entire System (Site Built Homes)	1	system			-	-
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Your total Duct Sealing line items should be equal to or below \$800

- <\$800 Maximum Budget for Duct Sealing measure

HEALTH & SAFETY MEASURES

83	Vent Existing Kitchen Fan	1	each			-	-
83.1	Install New Kitchen Range Hood Fan	1	each			-	-
84	Furnish & Install Dryer Vent	1	each			-	-
116	Undercut Door (per door)	3	each			-	-

Your total for Health & Safety line items

- <\$1,500 Maximum Budget for Health & Safety measures

Grand Total Of 7 "Bundles" - \$12,000.00 Maximum Budget for All Measures

**ATTACHMENT B
MANUFACTURED HOME SAMPLE WORK ORDER**

SF - Mobile Home - Sample Work Order				ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF MATERIAL MUST MATCH YOUR ITEM PRICES ON YOU PRICE			
Item #	Description	Qty	Unit	Per Item Cost			Total Cost
				Labor	Materials	L & M	
FLOOR MEASURE							
98	R21 Fiberglass Blown-in (belly of MH)	848	sq ft			0.00	0.00
							<div style="border: 1px solid black; padding: 2px; display: inline-block;">Your total for this Floor line item should be equal to or below \$4,500</div> <\$4,500 Maximum Budget for Floor measure
DUCT SEALING MEASURE							
100	Seal Ducts of a Single Wide MH	1	system			0.00	0.00
							<div style="border: 1px solid black; padding: 2px; display: inline-block;">Your total for this Duct Seal line item should be equal to or below \$1,000</div> <\$1,000 Maximum Budget for Duct Sealing measure
WINDOW MEASURE							
111	Vinyl Replacement Window	141	sq ft			0.00	0.00
123	Lead Safe Weatherization (hrly rate)	10	hr			0.00	0.00
							<div style="border: 1px solid black; padding: 2px; display: inline-block;">Your total for these Windows line items should be equal to or below \$6,900</div> 0.00 <\$6,900 Maximum Budget for Window measures
Grand Total Of 3 "Bundles"							0.00 \$12,400 Maximum Budget for All Measures

**ATTACHMENT C
WEATHERIZATION MAJOR MEASURE LIST**

RFP 2017-18 SingleFamily Weatherization Major Measure Price Sheet				
		Vendor Name:		
Item #	Description	Labor	Material	Total
0	Miscellaneous Material			
1	Hourly Rate			
2	Post Blower Door Operations.			
3	Blower Door Directed Air-Sealing			
4	2- part Polyurethane foam system			
5	Sheetrock			
6	Seal Chimney Chaseway (basement & attic)			
7	Seal interior plumbing penetrations			
8	Attic Heat Producing Fixtures			
8.1	R-49 Blown-in Fiberglass			
9	R-38 Blown-in Fiberglass			
10	R-27 Blown-in Fiberglass			
11	R-19 Blown-in Fiberglass			
12	R-38 Blown-in Cellulose			
12-1	R-49 Blown-in Cellulose			
13	R-27 Blown-in Cellulose			
14	R-19 Blown-in Cellulose			
15	Drill & Fill or Pull Boards (Labor only, material separate)			
16	Knee Wall/Pony Wall/Rim Joist Blocks			
17	Add R-11 Unfaced Fiberglass Batts to existing Knee Wall insulation			
18	R-21 Kraft-faced Fiberglass			
19	Tyvek/FSK/Equivalent			
20	Twine only			
21	R-13 Blown- in Fiberglass Insulation			
22	R-15 Kraft-faced Fiberglass batt			
23	Roof Vent 50 NFA			
24	Roof Vent 92 NFA			
25	Gable Vent			
26	Soffit Vent or Freeze block Vent			
27	Repair &/or Replace Flat Access Door			
28	Cut & Make New Operable Flat Attic Access			
30	Wx & Insulate Existing Flat Attic Access			
31	Repair &/or Replace Knee-wall Access Door			
32	Cut & Make Operable Knee-wall Access			
33	Cut in & Make inoperable Knee-wall Access			
34	Wx & Insulate Existing Knee-wall Access			

35	Install New Ground Cover			
36	Water Pipe Insulation			
38	Add R-11 Unfaced Fiberglass Batts to existing insulation			
40	R-25 Faced Fiberglass Batts			
41	R-30 Faced Fiberglass Batts			
42	R-25 Fiberglass Floor Blow (Site built)			
43	R-30 Fiberglass Floor Blow (Site built)			
44	Floor with Ducts (additional labor only)			
46	Twine Floor only			
47	Irregular Joist Space (additional labor only)			
48	Low-Clearance (additional labor only)			
49	Air Barrier			
50	16 x 8 Vent in Wood/rescreen existing			
51	Intentionally left blank			
52	R-11 Vinyl Faced Fiberglass			
53	Intentionally left blank			
54	R-19 Vinyl Faced Fiberglass			
55	Intentionally Left Blank			
56	Duct Seal Entire System (site-built homes)			
57	2x4 R-13 Cellulose High Density			
58	2x6 R-25 Cellulose High Density			
59	2x8 R-30 Cellulose High Density			
60	2x10 R-38 Cellulose High Density			
61	2x12 R-44 Cellulose High Density			
62	R-13 Fiberglass			
63	R-13 Cellulose High Density			
64	Install Cellulose Insulation in wall cavities, not high density			
65	Cellulose Dense Pack in wall cavities where insulation already exists			
66	R-13 High Density Fiberglass			
67	R & R Shake Siding			
68	R & R Wood Siding			
69	R & R Vinyl Siding			
70	R & R Metal/Aluminum Siding			
71	R & R Asbestos Siding			
72	R & R Blind-Nailed Asbestos Siding			
73	R & R Asphalt Siding			
74	Access Drill and Fill			
75	Intentionally left blank			
76	Drill and Fill Stucco Siding			
77	Drill & Fill, access through interior walls			
78	Batt & cover open bump out			
79	Block & Blow Closed Bump Out			
80	Remove & Replace Existing Bath Fan			

81	Vent Existing Bath Fan			
82	Remove & Replace Existing Kitchen Fan			
83	Vent Existing Kitchen Fan			
83.1	Install New Kitchen Range Hood			
83.2	Install a Humidistat Timer Switch			
83.3	Install a Bath Fan Switch/Delay/Ventilation Controller			
83.4	Install New Bath Fan			
84	Furnish and Install Dryer Vent			
85	Fresh Air 80			
86	Jamb up Weatherstrip Kit			
87	Threshold & Door Shoe			
88	Retractable Sweep			
89	R & R keyed alike Lockset			
90	Intentionally Left Blank			
91	R & R Solid Core Pre-Hung/Door Blank			
92	R&R Pre-hung Door R-7			
93	R&R Manufactured Home Door R-7			
94	Intentionally Left Blank			
95	EPDM plus 3" Multi-Max or equivalent			
96	EPDM plus 1 1/2" Multi-Max or equivalent with R-19 FG attic blow			
97	EPDM plus 1 1/2" Multi-Max or equivalent with Blow R-21-38 FG attic)			
98	R-21 Fiberglass Floor Blow			
99	R-30 Fiberglass Floor Blow			
100	R-25 Fiberglass Floor Blow, add rodent barrier			
101	Add Cold Air Return grille in furnace closet door			
102	Seal Ducts Single Wide			
103	Seal Ducts Double Wide			
104	Seal branch duct connection (cut open where identified)			
105	Replace existing crossover duct			
106	Install Blue/Pink Board			
107	Repair Belly Board			
108	Insulate Water Heater Closet inc. Door			
109	Insulate Water Heater Closet Door ONLY			
110	Vinyl Replacement Window			
111	Safety Glass			
112	R & R Double Strength Glass, wood sash			
113	R & R Glass Aluminum Sash			
114	Intentionally left blank			
115	intentionally left blank			
116	Under cut door (per door)			
117	Furnish & install by-pass grilles in door			

118	Furnish & install by-pass grilles in wall			
119	Furnish & install by-pass grilles in ceilings including cross-over duct (10 FT)			
120	Add fresh air to return (1)			
121	Restrict the flow of exhaust fans, supply ducts, and fresh air inlets			
122	Lead Safe Weatherization, hourly labor rate			

ATTACHMENT D
CLACKAMAS COUNTY INSTALL EXPECTATIONS

CLACKAMAS COUNTY WEATHERIZATION REQUIRED
MEASURE INSTALL EXPECTATIONS

1. Contractor is required to notify CCWX no more than 1 ½ hour after arriving on job site to confirm all the plumbing, electrical, phone (etc.) is free of leaks and working and that the job is cleared to proceed. Failure to notify the county of any findings at that time will then be the contractor's responsibility to repair.
2. All pre-1978 dwellings require delivery of a "Renovate Right Pamphlet" and you must obtain a "Renovate Right Receipt" signed and dated by the customer, no more than 60 days prior to the start of job, and no less than 7 days prior to the start of work. If mailed, you must send it via certified mail, no less than 7 days before the start of the job. (we will require the signed and dated receipt)
3. Cover inspections are mandatory. All measures and prep work that will be covered must pass a cover inspection before completing the measure (duct sealing, exhaust vent pipe including dryer vent pipe, floor penetrations, attic penetrations, wall penetrations etc...). We want to see it before you cover it.
4. When supporting batt insulation with twine (floor, wall, ducting, water pipe etc...). The twine must be tied off at all start and end points.
5. In mobile homes with soft drop or paper rodent barrier, belly patching is to be stapled using an outward clinch stapler at a minimum 2" (inches) apart around the entire perimeter of patch and covered with mastic. (patch must not bend, sag, or move once installed)
6. **All** recessed light fixtures are to be boxed in with an air tight rigid barrier enclosure (such as sheet rock; minimum 5/8") as part of the attic infiltration measure.
7. Flag all J-boxes and install insulation depth markers every 300 sq. ft.
8. All exhaust fan vent pipes are to be insulated with R-11 batt insulation and secured with twine.
9. Exhaust vent screen openings are to be no smaller than ¼" and not larger than ½".
10. Sheet metal patches on mobile home roofs are to be sealed and secured to the existing roof before installing insulation board.

11. When installing Mobile Home Exterior Roof Insulation; only one (1) rubber membrane is to be used on single wide and two (2) rubber membranes on double wide mobile home is to be used. No patching pieces together.
12. Only metal sweeps secured with screws are allowed for mobile home duct end blocking.
13. Allow time for mastic to dry before reinstalling duct registers.
14. Only metal ducting is to be used when replacing mobile home cross over duct unless otherwise specified in the scope of work
15. **Existing flex ducting;** the inner sleeve of flex ducting is to be sealed with mastic to the hard pipe connections and secured with a tie-strap. Then also secure the outer sleeve to hard pipe connection.
16. Condensation Lines in crawlspace (both site-built and mobile homes) will be extended to the outside.
17. No changes or variations will be made to the scope of work or dwelling without obtaining prior approval from CCWX.
18. ALL DOCUMENTS GENERATED AT CCWX NEED TO BE REVIEWED, SIGNED, AND RETURNED WITHIN FIVE BUSINESS DAYS.

**ATTACHMENT B
CONTRACTORS RESPONSE**

ENERGY COMFORT & CONSTRUCTION, LLC
RESPONSE TO CLACKAMAS COUNTY REQUEST FOR PROPOSAL #2017-18
FOR WEATHERIZATION MAJOR MEASURE CONTRACTORS

Energy Comfort & Construction, LLC
15635 S.E. 114th Ave., Suite 110
Clackamas, OR 97015
503-657-3434
Michael Pepelaskov
Michael@ecc-llc.com

1. PROPOSER'S GENERAL BACKGROUND AND QUALIFICATIONS:

- **Description of the firm:** Energy Comfort & Construction, LLC ("EC&C") has been in business since 2004. EC&C is a full service weatherization company and a licensed HVAC and plumbing contractor. We have been successfully performing all types of weatherization services, including installing insulation, windows, doors, roofing, kitchen and bath fans, furnaces/heat pumps, water heaters and minor plumbing repairs on site built and mobile homes since the beginning. Since inception, we have been working with various agencies, including Multnomah County Weatherization, and CAP agencies, performing all types of weatherization services.
- **OWAP experience for the installation of approved weatherization materials:** We have been using OWAP standards for many years, as most of the county and CAP agencies we work with set their standards based on OWAP. We keep up to date with the changes and train our staff continuously so that all of our employees are up-to-date and doing the work following OWAP standards and materials.
- **Credentials/experience of key individuals that would be assigned to this project. Must identify designated crew leader that will lead on-site work:** Michael Pepelaskov, owner, and Jonathan Elwing, project coordinator, will be the point contacts for Clackamas County projects. Both Michael and Jonathan are BPI certified, and also have PTCS and lead renovator licenses. Michael is also a certified professional mechanical engineer. Jonathan will coordinate with County personnel, customers and the crews to assure that the projects are done on a timely manner. Michael will be Jonathan's back up in the coordination process. EC&C has three fully trained and experienced crew leads, Serge Demanyuk, Jason Carson and Yevgeniy Kupriyanov. They are all PTCS certified and hold lead renovator certificates, as well as other certifications. In addition to these three crew leads, we have three other employees that have been with the company for several years and are receiving crew lead training.

- **Description of providing similar services to public entities of similar size within the past five (5) years:** EC&C has been working with agencies such as Multnomah County weatherization, Community Action Organization, NeighborImpact, and other agencies, including Clackamas County Weatherization, for the past five years. EC&C has been working with most of these agencies since 2004. EC&C is familiar with the work order process, deadlines and procedures placed by these agencies.
- **Number of years' experience providing energy upgrades:** 13+ years.
- **Description of firm's ability to meet the requirements in Section 3.** Since 2004, EC&C has been working with several county and CAP agencies providing weatherization to low income families. EC&C is familiar with the processes and requirements placed by funding agencies and the county and CAP agencies. We are prepared to meet all of the requirements and standards placed by Clackamas County in order for them to achieve the highest funding possible. EC&C has all of the required certifications and other documentation listed under Section 3 and is in good standing with all of the listed agencies/entities, such as SAM.
- **Description of what distinguishes the firm from other firms performing a similar service.** Since inception, EC&C has been working with agencies that provide services to low income families/housing. We believe in the work we do and no matter what type of project, small or great, we treat each customer with the upmost respect and consideration. Due to our many years of experience working with agencies similar to Clackamas County Weatherization, we believe we are ready to start work that will allow Clackamas County to have a jump start in projects completed. We believe that EC&C will have the lowest failure rate and fastest turn around on each project. We are familiar with AWOP requirements, deadlines, product requirements, etc., and would be able to start working on Clackamas County projects immediately. Most of our employees have been with EC&C for over 5 years (some since the beginning) and they know the requirements necessary to perform each job effectively and efficiently. We pay our employees well and provide great benefits. This ensures that we retain the talent and experience at EC&C.

2. **SCOPE OF WORK:**

Provide the below information, copies provided where appropriate:

- Oregon CCB License: 160327
- Sam.gov/DUNS Number: 701G8/799068395
- CCB Lead Based Paint Renovation Contractors License Number: LBPR160327.
- Lead Renovators Certifications: We currently have 8 certified lead renovators on staff.
- Employers Identification Number: 1220691-7
- Federal Tax ID No.: 68-0586407
- SAIF Policy No.: 966798
- Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Certification No.: 5931
- Emerging Small Business (ESB) Certification No.: 5931
- State of Oregon CCB Energy Efficiency and Sustainable Technology License No.: EEAST160327
- EC&C also has certification on the following:
 - United States EPA Lead-Safe Certified Firm No.: NAT-23515-1

- Building Analyst Professional (Building Performance Institute)
 - Heating Professional (Building Performance Institute)
 - EPA HVAC Technician Universal
 - Bloodborne Pathogen Training
 - OSHA-30 & 10
 - Energy Star Homes NW Verifier Training
 - PTCS Certification for Duct Sealing
 - State of Oregon LHR-LTD PB – Plumbing Contractor
 - State of Oregon LMS-Ltd Maint Spec Contractor
 - State of Oregon LHR-Ltd Maint Contractor HVAC/R
 - Mechanical Engineer Certificate
 - NATE Gas Furnace – Service Technician Certification
 - In Progress Combustion Safety Certification
- **Describe firm’s standard mobilization time from the time of issuance of a WO:** EC&C has two project coordinators who manage incoming projects. As soon as the work order is received, it is logged and a file is created. The project coordinator coordinates with the customers, technicians, suppliers, and distributors to ensure efficient and timely job completions. EC&C has a very effective job calendaring system which allows us to not only know where every job is in the process, but can communicate this to our customers. Our goal is to have each work order completed and inspected within 30-45 days of the project assignment.
 - **Describe composition and number of crews available for work:** EC&C has a total of 14 employees. We have two project coordinators and three fully trained and certified crew leads. The size of the job determines how large our crew will be. Our goal is to complete the job ASAP with minimal disruption to the customer. If possible, we will send the necessary crew to finish the job in one day. We have several trucks, trailers, blower door/duct testing equipment, insulation blower machines, etc., to make sure that we can perform and complete the jobs on a quick and timely manner.
 - **Describe how your firm will provide for trade related work (i.e., in house or subcontracted):** EC&C will be subcontracting major electrical and asbestos work. All other work will be performed by trained EC&C full-time employees.
 - **Describe project understanding and approach:** EC&C has been performing this exact line of work for over 13 years. We have worked with Clackamas County Weatherization for several years and are familiar with the types of projects and understand the approach necessary to complete these projects effectively. EC&C will ensure that Clackamas County Weatherization gets the highest value for their projects. We are familiar with each of the line items listed on the Clackamas County Price Sheet. Our crews have performed all of these tasks many times throughout the years. We also understand that each year the OWAP is updated. Training meetings are scheduled regularly to confirm that we are all following the most current standards.

EC&C is ready to accept work orders from Clackamas County and incorporate the work orders into our calendaring system so that we can immediately start meeting the completion deadlines provided by Clackamas County. As soon as a work order is received, we evaluate it, determine if a site visit is necessary to measure for windows, EPDM

materials, etc., and the customer is contacted immediately so that orders to our suppliers can be placed quickly so that we can meet the 45 days deadline. There are times when a customer will be out of town, has medical issues, etc., which may slow the process down. Should this occur, we will contact the County immediately to notify them of the situation and request an extension of time.

Approximately 99% of the projects EC&C has completed to date involved owner occupied homes. EC&C understands that owners feel uncomfortable with “strangers” working in the homes. We train our employees to be polite, courteous and respectful of the owners and their belongings. Every attempt is made to leave the home in a better condition than when we arrived. EC&C’s policy is to attempt to complete each job within one to two business days. This allows the customer to have their “life” back with minimal disruption.

3. REFERENCES:

- Christina Kenney
Program Supervisor
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- Andrey Tkachenko
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- Randall Olsen
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- Ken Hanna
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NeighborImpact
20310 Empire Ave. Suite A100
Bend, OR 97703
541-504-5664
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RFP 2017-18 Single Family Weatherization Major Measure Price Sheet				
Vendor Name:		ENERGY COMFORT & CONSTRUCTION, LLC		
Item #	Description	Labor	Material	Total
0	Miscellaneous Material - 20% Mark up		20%**	20%**
1	Hourly Rate	\$ 60.00	\$ -	\$ 60.00
2	Post Blower Door Operations.	\$ 169.00	\$ -	\$ 169.00
3	Blower Door Directed Air-Sealing	\$ 69.00	\$ -	\$ 69.00
4	2- part Polyurethane foam system	\$ 4.00	\$ 4.50	\$ 8.50
5	Sheetrock	\$ 5.00	\$ 5.00	\$ 10.00
6	Seal Chimney Chaseway (basement & attic)	\$ 95.00	\$ 20.00	\$ 115.00
7	Seal interior plumbing penetrations	\$ 25.00	\$ 15.00	\$ 40.00
8	Attic Heat Producing Fixtures	\$ 65.00	\$ 20.00	\$ 85.00
8.1	R-49 Blown-in Fiberglass	\$ 1.00	\$ 1.25	\$ 2.25
9	R-38 Blown-in Fiberglass	\$ 1.00	\$ 1.20	\$ 2.20
10	R-27 Blown-in Fiberglass	\$ 1.00	\$ 1.15	\$ 2.15
11	R-19 Blown-in Fiberglass	\$ 1.00	\$ 1.10	\$ 2.10
12	R-38 Blown-in Cellulose	\$ 1.00	\$ 1.20	\$ 2.20
12-1	R-49 Blown-in Cellulose	\$ 1.00	\$ 1.25	\$ 2.25
13	R-27 Blown-in Cellulose	\$ 1.00	\$ 1.15	\$ 2.15
14	R-19 Blown-in Cellulose	\$ 1.00	\$ 1.10	\$ 2.10
15	Drill & Fill or Pull Boards (Labor only, material separate)	\$ 2.75	\$ -	\$ 2.75
16	Knee Wall/Pony Wall/Rim Joist Blocks	\$ 4.25	\$ 5.00	\$ 9.25
17	Add R-11 Unfaced Fiberglass Batts to existing Knee Wall insulation	\$ 4.00	\$ 1.50	\$ 5.50
18	R-21 Kraft-faced Fiberglass	\$ 1.25	\$ 1.25	\$ 2.50
19	Tyvek/FSK/Equivalent	\$ 1.50	\$ 0.50	\$ 2.00
20	Twine only	\$ 1.00	\$ 0.25	\$ 1.25
21	R-13 Blown- in Fiberglass Insulation	\$ 3.50	\$ 1.50	\$ 5.00
22	R-15 Kraft-faced Fiberglass batt	\$ 3.50	\$ 1.50	\$ 5.00
23	Roof Vent 50 NFA	\$ 40.00	\$ 20.00	\$ 60.00
24	Roof Vent 92 NFA	\$ 45.00	\$ 25.00	\$ 70.00
25	Gable Vent	\$ 80.00	\$ 75.00	\$ 155.00
26	Soffit Vent or Freeze block Vent	\$ 25.00	\$ 12.00	\$ 37.00
27	Repair &/or Replace Flat Access Door	\$ 85.00	\$ 40.00	\$ 125.00
28	Cut & Make New Operable Flat Attic Access	\$ 105.00	\$ 100.00	\$ 205.00
30	Wx & Insulate Existing Flat Attic Access	\$ 60.00	\$ 25.00	\$ 85.00
31	Repair &/or Replace Knee-wall Access Door	\$ 105.00	\$ 75.00	\$ 180.00
32	Cut & Make Operable Knee-wall Access	\$ 125.00	\$ 100.00	\$ 225.00
33	Cut in & Make inoperable Knee-wall Access	\$ 100.00	\$ 56.00	\$ 156.00
34	Wx & Insulate Existing Knee-wall Access	\$ 70.00	\$ 60.00	\$ 130.00

35	Install New Ground Cover	\$ 0.40	\$ 0.25	\$ 0.65
36	Water Pipe Insulation	\$ 1.75	\$ 0.35	\$ 2.10
38	Add R-11 Unfaced Fiberglass Batts to existing insulation	\$ 1.75	\$ 0.75	\$ 2.50
40	R-25 Faced Fiberglass Batts	\$ 1.25	\$ 1.00	\$ 2.25
41	R-30 Faced Fiberglass Batts	\$ 1.25	\$ 1.25	\$ 2.50
42	R-25 Fiberglass Floor Blow (Site built)	\$ 1.75	\$ 1.75	\$ 3.50
43	R-30 Fiberglass Floor Blow (Site built)	\$ 1.75	\$ 2.00	\$ 3.75
44	Floor with Ducts (additional labor only)	\$ 0.35	\$ -	\$ 0.35
46	Twine Floor only	\$ 0.50	\$ 0.30	\$ 0.80
47	Irregular Joist Space (additional labor only)	\$ 0.50	\$ -	\$ 0.50
48	Low-Clearance (additional labor only)	\$ 0.50	\$ -	\$ 0.50
49	Air Barrier	\$ 0.50	\$ 0.50	\$ 1.00
50	16 x 8 Vent in Wood/rescreen existing	\$ 65.00	\$ 25.00	\$ 90.00
51	Intentionally left blank			\$ -
52	R-11 Vinyl Faced Fiberglass	\$ 1.50	\$ 1.00	\$ 2.50
53	Intentionally left blank			\$ -
54	R-19 Vinyl Faced Fiberglass	\$ 1.50	\$ 1.00	\$ 2.50
55	Intentionally Left Blank			\$ -
56	Duct Seal Entire System (site-built homes)	\$ 480.00	\$ 180.00	\$ 660.00
57	2x4 R-13 Cellulose High Density	\$ 2.00	\$ 0.75	\$ 2.75
58	2x6 R-25 Cellulose High Density	\$ 2.00	\$ 0.90	\$ 2.90
59	2x8 R-30 Cellulose High Density	\$ 2.00	\$ 1.00	\$ 3.00
60	2x10 R-38 Cellulose High Density	\$ 2.00	\$ 1.15	\$ 3.15
61	2x12 R-44 Cellulose High Density	\$ 2.00	\$ 1.25	\$ 3.25
62	R-13 Fiberglass	\$ 2.00	\$ 0.75	\$ 2.75
63	R-13 Cellulose High Density	\$ 2.00	\$ 0.75	\$ 2.75
64	Install Cellulose Insulation in wall cavities, not high density	\$ 2.00	\$ 0.75	\$ 2.75
65	Cellulose Dense Pack in wall cavities where insulation already exists	\$ 2.00	\$ 0.75	\$ 2.75
66	R-13 High Density Fiberglass	\$ 2.25	\$ 0.75	\$ 3.00
67	R & R Shake Siding	\$ 0.50	\$ -	\$ 0.50
68	R & R Wood Siding	\$ 0.50	\$ -	\$ 0.50
69	R & R Vinyl Siding	\$ 0.40	\$ -	\$ 0.40
70	R & R Metal/Aluminum Siding	\$ 0.80	\$ -	\$ 0.80
71	R & R Asbestos Siding	\$ 2.25	\$ -	\$ 2.25
72	R & R Blind-Nailed Asbestos Siding	\$ 2.25	\$ -	\$ 2.25
73	R & R Asphalt Siding	\$ 2.25	\$ -	\$ 2.25
74	Access Drill and Fill	\$ 0.90		\$ 0.90
75	Intentionally left blank			\$ -
76	Drill and Fill Stucco Siding	\$ 2.00	\$ 0.50	\$ 2.50
77	Drill & Fill, access through interior walls	\$ 3.00	\$ 0.50	\$ 3.50
78	Batt & cover open bump out	\$ 20.00	\$ 4.00	\$ 24.00
79	Block & Blow Closed Bump Out	\$ 20.00	\$ 3.00	\$ 23.00
80	Remove & Replace Existing Bath Fan	\$ 550.00	\$ 450.00	\$ 1,000.00

81	Vent Existing Bath Fan	\$ 190.00	\$ 69.00	\$ 259.00
82	Remove & Replace Existing Kitchen Fan	\$ 550.00	\$ 500.00	\$ 1,050.00
83	Vent Existing Kitchen Fan	\$ 100.00	\$ 60.00	\$ 160.00
83.1	Install New Kitchen Range Hood	\$ 700.00	\$ 500.00	\$ 1,200.00
83.2	Install a Humidistat Timer Switch	\$ 300.00	\$ 300.00	\$ 600.00
83.3	Install a Bath Fan Switch/Delay/Ventilation Controller	\$ 300.00	\$ 300.00	\$ 600.00
83.4	Install New Bath Fan	\$ 700.00	\$ 450.00	\$ 1,150.00
84	Furnish and Install Dryer Vent	\$ 100.00	\$ 50.00	\$ 150.00
85	Fresh Air 80	\$ 69.00	\$ 79.00	\$ 148.00
86	Jamb up Weatherstrip Kit	\$ 100.00	\$ 39.00	\$ 139.00
87	Threshold & Door Shoe	\$ 149.00	\$ 69.00	\$ 218.00
88	Retractable Sweep	\$ 79.00	\$ 39.00	\$ 118.00
89	R & R keyed alike Lockset	\$ 79.00	\$ 69.00	\$ 148.00
90	Intentionally Left Blank			\$ -
91	R & R Solid Core Pre-Hung/Door Blank	\$ 550.00	\$ 449.00	\$ 999.00
92	R&R Pre-hung Door R-7	\$ 450.00	\$ 349.00	\$ 799.00
93	R&R Manufactured Home Door R-7	\$ 450.00	\$ 349.00	\$ 799.00
94	Intentionally Left Blank			\$ -
95	EPDM plus 3" Multi-Max or equivalent	\$ 3.00	\$ 4.25	\$ 7.25
96	EPDM plus 1 1/2" Multi-Max or equivalent with R-19 FG attic blow	\$ 4.25	\$ 4.00	\$ 8.25
97	EPDM plus 1 1/2" Multi-Max or equivalent with Blow R-21-38 FG attic)	\$ 4.25	\$ 4.25	\$ 8.50
98	R-21 Fiberglass Floor Blow	\$ 2.25	\$ 1.00	\$ 3.25
99	R-30 Fiberglass Floor Blow	\$ 2.25	\$ 1.25	\$ 3.50
100	R-25 Fiberglass Floor Blow, add rodent barrier	\$ 3.25	\$ 1.50	\$ 4.75
101	Add Cold Air Return grille in furnace closet door	\$ 149.00	\$ 49.00	\$ 198.00
102	Seal Ducts Single Wide	\$ 500.00	\$ 90.00	\$ 590.00
103	Seal Ducts Double Wide	\$ 575.00	\$ 95.00	\$ 670.00
104	Seal branch duct connection (cut open where identified)	\$ 75.00	\$ 20.00	\$ 95.00
105	Replace existing crossover duct	\$ 18.00	\$ 18.00	\$ 36.00
106	Install Blue/Pink Board	\$ 1.00	\$ 3.00	\$ 4.00
107	Repair Belly Board	\$ 2.50	\$ 1.00	\$ 3.50
108	Insulate Water Heater Closet inc. Door	\$ 279.00	\$ 120.00	\$ 399.00
109	Insulate Water Heater Closet Door ONLY	\$ 169.00	\$ 59.00	\$ 228.00
110	Vinyl Replacement Window	\$ 27.00	\$ 16.00	\$ 43.00
111	Safety Glass	\$ 5.00	\$ 5.00	\$ 10.00
112	R & R Double Strength Glass, wood sash	\$ 20.00	\$ 20.00	\$ 40.00
113	R & R Glass Aluminum Sash	\$ 20.00	\$ 20.00	\$ 40.00
114	Intentionally left blank			\$ -
115	intentionally left blank			\$ -
116	Under cut door (per door)	\$ 89.00	\$ -	\$ 89.00
117	Furnish & install by-pass grilles in door	\$ 139.00	\$ 49.00	\$ 188.00

118	Furnish & install by-pass grilles in wall	\$ 190.00	\$ 49.00	\$ 239.00
119	Furnish & install by-pass grilles in ceilings including cross-over duct (10 FT)	\$ 269.00	\$ 130.00	\$ 399.00
120	Add fresh air to return (1)	\$ 269.00	\$ 190.00	\$ 459.00
121	Restrict the flow of exhaust fans, supply ducts, and fresh air inlets	\$ 139.00	\$ 79.00	\$ 218.00
122	Lead Safe Weatherization, hourly labor rate	\$ 60.00	\$ -	\$ 60.00

** Cost of materials plus 20% mark up

**ATTACHMENT A
SITE BUILD SAMPLE WORK ORDER**

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

SF - Site Built - Sample Work Order

Per Item Cost			Total Cost
Labor	Materials	L&M	

Item #	Description	Qty	Unit	Labor	Materials	L&M	Total Cost
INFILTRATION MEASURE							
6	Seal Chimney Chaseway (basement & attic)	1	each	95 ⁰⁰	20 ⁰⁰	115 ⁰⁰	115 ⁰⁰
7	Seal Plumbing Penetrations	1	each	25 ⁰⁰	15 ⁰⁰	40 ⁰⁰	40 ⁰⁰
86	Jamb Up Weatherstrip Kit	2	each	100 ⁰⁰	39 ⁰⁰	139 ⁰⁰	278 ⁰⁰

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

433⁰⁰ <\$950 Maximum Budget for Infiltration measures

CEILING MEASURE							
9	R38 Blown-in Fiberglass	321	sq ft	1 ⁰⁰	1 ²⁰	2 ²⁰	706 ²⁰
10	R27 Blown-in Fiberglass	468	sq ft	1 ⁰⁰	1 ¹⁵	2 ¹⁵	1006 ²⁰
24	Roof Vent with 92 NFA	4	each	45 ⁰⁰	25 ⁰⁰	70 ⁰⁰	280 ⁰⁰

Your total for these Ceiling line items should be equal to or below \$1,700

1992⁴⁰ <\$1,700 Maximum Budget for Ceiling measures

WALL MEASURE							
18	R21 Kraft-faced Fiberglass Batts for Knee Wall	280	sq ft	1 ²⁵	1 ²⁵	2 ⁵⁰	700 ⁰⁰
31	Repair or Replace Knee Wall Access Door	2	each	105 ⁰⁰	75 ⁰⁰	180 ⁰⁰	360 ⁰⁰
63	R13 Blown-in Cellulose High Density	1262	sq ft	2 ⁰⁰	.75	2 ⁷⁵	3470 ⁵⁰
67	R&R Shakes	108	sq ft	.50		.50	54 ⁰⁰
68	R&R Wood Siding	1154	sq ft	.50		.50	577 ⁰⁰
123	Lead Safe Weatherization, hourly labor rate	8	hr	60 ⁰⁰		60 ⁰⁰	480 ⁰⁰

Your total for these Wall line items should be equal to or below \$4,250

5641⁵⁰ <\$4,250 Maximum Budget for Wall measures

FLOOR MEASURE							
41	R30 Faced Fiberglass Batts	796	sq ft	1 ²⁵	1 ²⁵	2 ⁵⁰	1990 ⁰⁰
44	Extra fee: Floor with Ducts	796	sq ft	.35		.35	278 ⁶⁰

Your total for these Floor line items should be equal to or below \$1,800

2268⁶⁰ <\$1,800 Maximum Budget for Floor measures

DUCT INSULATION MEASURE							
52	R11 Vinyl faced Fiberglass (supply in crawl)	492	sq ft	1 ⁵⁰	1 ⁰⁰	2 ⁵⁰	1230 ⁰⁰
54	R19 Vinyl faced Fiberglass (return in attic)	30	sq ft	1 ⁵⁰	1 ⁰⁰	2 ⁵⁰	75 ⁰⁰

Your total for these Duct Insulation line items should be equal to or below \$1,000

1305⁰⁰ <\$1,000 Maximum Budget for Duct Insulation measures

DUCT SEALING MEASURE							
56	Duct Seal Entire System (Site Built Homes)	1	system	480 ⁰⁰	180 ⁰⁰	660 ⁰⁰	660 ⁰⁰

Your total Duct Sealing line items should be equal to or below \$800

<\$800 Maximum Budget for Duct Sealing measure

HEALTH & SAFETY MEASURES							
83	Vent Existing Kitchen Fan	1	each	100 ⁰⁰	60 ⁰⁰	160 ⁰⁰	160 ⁰⁰
83.1	Install New Kitchen Range Hood Fan	1	each	700 ⁰⁰	500 ⁰⁰	1200 ⁰⁰	1200 ⁰⁰
84	Furnish & Install Dryer Vent	1	each	100 ⁰⁰	50 ⁰⁰	150 ⁰⁰	150 ⁰⁰
116	Undercut Door (per door)	3	each	89 ⁰⁰		89 ⁰⁰	267 ⁰⁰

Your total for Health & Safety line items

1777⁰⁰ <\$1,500 Maximum Budget for Health & Safety measures

Grand Total Of 7 "Bundles" 14077⁵⁰ \$12,000.00 Maximum Budget for All Measures

**ATTACHMENT B
MANUFACTURED HOME SAMPLE WORK ORDER**

SF - Mobile Home - Sample Work Order				ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF MATERIAL MUST MATCH YOUR ITEM PRICES ON YOU PRICE				
Item #	Description	Qty	Unit	Per Item Cost			Total Cost	
				Labor	Materials	L & M		
FLOOR MEASURE								Your total for this Floor line item should be equal to or below \$4,500
98	R21 Fiberglass Blown-in (belly of MH)	848	sq ft	2 ²⁵	1 ⁰⁰	3 ²⁵ 0.00	2754 ⁰⁰	<\$4,500 Maximum Budget for Floor measure
DUCT SEALING MEASURE								Your total for this Duct Seal line item should be equal to or below \$1,000
102/100	Seal Ducts of a Single Wide MH	1	system	500 ⁰⁰	90 ⁰⁰	590 ⁰⁰ 0.00	590 ⁰⁰	<\$1,000 Maximum Budget for Duct Sealing measure
WINDOW MEASURE								Your total for these Windows line items should be equal to or below \$6,900
110/111	Vinyl Replacement Window	141	sq ft	27 ⁰⁰	16 ⁰⁰	43 ⁰⁰ 0.00	6063 ⁰⁰	<\$6,900 Maximum Budget for Window measures
122/123	Lead Safe Weatherization (hrly rate)	10	hr	60 ⁰⁰		0.00	600 ⁰⁰	
Grand Total Of 3 "Bundles"							10090 ⁰⁰	\$12,400 Maximum Budget for All Measures

Energy Comfort & Construction LLC
15635 SE 114th Ave., Ste. 110
Clackamas, OR 97015

PROPOSAL CERTIFICATION
WEATHERIZATION MAJOR MEASURE CONTRACTORS

Submitted by: Energy Comfort & Construction, LLC
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.


Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.
- (k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number 1220691-7

Contractor's Authorized Representative

Signature:  Date: 12/13/17
Name: Graciela Pepelaskov Title: Managing Member/owner
Firm: Energy Comfort & Construction, LLC
Address: 15635 SE 114th Ave Ste 110
City/State/Zip: Clackamas OR 97015 Phone: (503) 657-3434
e-mail: Grace@ECC-LLC.com Fax: 503-657-3434

Contract Manager:

Name Michael Pepelaskov Title: Member/owner
Phone number: 503-475-4384
Email Address: Michael@ECC-LLC.com



CERTIFICATION REGARDING LOBBYING

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


(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Contractor Name: Energy Comfort & Construction, LLC
Representative Name and Title: Graciela Pepelaskov, Managing Member
Signature:  Date: 12/13/17

Vendor Profile: Certifications

General Public Profile Users Commodity Codes Contacts Employees **Certifications** Workforce Comp/EEO Questionnaires

ENERGY COMFORT & CONSTRUCTION LLC

System Vendor Number: 20222852

Renew/Apply for Certification

Submit Change Request

Request Missing Certification

Current Certifications

Type	Action	Effective	Renewal	Organization	Reviewer	Actions	Alert
ESB	No Change Affidavit	2/16/2017	2/2/2018	State of Oregon		View	Add Alert
MBE	No Change Affidavit	2/16/2017	2/2/2018	State of Oregon		View	Add Alert
WBE	No Change Affidavit	2/16/2017	2/2/2018	State of Oregon		View	Add Alert

Certification renewals and updates must be submitted to the certification agency with whom your renewal is due.

- For certification renewals and updates with State of Oregon, you may [submit online](#).
- For other agencies, you will need to contact the certifying agency outside of this system for instructions.

Applications

Status	Application Number	App Type	Organization	Dates	Contact	Actions
Processing Complete	2528150	Annual Renewal Application	State of Oregon	Started: 2/6/2017 Submitted: 2/6/2017 Received: 2/16/2017	GRACIELA PEPELASKOV	View
Processing Complete	4321512	3-Year Review Application	State of Oregon	Started: 12/30/2015 Submitted: 1/15/2016 Received: 1/19/2016	GRACIELA PEPELASKOV	View

Customer Support

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Certificate of Excellence

is awarded to

Michael Pepelaskov

who has successfully completed a comprehensive
evaluation and is certified as a

Building Analyst Professional

as of August 24, 2016

This temporary Certificate expires on 08/24/2019

BUILDING PERFORMANCE INSTITUTE, INC.

107 Hermes Rd. Suite 110, Malta, New York 12020 877-274-1274 www.bpi.org



Certificate of Excellence

is awarded to

Michael Pepelaskov

who has successfully completed a comprehensive
evaluation and is certified as a

Heating Professional

as of August 24, 2016

This temporary Certificate expires on 08/24/2019

BUILDING PERFORMANCE INSTITUTE, INC.

107 Hermes Rd. Suite 110, Malta, New York 12020 877-274-1274 www.bpi.org



Name: **Michael Pepelaskov**
NATE ID: **6775714**
Test Name: **Gas Heating (Air) Installation (GSIN)**
Test Date: **5/3/2017**

Congratulations! You have passed the NATE exam shown above on the date indicated. NATE program information is available at www.natex.org. Note that your certification status may depend on you passing other NATE exams in addition to this one.

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You can track your certification status or update your contact information anytime at the MyNATE site, www.myNATE.org. If you have never used the myNATE site before, please follow the steps below to create your myNATE login.

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- Visit www.myNATE.org.
- Click on the "First Time User" tab; select "Technician" as your Account Type.
- Select the Exam Type (Paper-Based or Computer-Based).
- Enter the Activation Code from the email you received when you scheduled the online exam or when your paper exam was received by NATE and your last name.
- Then click "Find My Information."
- Any information NATE already has on file will auto-fill in the fields below. Please fill in any remaining blank fields (which will include creating a username and password).
- Once complete, click "Create Account." A verification email will be sent to you. Once you verify your email address by clicking on the link in the email you receive, you will be able to use your username and password to log into myNATE.
- Once you are certified, we will provide you with your certificate and wallet card digitally so you can print them for free as often as you like and proudly share your NATE certification with others via email and social media, such as Facebook, LinkedIn, Twitter, and even on your company website. You must provide us with a current email address so that we can send you your e-certificate.

Please ensure your contact information is correct on your myNATE profile. NATE uses this information to keep in touch with you. You will receive notifications about your upcoming recertification and training status.

Please contact NATE at 877-420-6283 should you need assistance.

The NATE team



Department of Consumer Affairs
Board for Professional Engineers, Land Surveyors,
and Geologists

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License Search for Professional Engineers and Land Surveyors

Licensee Name:	PEPELASKOV MICHAEL
License Type:	MECHANICAL ENGINEER
License Number:	31477
License Status:	CLEAR Definition
Expiration Date:	December 31, 2018
Address:	12125 S E SOLSTICE CT
City:	CLACKAMAS
State:	OR
Zip:	97015
County:	OUT OF STATE
Actions:	No

Public Record Action(s)

This information is updated Monday through Friday - Last updated: DEC-12-2017

Disclaimer
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375 Taylor Street NE
Salem, Oregon 97301
503-378-9066
www.oregonhba.com

Certificate of Attendance and Successful Completion Renovator - LRRP Refresher- English



Michael Pepelaskov
15635 SE 114th Ave #110
Clackamas, Oregon 97015
Certificate No. RR-41R009-14-78-10040

Course Date: 11/25/2014
Certificate Expiration Date: 11/25/2019

A handwritten signature in black ink, appearing to read "Marri Lamoureux", written over a horizontal line.

Marri Lamoureux, COO
Oregon Home Builders Association

11/25/2014

Date



375 Taylor Street NE
Salem, Oregon 97301
503-378-9066
www.oregonhba.com

Certificate of Attendance and Successful Completion Renovator - LRRP Refresher- English



Jonathan Elwing
15635 SE 114th Ave #110
Clackamas, Oregon 97015
Certificate No. RR-41R009-14-78-10039

Course Date: 11/25/2014
Certificate Expiration Date: 11/25/2019

A handwritten signature in black ink, appearing to read "Marri Lamoureux", written over a horizontal line.

Marri Lamoureux, COO
Oregon Home Builders Association

11/25/2014

Date



375 Taylor Street NE
Salem, Oregon 97301
503-378-9066
www.oregonhba.com

Certificate of Attendance and Successful Completion Renovator - LRRP Refresher- English



Sergey Demyanyuk
15635 SE 114th Ave #110
Clackamas, Oregon 97015

Certificate No. RR-41R009-14-78-10038

Course Date: 11/25/2014
Certificate Expiration Date: 11/25/2019

A handwritten signature in black ink, appearing to read "Marri Lamoureux". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Marri Lamoureux, COO
Oregon Home Builders Association

11/25/2014

Date



375 Taylor Street NE
Salem, Oregon 97301
503-378-9066
www.oregonhba.com

Certificate of Attendance and Successful Completion Renovator - LRRP Initial - English



Jason Carson
15635 SE 114th Ave. #110
Clackamas, Oregon 97015
Certificate No. RI-41R009-14-7810619

Course Date: 11/24/2014
Certificate Expiration Date: 11/24/2019

A handwritten signature in black ink, appearing to read "Marri Lamoureux", written over a horizontal line.

«Date Signed» 11/24/2014

Marri Lamoureux, COO
Oregon Home Builders Association



375 Taylor Street NE
Salem, Oregon 97301
503-378-9066
www.oregonhba.com

Certificate of Attendance and Successful Completion Renovator - LRRP Initial - English



Yevgeniy Kupriyanov
15635 SE 114th Ave #110
Clackamas, Oregon 97015

Certificate No. RI-41R009-14-7810621

Course Date: 11/24/2014
Certificate Expiration Date: 11/24/2019

A handwritten signature in black ink, appearing to read "Marri Lamoureux", written over a horizontal line.

«Date Signed» 11/24/2014

Marri Lamoureux, COO
Oregon Home Builders Association



375 Taylor Street NE
Salem, Oregon 97301
503-378-9066
www.oregonhba.com

Certificate of Attendance and Successful Completion Renovator - LRRP Refresher- English



Adan Suarez

15635 SE 114th Ave #110

Clackamas, Oregon 97015

Certificate No. RR-41R009-14-78-10041

Course Date: 11/25/2014

Certificate Expiration Date: 11/25/2019

A handwritten signature in black ink, appearing to read "Marri Lamoureux", written over a horizontal line.

Marri Lamoureux, COO
Oregon Home Builders Association

11/25/2014

Date



375 Taylor Street NE
Salem, Oregon 97301
503-378-9066
www.oregonhba.com

Certificate of Attendance and Successful Completion Renovator - LRRP Initial - English



Sergio Rodriguez
15635 SE 114th Ave. #110
Clackamas, Oregon 97015
Certificate No. RI-41R009-14-7810623

Course Date: 11/24/2014
Certificate Expiration Date: 11/24/2019

A handwritten signature in black ink, appearing to read "Marri Lamoureux", written over a horizontal line.

«Date Signed» 11/24/2014

Marri Lamoureux, COO
Oregon Home Builders Association



375 Taylor Street NE
Salem, Oregon 97301
503-378-9066
www.oregonhba.com

Certificate of Attendance and Successful Completion Renovator - LRRP Initial - English



Louis Butchek
15635 SE 114th Ave. #110
Clackamas, Oregon 97015
Certificate No. RI-41R009-14-7810618

Course Date: 11/24/2014
Certificate Expiration Date: 11/24/2019

A handwritten signature in black ink, appearing to read "Marri Lamoureux", written over a horizontal line.

Marri Lamoureux, COO
Oregon Home Builders Association

«Date Signed» 11/24/2014



Oregon

Kate Brown, Governor

Department of Consumer and Business Services
Building Codes Division
1535 Edgewater Street NW
P.O. Box 14470
Salem, OR 97309-0404
503-378-4133
Fax: 503-378-2322
oregon.gov/bcd

July 14, 2017

License Enclosed

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE #110
CLACKAMAS OR 97015

License Information

Attached is your State of Oregon License as a PB-Plumbing Contractor.

License Ltr.dot

State of Oregon License

PB-Plumbing Contractor

Building Codes Division

PO Box 14470
Salem, OR 97309-0404
503-378-4133 FAX 503-378-2322

License number: PB716
Effective date: 07/02/2017
Expiration date: 07/01/2020



Licensee: ENERGY COMFORT & CONSTRUCTION LLC

Address: 15635 SE 114TH AVE #110
CLACKAMAS OR 97015

NON-TRANSFERABLE



Oregon

Kate Brown, Governor

Department of Consumer and Business Services
Building Codes Division
1535 Edgewater Street NW
P.O. Box 14470
Salem, OR 97309-0404
503-378-4133
Fax: 503-378-2322
oregon.gov/bcd

June 27, 2017

LICENSE ENCLOSED

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE #110
CLACKAMAS OR 97015

License Information

Attached is your State of Oregon License as a LMS-Ltd Maint Spec Contractor.

All electrical contractors are required to employ a general supervising electrician or a qualifying person, and must notify the Building Codes Division within five days of entering into or terminating the employment of a supervising electrician or a qualifying person.

Please note: Electrical contractors must also be licensed and bonded by the Construction Contractor's Board to legally work in Oregon.

If you need to change the street address, mailing address, or the DBA or ABN on your license, you must notify the Building Codes Division within five business days of the change. The legal name on the license cannot be changed.

For more information, call (503) 373-1268.

EL Contr Lic Ltr.doc

State of Oregon License

LMS-Ltd Maint Spec Contractor



Building Codes Division
PO Box 14470
Salem, OR 97309-0404
503-378-4133 FAX 503-378-2322

License number: LMS91
Expiration date: 07/01/2020

Licensee: ENERGY COMFORT & CONSTRUCTION LLC

Address: 15635 SE 114TH AVE #110
CLACKAMAS OR 97015

NON-TRANSFERABLE



Oregon

Kate Brown, Governor

Department of Consumer and Business Services
Building Codes Division
1535 Edgewater Street NW
P.O. Box 14470
Salem, OR 97309-0404
503-378-4133
Fax: 503-378-2322
oregon.gov/bcd

June 27, 2017

LICENSE ENCLOSED

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE #110
CLACKAMAS OR 97015

License Information

Attached is your State of Oregon License as a LHR-Ltd Maint Contractor HVAC/R.

All electrical contractors are required to employ a general supervising electrician or a qualifying person, and must notify the Building Codes Division within five days of entering into or terminating the employment of a supervising electrician or a qualifying person.

Please note: Electrical contractors must also be licensed and bonded by the Construction Contractor's Board to legally work in Oregon.

If you need to change the street address, mailing address, or the DBA or ABN on your license, you must notify the Building Codes Division within five business days of the change. The legal name on the license cannot be changed.

For more information, call (503) 373-1268.

EL Contr Lic Ltr.doc

State of Oregon License

LHR-Ltd Maint Contractor HVAC/R



Building Codes Division
PO Box 14470
Salem, OR 97309-0404
503-378-4133 FAX 503-378-2322

License number: LHR73
Expiration date: 07/01/2020

Licensee: ENERGY COMFORT & CONSTRUCTION LLC

Address: 15635 SE 114TH AVE #110
CLACKAMAS OR 97015

NON-TRANSFERABLE

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015

CONSTRUCTION CONTRACTORS BOARD
CERTIFIED LEAD BASED PAINT
RENOVATION CONTRACTOR LICENSE
LICENSE No.: LBPR160327

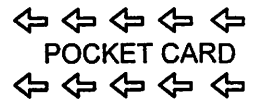
This document certifies that
ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015

is licensed in accordance with Oregon Law as a
Certified Lead Based Paint Renovation Contractor.

CONSTRUCTION CONTRACTORS BOARD

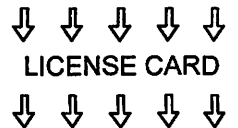
LICENSE NUMBER: LBPR160327
EXPIRATION DATE: 03/17/2018
ENTITY TYPE: Limited Liability Company

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015



POCKET CARD

*fold and detach
along
perforation*



LICENSE CARD

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
CERTIFIED LEAD BASED PAINT RENOVATION CONTRACTORS LICENSE
LICENSE NUMBER: LBPR160327

This document certifies that:

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015

is licensed in accordance with Oregon Law as a Certified Lead Based Paint Renovation Contractor.

License Details:

LBPR LICENSE NO.: LBPR160327
EXPIRATION DATE: 03/17/2018

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015

CONSTRUCTION CONTRACTORS BOARD
ENERGY EFFICIENCY AND SUSTAINABLE TECHNOLOGY
CONTRACTOR LICENSE
LICENSE: EEAST#160327

This document certifies that
ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015

is licensed in accordance with Oregon Law as an
Energy Efficiency and Sustainable Technology Contractor.

CONSTRUCTION CONTRACTORS BOARD

LICENSE NUMBER: EEAST#160327
EXPIRATION DATE: 03/04/2018
ENTITY TYPE: Limited Liability Company

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015



⇐ ⇐ ⇐ ⇐ ⇐
POCKET CARD
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perforation*

↓ ↓ ↓ ↓ ↓
LICENSE CARD
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STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
ENERGY EFFICIENCY AND SUSTAINABLE TECHNOLOGY
CONTRACTORS LICENSE

This document certifies that

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015

is licensed in accordance with Oregon Law as an Energy Efficiency and Sustainable Technology Contractor.

License Details:
EEAST License No.: EEAST#160327
Expiration Date: 03/04/2018

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015

CCB LICENSE 160327

RESIDENTIAL BOND: \$20,000
COMMERCIAL BOND: \$75,000
INSURANCE: \$1,000,000 / \$2,000,000
INDEP. CONT. STATUS: NONEXEMPT
RMI: MICHAEL PEPELASKOV
HOME INSPECTOR CERTIFIED: NO

CONSTRUCTION CONTRACTORS BOARD

LICENSE NUMBER: 160327
EXPIRATION DATE: 06/11/2018
ENTITY TYPE: Limited Liability Company
ENDORSEMENT(S): Residential General Contractor and a
Commercial General Contractor Level 1
ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015



← ← ← ← ←
POCKET CARD
← ← ← ← ←

*fold and detach
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perforation*

↓ ↓ ↓ ↓ ↓
LICENSE CARD
↓ ↓ ↓ ↓ ↓

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

LICENSE NUMBER: 160327

This document certifies that:

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015

is licensed in accordance with Oregon Law as a Residential General Contractor and a Commercial General Contractor Level 1.

License Details:

EXPIRATION DATE: 06/11/2018
ENTITY TYPE: Limited Liability Company
INDEP. CONT. STATUS: NONEXEMPT
RESIDENTIAL BOND: \$20,000
COMMERCIAL BOND: \$75,000
INSURANCE: \$1,000,000 / \$2,000,000
RMI: MICHAEL PEPELASKOV
HOME INSPECTOR CERTIFIED: NO

Certificate of Participation

This Certifies That

Yevojeniy Kupriyanov

has participated in the 8-hour course of training

In-Progress Combustion Safety

And is awarded this certificate by



Department of Commerce

Innovation is in our nature.

State of Washington Department of Commerce
Training conducted by the Building Performance Center of Bellingham, WA

June 25, 2015




3406 Redwood Avenue,
Bellingham, WA 98225

phone 360.734.5121, **fax** 360.676.9754

www.bpctrain.org

BUILDING PERFORMANCE CENTER


John Davies, BPC Manager

Certificate of Participation

This Certifies That

Sergey Demyanyuk

has participated in the 8-hour course of training

In-Progress Combustion Safety

And is awarded this certificate by



Department of Commerce
Innovation is in our nature.


State of Washington Department of Commerce
Training conducted by the Building Performance Center of Bellingham, WA

June 25, 2015



3406 Redwood Avenue,
Bellingham, WA 98225
phone 360.734.5121, **fax** 360.676.9754
www.bpctrain.org

BUILDING PERFORMANCE CENTER


John Davies, BPC Manager

Certificate of Participation

This Certifies That

Jason Carson

has participated in the 8-hour course of training

In-Progress Combustion Safety

And is awarded this certificate by



Department of Commerce

Innovation is in our nature.

State of Washington Department of Commerce
Training conducted by the Building Performance Center of Bellingham, WA

June 25, 2015



3406 Redwood Avenue,
Bellingham, WA 98225

phone 360.734.5121, fax 360.676.9754

www.bpctrain.org

BUILDING PERFORMANCE CENTER

John Davies
John Davies, BPC Manager

Certificate of Participation

This Certifies That

Sergio Rodriguez

has participated in the 8-hour course of training

In-Progress Combustion Safety

And is awarded this certificate by



Department of Commerce

Innovation is in our nature.

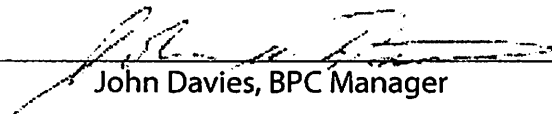
State of Washington Department of Commerce
Training conducted by the Building Performance Center of Bellingham, WA

June 25, 2015



3406 Redwood Avenue,
Bellingham, WA 98225
phone 360.734.5121, **fax** 360.676.9754
www.bpctrain.org

BUILDING PERFORMANCE CENTER


John Davies, BPC Manager

June 5, 2012

Michael Pepelaskov
Energy Comfort & Construction
15635 SW 114th Ste 110
Clackamas, OR 97015

To Whom It May Concern;

This letter is provided to certify that Michael Pepelaskov #1313, has been approved by Bonneville Power Administration as a Performance Tested Comfort Systems® certified technician for the below listed trades:

Retrofit Ducts
New Ducts
Air Source Heat Pumps

This certification may be revoked for submitting installations that fail to meet the Performance Tested Comfort Systems installation standard. A list of BPA-approved PTCS Certified Technicians is provided online at www.bpa.gov/reshvac. Please check this listing to ensure that your contact information is correct. Utilities running the BPA PTCS Program use this list to verify contractor eligibility.

Contractor communications from the PTCS® Program are sent through the PTCS® list-serve. You may sign up to receive these email updates by emailing our team at reshvac@bpa.gov.

Thank you for your participation in the Performance Tested Comfort Systems® Program!

Sincerely,

The PTCS® Team
800.941.3867 PTCS phone
877.848.4074 PTCS fax



June 5, 2012

Jonathan Elwing
Energy Comfort & Construction
15635 SW 114th Ste 110
Clackamas, OR 97015

To Whom It May Concern;

This letter is provided to certify that Jonathan Elwing #2174, has been approved by Bonneville Power Administration as a Performance Tested Comfort Systems® certified technician for the below listed trades:

Retrofit Ducts
New Ducts
Air Source Heat Pumps

This certification may be revoked for submitting installations that fail to meet the Performance Tested Comfort Systems installation standard. A list of BPA-approved PTCS Certified Technicians is provided online at www.bpa.gov/reshvac. Please check this listing to ensure that your contact information is correct. Utilities running the BPA PTCS Program use this list to verify contractor eligibility.

Contractor communications from the PTCS® Program are sent through the PTCS® list-serve. You may sign up to receive these email updates by emailing our team at reshvac@bpa.gov.

Thank you for your participation in the Performance Tested Comfort Systems® Program!

Sincerely,

The PTCS® Team
800.941.3867 PTCS phone
877.848.4074 PTCS fax



June 5, 2012

Yevgeniy Kupriyanov
Energy Comfort & Construction
15635 SW 114th Ste 110
Clackamas, OR 97015

To Whom It May Concern;

This letter is provided to certify that Yevgeniy Kupriyanov #2173, has been approved by Bonneville Power Administration as a Performance Tested Comfort Systems® certified technician for the below listed trades:

Retrofit Ducts
New Ducts
Air Source Heat Pumps

This certification may be revoked for submitting installations that fail to meet the Performance Tested Comfort Systems installation standard. A list of BPA-approved PTCS Certified Technicians is provided online at www.bpa.gov/reshvac. Please check this listing to ensure that your contact information is correct. Utilities running the BPA PTCS Program use this list to verify contractor eligibility.

Contractor communications from the PTCS® Program are sent through the PTCS® list-serve. You may sign up to receive these email updates by emailing our team at reshvac@bpa.gov.

Thank you for your participation in the Performance Tested Comfort Systems® Program!

Sincerely,

The PTCS® Team
800.941.3867 PTCS phone
877.848.4074 PTCS fax



The certificate features a decorative blue border with a repeating pattern of stylized birds or leaves. At the top, there is a blue gradient banner with white wavy lines. The text is centered and uses a mix of bold and regular fonts.

PTCS

Performance Tested
Comfort Systems

Certificate of Training

This document certifies that **Adan Suarez** has completed the necessary training and has successfully passed the PTCS examinations for certification.

He or she is hereby recognized as PTCS certified in the following areas:

Duct Sealing

Tech ID # 8517

Certificate of Training

This document certifies that

Sergey Demyanyuk

has completed the necessary training and successfully passed the PTCS examinations for certification. He or she is hereby recognized as PTCS certified in the following areas:

PTCS New and Retrofit Duct Sealing

Training Company **Oregon Training Institute**

Training Location **Clackams, OR** Date **4/24/14**

Trainer Name **Dan Hughes**

Trainer Signature 

Certificate of Training

This document certifies that

Sergio Rodriguez

has completed the necessary training and successfully passed the PTCS examinations for certification. He or she is hereby recognized as PTCS certified in the following areas:

PTCS New and Retrofit Duct Sealing

Training Company **Oregon Training Institute**

Training Location **Clackams, OR** Date **4/24/14**

Trainer Name **Dan Hughes**

Trainer Signature



Certificate of Training

This document certifies that

Jason Carson

has completed the necessary training and successfully passed the
PTCS examinations for certification. He or she is hereby recognized
as PTCS certified in the following areas:

PTCS New and Retrofit Duct Sealing

Training
Company **Oregon Training Institute**

Training
Location **Clackams, OR** Date **4/24/14**

Trainer
Name **Dan Hughes**

Trainer
Signature



PTCS

Performance Tested
Comfort Systems

Certificate of Training

This document certifies that Adan Suarez has completed the necessary training and has successfully passed the PTCS examinations for certification.

He or she is hereby recognized as PTCS certified in the following areas:

Duct Sealing

PTCS
Performance Tested
Comfort Systems

Tech ID # 8517

Adan Suarez

Certified In:

Duct Sealing

PTCS

309 SW 6th Ave #1000
Portland OR 97204

T 800-941-3867
F 877-848-4074
ptcsnw.com
info@ptcsnw.com

Tech ID # 8517



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 21, 2018

Board of Commissioners
Clackamas County

Members of the Board:

**Approval to apply to the Oregon Department of Transportation for
All Roads Transportation Safety Program funding for federal fiscal years 2022-2024**

Purpose/ Outcomes	To apply to the Oregon Department of Transportation (ODOT) for All Roads Transportation Safety Program funding for federal fiscal years 2022-2024 to make safety improvements including pedestrian safety improvements at eight (8) intersections, safety improvements on Johnson Creek Blvd. from 79 th Av. through 80 th Av. and safety improvements on Sunnyside Rd. between 132 nd Av. and 172 nd Av. This is a competitive process. Outcomes include increased roadway safety for all users and a reduction of fatal and injury crashes.
Dollar Amount and Fiscal Impact	Total grant request is \$4,176,425 and with a County match of 7.78% equal to \$324,426 paid by road fund.
Funding Source	ODOT and Road Fund
Duration	Effective Federal fiscal years 2022-2024 (scheduling yet to be determined)
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build a strong infrastructure • Ensure safe, healthy and secure communities.
Contact Person	Joseph Marek – Traffic Safety Program Manager 503-742-5305

The Oregon Department of Transportation- All Roads Transportation Safety Program (ARTS) addresses safety needs on all public roads in Oregon including collaboration with local agencies. Federal funds from the Highway Safety Improvement Program are used for this program. The County has been awarded ARTS funds from the 2017-2021 funding cycle and the competitive application process for federal fiscal years 2022-2024 began in early May. Funding focuses on reducing fatal and serious injury crashes in alignment with the adopted Oregon Department of

Transportation – Transportation Safety Action Plan and consistent with the County’s adopted Transportation Safety Action Plan.

Proposed projects on County roads for this funding include:

1. Pedestrian Safety improvements associated with Trolley Trail Crossings and school zone areas at: 1. Courtney Rd./River Rd. – street lighting, curb ramps, crosswalk markings; 2. Courtney Ave./Arista Dr./Trolley Trail – street lights, Rectangular Rapid Flash Beacon (RRFB); 3. Concord Rd./Arista Dr./Trolley Trail – Street lighting, RRFB, 4. Naef Rd./Trolley Trail – street lighting, RRFB; 5. Roethe Rd./Austin St. (school) – street lighting, RRFB, Curb ramps; 6. Roethe Rd./Gordon St. (school) – street lighting, RRFB, curb ramps; 7. Jennings Av./Rose St. (school) – street lighting, RRFB; 8. Jennings Av./Candy Ln. (school) - street lighting, RRFB, crosswalk marking. Total estimated cost is \$1,144,425.
2. Johnson Creek Blvd.–79th Av.through 80th Av.– construct traffic signal at 79th Av., add median control between 79th Av. through 80th Av., modify pavement markings. Total estimated cost is \$1,524,000.
3. Sunnyside Rd.–132nd Av. to 172nd Av. – deploy traffic adaptive signal control (8 signals) for safety, add reflectorized signal backplates between 142nd Av. and 172nd Av., install advanced dilemma zone protection (142nd Av.-172nd Av.), add supplemental signal heads (142nd Av.-172 Av.) with a total cost of \$1,508,000.

The total requested funding is \$4,176,425 and there is a required 7.78 % local match totaling \$324,926 paid by County road fund. Notification of project selection and funding will be made later in 2018. Additional funding opportunities may also be available for rural roadway departure and urban safety projects if no funds are requested from other regional agencies.

RECOMMENDATION:

Staff recommends the Board approval of this request to apply for All Roads Transportation Safety Program funding to reduce fatal and serious injury crashes on Clackamas County owned roadways.

Respectfully submitted,

Mike Bezner, Assistant Director
Department of Transportation

Grant & Financial Award Application Lifecycle Form

Use this form to track your potential funding 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: DTD - Traffic Safety

Grant | Funding Renewal? Yes No

Name of Funding Opportunity: ODOT All Roads Transportation Safety FFY 21-24

Funding Source: Federal State Grant from Road Fund

Requestor (Name of staff person initiating form): Joseph Marek

Requestor Contact Information: joem@clackamas.us; 503-742-4705

Department Fiscal Representative: Diedre Landon

Program Name or Number (please specify): _____

Brief Description of Project:

1. Pedestrian Safety improvements associated with Trolley Trail Crossings and school zone areas: 1. Courtney/River – street lighting, curb ramps, crosswalk markings; 2. Courtney/Arista/Trolley Trail – street lights, Rectangular Rapid Flash Beacon (RRFB); 3. Concord/Arista/Trolley Trail – Street lighting, RRFB, 4. Naef/Trolley Trail – street lighting, RRFB; 5. Roethe/Austin (school) – street lighting, RRFB, Curb ramps; 6. Roethe/Gordon (school) – street lighting, RRFB, curb ramps; 7. Jennings/Rose (school) – street lighting, RRFB; 8. Jennings/Candy Lane (school)- street lighting, RRFB, crosswalk marking. (\$1,144,425)
2. Johnson Creek Blvd. – 79th – 80th – construct traffic signal at 79th, add median control between 79th through 80th; change pavement markings. (\$1,524,000)
3. Sunnyside Road – 132nd to 172nd – deploy traffic adaptive signal control (8 signals) for safety, add reflectorized signal backplates between 142nd and 172nd , install advanced dilemma zone protection (142-172) add supplemental signal heads (142-172). (\$1,508,000)
4. Clackamas County will also pursue other projects as funding opportunities under this program present themselves. We have heard that some of the other project categories do not have current grant applications proposed and will see if we have any projects within our jurisdiction that meet the criteria for the funding.

Name of Funding (Granting) Agency: Oregon Department of Transportation

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

<https://www.oregon.gov/ODOT/Engineering/Pages/ARTS.aspx>

OR

Application Packet Attached: Yes No

Completed By: _____ Date _____

Section II: Funding Opportunity Information

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: 05/02/2018
CFDA(s), if applicable: _____
Announcement Date: 05/02/2018 Announcement/Opportunity #: _____
Award Category/Title: _____ Max Award Value: \$ 4,176,425.00
Allows Indirect/Rate: _____ Match Requirement: \$324,926
Application Deadline: 06/22/2018 Other Deadlines: _____
Award Start Date: During 2022 Other Deadline Description: _____
Award End Date: End of 2024 _____
Completed By: Joseph Marek
Pre-Application Meeting Schedule: _____ 05/02/2018

Section III: Funding Opportunity Information - To be completed by Dept Program Staff

Mission/Purpose:

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

Supports countywide strategic goal of, "Ensure Safe, Healthy and Secure Communities." Also supports department mission, "... to provide transportation maintenance and construction, neighborhood enhancement, land use, planning, permitting and dog services to residents, property owners, businesses and the traveling public so they and future generations can experience and invest in a healthy, safe and livable community," and, "By 2035, reduce the number of fatalities resulting from crashes on roads in Clackamas County to zero."

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

Supports program goals, "... to provide education, commercial vehicle inspection, traffic operations and engineering services to all road users so they can safely and efficiently use the transportation system," and, "By 2035, reduce the number of fatalities resulting from crashes on roads in Clackamas County to zero."

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

None.

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

Objectives include completing roadway improvements that will improve safety for all users, therefore reducing fatal and serious injury crashes and increasing the health of the community.

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

Yes, the award helps to fund efforts under the Traffic Safety line of business to, "By 2035, reduce the number of fatalities resulting from crashes on roads in Clackamas County to zero."

Organizational Capacity:

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

Yes, engineers and technicians

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

No, but the projects support county owned roadways within the City of Happy Valley and also the Trolley Trail, owned and operated by North Clackamas Parks and Recreation District.

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

This is not a pilot project.

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

N/A

Collaboration

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

North Clackamas Parks and Recreation District (safety improvements at Trolley Trail Crossings), Clackamas County Development Agency (work on Johnson Crk. Blvd.)

Reporting Requirements

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

The County will not be reporting on this award. The county will pay a lump sump match to ODOT to cover our match requirements, as ODOT will be delivering the project.

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

We can evaluate the performance internally by reviewing crash history at these intersections to see if the number of crashes, serious injuries and fatalities have been reduced as a result of these safety improvements.

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

ODOT will deliver the project. We will be providing matching funds.

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

Fiscal

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

Yes.

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

There is a 7.78% match from the County; Yes.

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

7.78% match, match will be from the Road Fund - not labor or inkind .

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

One time funding.

5. Does this award 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?

No. The match is not provided through in-kind work; it is a monetary match requirement.

Program Approval:

Name (Typed/Printed)	Date	Signature
** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **		

Section IV: Approvals

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

DEPARTMENT DIRECTOR		
Name (Typed/Printed)	Date	Signature

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT, BY EMAIL OR BY COURIER, TO FINANCE. ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

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

For applications up to \$150,000:

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

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

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



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Authorization to Purchase 21 Snowplows from Pape' Machinery
for the Department of Transportation and Development**

Purpose / Outcome	Approval to purchase Qty. 21 Henke Snowplows for the Clackamas County Department of Transportation and Development
Dollar Amount and Fiscal Impact	\$341,229.00
Funding Source	Clackamas County Transportation Maintenance Division 215-7433-00-485520
Duration	June 30, 2018
Previous Board Action/Review	n/a
Strategic Plan Alignment	Replaces old 1990 snowplows that are now at the end of their useful lives.
Contact Person	Randall Harmon, Transportation Operations Manager, 503-650-3246 Russ Weber, Equipment Maintenance Coordinator, 503-722-6324

Background:

The Clackamas County Department of Transportation and Development has requested that Clackamas County Procurement purchase twenty-one (21) Henke snowplows from Pape' Machinery.

These snowplows will be assigned to the Department of Transportation and Development and will replace old aging 1990 plows. The new snowplows also have a new lifting system that allows the operators to have better control of the plow.

Procurement Process:

Approval of this purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase will be made off cooperative contract #B31853 with Oregon Department of Transportation through Pape' Machinery. A notice of intent to purchase the twenty-one (21) Henke snowplows was issued on June 12, 2018. No comments were received by the time of closing on June 19, 2018.

Recommendation:

Staff recommends the Board of County Commissioners approve this purchase.

Sincerely

Ryan Rice
Clackamas County Procurement

Placed on the Board Agenda of _____ by the Procurement Division.



Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of the Contract with Pacific Landscape Services, Inc. for
Landscape Maintenance for DTD**

Purpose/Outcomes	This contract will provide for the maintenance of roadside landscaped areas along the Clackamas County road network.
Dollar Amount and Fiscal Impact	The fiscal year Contract amount is \$193,141.86, billed per month, per zone. The Contract is for three (3) years and the total Contract value not to exceed \$579,425.58.
Funding Source	215-7433-431900
Duration	The contract term is from date of execution through June 30, 2021.
Previous Board Action	NA
Strategic Plan Alignment	This project will support a strong infrastructure and ensure safe communities by maintaining the landscape and vegetation along the County's existing road infrastructure.
Contact Person	Travis Wootan, Roads Operations Supervisor 503-557-6391

BACKGROUND:

This contract is for maintaining a total of 14.48 acres of roadside landscape and vegetation throughout our infrastructure to include Sunnyside Rd, Sunnybrook Blvd, 172nd Ave, Bob Schumacher Rd, Stevens Rd and the Stafford Rd roundabout.

PROCUREMENT PROCESS:

This project advertised in accordance with ORS and LCRB Rules on March 29, 2018 with a non-mandatory pre-proposal conference on April 11, 2018. Proposals were opened on April 26th, 2018. The County received three (3) proposals: Crystal Greens Landscape, Inc., Pac-Green Nursery and Landscape, and Pacific Landscape Services, Inc. Pacific Landscape Services, Inc. was chosen based on subjective factors. .

This Contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board approves and signs this Goods and Services Contract with Pacific Landscape Services, Inc. for providing Landscape Maintenance for DTD.

Sincerely,

Randy Harmon
Transportation Operations Manager

Placed on the BCC Agenda _____ by Procurement



**CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT**

This Goods and Services Contract (this “Contract”) is entered into between **Pacific Landscape Services, Inc., A Washington Corporation** (“Contractor”), and Clackamas County, a political subdivisions of the State of Oregon (“County”) on behalf of the Department of Transportation and Development (“DTD”) for the purposes of providing Landscaping Maintenance for DTD.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2021**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in RFP #2018-27 Landscape Maintenance for DTD, issued March 29, 2018, attached and hereby incorporated by reference as **Exhibit “A.”** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract; Exhibit “A”; the Contractor’s proposal, **Exhibit “B”**; and Fee Schedule, **Exhibit “C”**.

Prior to commencing work under this Contract, Contractor must ensure that it has all necessary and required traffic control signage for the type of services under this Contract. Such signage includes, but is not limited to: (2) Right Lane Closed Ahead, (2) Merge for Right Lane Closure, (4) Left Lane Closed Ahead, (4) Merge for Left Lane Closure, (10) Roadwork Ahead, (100) 18” traffic cones, (2) Shoulder Work Ahead, (2) Flagger Ahead, (2) Be Prepared to Stop, and (2) Stop/Slow Paddles. Contractor shall provide documentation to the Contract Representative that it possesses the necessary and required traffic control signage **prior to** commencing work.

Work shall be performed per the terms of the Scope of Work and the following table (the “Schedule Table”):

SCHEDULE TABLE

ACTIVITY	PERFORMANCE STANDARD & RECURRENCE INTERVAL
Policing & cleaning	Once every two weeks.
Raking out	Once every 30 days.
Weeds/grasses	Once every two weeks or as needed to keep areas weed/grass free.
Pre-emergent application	Twice per year, Spring and Fall, at the appropriate rate.
Post emergent	As needed to keep areas weed free, at the appropriate rate.
Shrub trimming	For Spring and Summer once every 30 calendar days. For Fall and Winter once every 8 weeks.
Sidewalks	Once every 30 days.

The Work will be performed on the real property identified in the Scope of Work. As detailed in the Scope of Work, the subject property is divided into six (6) Zones. The Work shall be performed monthly, in accordance with the Scope of Work and 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 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 shall meet the highest standards prevalent in the industry or business most closely involved in providing the same goods or services. The County's Representative for this contract is: **Travis Wootan**, 503-557-6391 or email twootan@clackamas.us.

III. COMPENSATION

- 1. PAYMENT.** The County agrees to compensate the Contractor for the 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 Work in a Zone, the monthly fixed-fee amount in the Fee Schedule may be reduced pursuant to the provisions of the Scope of Work, Section 3.4.10. If Contractor does not perform any monthly 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 \$8,952.97, which sum is the total monthly payment for January, \$10,179.22, less the compensation for Zone 1 in that same month, \$1,226.25. The Schedule Table implies 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 maximum fiscal year Compensation authorized under this Contract shall not exceed **\$193,141.86**. Fiscal year is defined as July 1 to June 30. The total maximum compensation authorized under this Contract shall not exceed **\$579,425.58**.
- 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.

IV. CONTRACT PROVISIONS

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and

termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

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

7. HAZARD COMMUNICATION. Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the

County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. **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. COMMERCIAL AUTOMOBILE LIABILITY

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

C. Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where

required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

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

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to

County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. Service Warranty. Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and County's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

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

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

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

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this

Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was

terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

22. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

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

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and 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.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

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

SIGNATURE PAGE FOLLOWS

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

Pacific Landscape Services, Inc., A Washington Corporation
PO Box 821903
Vancouver, WA 98682

Clackamas County

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

396240-93 FBC/Washington
Oregon Business Registry #

Approved as to Form:

8472 Exp. 1/31/2019 License Type: All Phases
Oregon LCB #

County Counsel Date

EXHIBIT A

RFP #2018-27 LANDSCAPE MAINTENANCE FOR DTD

EXHIBIT B
CONTRACTOR'S PROPOSAL

EXHIBIT C
FEE SCHEDULE

DRAFT

Approval of Previous Business Meeting Minutes:

May 17, 2018

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, May 17, 2018 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

**PRESENT: Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Housing Authority Commissioner Paul Reynolds**

**EXCUSED: Commissioner Paul Savas
Commissioner Martha Schrader**

CALL TO ORDER

■ Roll Call

Chair Bernard stated that Commissioner Schrader is in China on behalf of the County and Commissioner Savas is attending the Oregon Transportation Commission meeting in Portland. As you may know, Paul has been deeply involved in the regional conversation about tolling I-5 and I-205 and serves on the ODOT Value Pricing advisory committee. The OTC has asked members of this group for input today, and Paul is attending to share Clackamas County's perspectives on the issue. We appreciate Paul representing the County and advocating on our behalf.

■ Pledge of Allegiance

Chair Bernard announced the Board would recess as the Board of County Commissioners and convene as the Housing Authority Board for the next items and he introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY PUBLIC HEARING

1. Public Hearing and Approval of a Resolution No. 1930 for Exemption and Authorization to use the Request for Proposal Method to Obtain a Construction Manager/General Contractor for the Hillside Manor Renovation Project

George Marlton, Procurement Manager and Toni Karter, Housing Authority presented the staff report.

Chair Bernard opened the public hearing and asked if anyone would like to speak.

1. Les Poole, Gladstone – supports the project, encourages caution and oversight.

Chair Bernard closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we approve Resolution No. 1930 for Exemption and Authorization to use the Request for Proposal Method to Obtain a Construction Manager/General Contractor for the Hillside Manor Renovation Project.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

II. HOUSING AUTHORITY CONSENT AGENDA

Chair Bernard asked the Clerk to read the Housing Authority consent agenda by title, then asked for a motion.

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.
Commissioner Schrader: Second.
all those in favor/opposed:
Commissioner Reynolds: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

1. Approval to Enter into a Housing Assistance Payment (AHAP) Contract with Northwest Housing Alternatives Campus Redevelopment Limited Partnership for their Campus Redevelopment Project
2. Approval to Apply for Family Unification Program Vouchers through the Notice of Funding Availability (NOFA) Years 2017 and 2018
3. Approval to Apply for Additional Mainstream Vouchers through the Notice of Funding Availability (NOFA)

Chair Bernard announced the Board will Adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners.

III. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – spoke regarding the Gladstone Library, evening meetings, road funding fixing and expanding our roads. Has tolling concerns and happy that Commissioner Savas is attending these meetings.

IV. PUBLIC HEARINGS

1. **Board Order No. 2018-33** for Boundary Change Proposal CL-17-019, Annexation to Clackamas County Service District No. 1.
Nate Boderman, County Counsel, Ken Martin, Boundary Change Consultant presented the staff report.
Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the Board Order for Boundary Change Proposal No. CL 17-019 Annexation to Clackamas County Service District No. 1.
Commissioner Fischer: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

2. **Board Order No. 2018-34** for Boundary Change Proposal CL-18-001, Annexation to Clackamas County Service District No. 1.
Nate Boderman, County Counsel, Ken Martin, Boundary Change Consultant presented the staff report.
Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the Board Order for Boundary Change Proposal No. CL 18-001 Annexation to Clackamas County Service District No. 1.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

3. **Board Order No. 2018-35** for Boundary Change Proposal CL-18-002, Annexation to Sunrise Water Authority

Nate Boderman, County Counsel, Ken Martin, Boundary Change Consultant presented the staff report.

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the Board Order for Boundary Change Proposal No. CL 18-002 Annexation to Sunrise Water Authority

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

Chair Bernard announced the Board will recess again as the Board of County Commissioners and convene as the Service District No. 5 Board for the next 8 public hearings.

Service District No. 5 (Street Lighting)

Wendi Coryell, Department of Transportation & Development, presented the following 8 Assessment Areas including a PowerPoint presentation.

4. **Board Order No. 2018-36** Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 13-17, Self-Storage Building
5. **Board Order No. 2018-37** Forming a Three Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 45-17, Three Lot Partition
6. **Board Order No. 2018-38** Forming a 4-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 40-17, 4-Lot Subdivision
7. **Board Order No. 2018-39** Forming a 8-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 69-17, Hunters Meadow 8-Lot Subdivision
8. **Board Order No. 2018-40** Forming a 50-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 08-17, Stella Heights 50-Lot Subdivision
9. **Board Order No. 2018-41** Forming a 25-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 19-17, Creekside Terrace 25-Lot Subdivision
10. **Board Order No. 2018-42** Forming a 58-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 42-16, Jackson Hills 4 58-Lot Subdivision

11. **Board Order No. 2018-43** Forming a 6-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 64-17, Laurie Ave. Petition

~Board Discussion~

Chair Bernard opened the public hearing and asked if anyone wished to speak on any of the 8 Assessment Areas, seeing none he closed the public hearings and asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the Board Orders for the eight assessment areas as presented.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

Chair Bernard announced the Board will adjourn as the Service District No. 5 Board and reconvene as the Board of County Commissioners for the remainder of the meeting.

V. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title, then asked for a motion.

~Board Discussion~

MOTION:

Commissioner Humberston: I move we approve the consent agenda.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

A. Health, Housing & Human Services

1. Approval of a Construction Contract with Oregon Underground for the Virgil Road Waterline Project in Colton - *Housing & Community Development*
2. Approval of Intergovernmental Agreement #4400003907 with Multnomah County, for the HIV Early Intervention and Outreach (EIO) project – *Public Health*
3. Approval for a Revenue Agreement with CareOregon for Trauma Informed Dental Care – *Health Centers*
4. Approval of a Professional, Technical, and Personal Services Contract with LifeWorks Northwest to provide Flexible Funding Services – *Behavioral Health*
5. Approval of a Professional, Technical, and Personal Services Contract with LifeWorks Northwest for Supported Employment Services to Uninsured and Indigent Residents – *Behavioral Health*
6. Approval of a Professional, Technical, and Personal Services Contract with LifeWorks Northwest for Supported Employment Services to HealthShare Medicaid Residents – *Behavioral Health*
7. Approval for the Public Health Division to Apply for the Public Health National Center for Innovations (PHNCI) – Innovation Diffusion Grant Opportunity – *Public Health*

B. Department of Transportation & Development

1. **Resolution No. 2018-44** Declaring the Public Necessity and Purpose for Acquisition of Rights-of-Way and Easements for the SE Torbank Road (River Road/Trolley Trail) Sidewalks Project and Authorizing Negotiations and Eminent Domain Actions
2. Approval of a Contract with North Santiam Paving Company for the Maple Lane Paving Package - *Procurement*
3. Authorization to Purchase Rodda Paint for the Clackamas County Road Department, for Road Striping - *Procurement*

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of a Contract with 911 Supply, Inc. for Uniforms for Clackamas County Sheriff's Office – *Procurement for CCSO*

D. Administration

1. Approval of Amendment No. 4 to the Personal Services Contract with Managing Results LLC for Strategic Planning Services for the Clackamas County Sheriff's Office, and Ratifying Payments for Previously-Performed Work - *Procurement*

E. Business & Community Services

1. Approval of an Agreement with Mackenzie Engineering, Inc. for the Development of a Clackamas County Employment Land Strategy - *Procurement*

F. Technology Services

1. Approval to Add 4 Additional Fiber Connections to the Intergovernmental Agreement between Clackamas Broadband eXchange and the North Clackamas School District

VI. WATER ENVIRONMENT SERVICES

(Service District No. 1)

1. Approval of an Intergovernmental Agreement with Portland State University Regarding Oregon Consensus
2. Approval of a Contract with Kennedy/Jenks Consultants, Inc. for the Tri-City Hypochlorite Disinfection and Standards Update - *Procurement*

VII. COUNTY ADMINISTRATOR UPDATE

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

VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 10:56 AM



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

June 21, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an Intergovernmental Agreement with Clackamas Community College for 2018 – 19 GED Classes at the Clackamas County Jail

Purpose/Outcome	Clackamas Community College will provide 304 instructional hours at the Clackamas County Jail to inmates working toward their GED
Dollar Amount and Fiscal Impact	The total billable amount under this agreement is \$23,000. Clackamas Community College will bill the Clackamas County Sheriff's Office for instructional hours once per educational term.
Funding Source	The funds to cover this expense are budgeted within the Clackamas County Sheriff's Office Jail Operations and Jail Levy budgets (Fund 216, Departments 1624 and 0624).
Safety Impact	N/A
Duration	The Agreement spans the period June 25, 2018 through June 24, 2019.
Previous Board Action/Review	The Board of County Commissioners has approved similar requests in prior fiscal years.
Contact Person	Captain Lee Eby – Office phone: (503) 722-6760
Contract No.	None

BACKGROUND:

This Intergovernmental Agreement provides a valuable service to those housed at the Clackamas County Jail. As in prior fiscal years, Instructional hours for those working toward a GED will be offered at the Jail. This agreement is for the period June 25, 2018 through June 24, 2019. This Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Clackamas County Sheriff's Office Staff recommends that the Board of County Commissioners approve and sign this cooperative Intergovernmental Agreement with Clackamas Community College.

Respectfully submitted,

Craig Roberts,
Sheriff

INTERGOVERNMENTAL AGREEMENT FOR EDUCATIONAL SERVICES AND SKILLS DEVELOPMENT

This agreement is entered into this 21st day of June 2018, by and between Clackamas Community College, hereinafter referred to as the “College” and Clackamas County, by and through the Clackamas County Sheriff’s Office hereinafter referred to as “CCSO”.

Whereas, both the College and CCSO desire to jointly plan, promote, and sponsor programs for inmates in the Clackamas County Jail and, whereas, CCSO desires to engage the College to render specific educational services. Therefore, in consideration of the sum of \$23,000 to be paid by CCSO, the College agrees to offer the following professional services: GED courses in the Clackamas County Jail four days per week each term, for four terms, which will total 304 instructional hours during the period June 25th, 2018 through June 24th, 2019. Costs associated with the delivery of services are directly related to hourly wage, plus taxes and benefits, for instructor during the contract period.

In addition, the College and CCSO agree as follows:

- A. **The College will:** 1. Recruit and hire qualified instructor(s). 2. Provide general liability and Worker’s Compensation insurance coverage for instructor(s). 3. Confirm a class schedule that is mutually agreeable to both parties hereto prior to the start of each term. 4. Maintain a supervisory role for instructors and staff who shall at all times remain solely the employee (s) of the College.
- B. **CCSO will:** 1. Provide appropriate classroom facilities within the Clackamas County Jail. 2. Appoint a liaison to work with the College to carry out the obligations of this agreement. 3. Inform the College, in a timely manner, of any changes or conflicts with regularly scheduled classes. 4. Assist with student registration according to College policies and procedures.
- C. **The College will:** 1. Bill CCSO in writing for educational services rendered each term. 2. Bill CCSO in writing for GED2014 ® fees associated with individual testing needs during contract period. 3. CCSO payment to the College will be due within thirty (30) days of receipt of written bills or invoices. Bills or invoices not paid within 30 days will incur a \$15 service charge.
- D. If CCSO wishes to cancel this agreement for any reason it may do so by providing written notice that shall be effective immediately upon delivery to College. In the event of cancelation of this agreement the College may bill CCSO for all instructional costs

incurred prior to delivery of written notice of cancellation, to be determined at the time of cancellation by the College.

- E. The College is subject to Americans with Disabilities Act (ADA). By signing this agreement CCSO agrees to work with the College in addressing any accommodation requirements made by program participants as required under ADA.
- F. Subject to the applicable limitations of the Oregon Tort Claims Act and the Oregon Constitution, each party hereto agrees to indemnify, defend and hold harmless the other party and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable to acts or omissions of the party and its officers, agents and employees, in performance of this agreement.

COLLEGE

CCSO

CCSO designates as contact person:

VP of College Services Date

Captain Lee Eby

Name

Clerk/Deputy Clerk Date

Authorized by: Date
Jim Bernard, Chair
Clackamas County Board of Commissioners



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

June 21, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and Oregon Metro to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the Oregon Metro.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$14,000 in revenue to support the Community Service program.
Funding Source	Oregon Metro.
Duration	Effective once signed and terminates June 30, 2019.
Previous Board Action	Agreement Renewal
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Jenna Morrison, Director - Community Corrections 503-655-8866

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Oregon Metro. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$400 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement will begin once fully executed through June 30, 2019. This serves as the second of two Agreement Renewals.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement to provide work service crews to Oregon Metro.

Respectfully submitted,

Malcolm McDonald, Deputy Director
Community Corrections

OREGON METRO AMENDMENT #3

Amendment and renewal of Intergovernmental Agreement between Clackamas County Community Corrections (COUNTY) and Oregon Metro (METRO) Dated November 9, 2016 for the provision of Community Service Work Crews.

This Amendment adds language to the Scope of Work and Cooperation, Compensation, and Terms of Agreement.

AMEND:

II. Scope of Work and Cooperation

CHANGE TO ADD:

- C. For Graffiti removal services METRO agrees to:
 - a. Promptly notify COUNTY of painted graffiti once it has been determined that COUNTY is going to be contracted for graffiti removal.
 - b. Provide COUNTY with a detailed description of the location and nature of the graffiti to be removed and ensure access for removal.
 - c. When paint over is the identified best remedy, METRO will provide paint to COUNTY for an accurate color match.
 - d. METRO will not Contract COUNTY in instances where ladders or man lifts are required or work has extreme grade or other inherent dangers beyond COUNTY's mutually understood capabilities.
- D. For Graffiti removal services COUNTY agrees to:
 - a. Provide a Work Crew Supervisor to supervise the Work Crew and perform work when safety and work flow allow.
 - b. Provide a minimum of two (2) clients to perform labor on mutually agreed schedule.
 - c. Provide all necessary tools to perform scope of work, including pressure washer, buckets, brushes, and METRO approved graffiti removal chemicals when necessary. (SDS available)
 - d. Remedy requested work within ten (10) days of notification per code.
 - e. Take before and after photos for documentation and furnish to METRO upon completion.
 - f. Proactively notify METRO of any painted graffiti and address with consent from METRO.

III. Compensation

CHANGE TO ADD:

For Graffiti removal services outlined in section II.D above, METRO agrees to pay \$200 per event for maximum of nine (9) hours of labor. Events requiring more than nine (9) hours will be charged a rate of \$400 per event.

VII. Term of Agreement

CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2019.

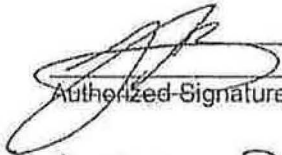
This Amendment, when signed by Oregon Metro and the Board of County Commissioners, on behalf of Clackamas County, will become part of the contract document dated November 9, 2016.

DATED this _____ day of _____, 2018.

**CLACKAMAS COUNTY BOARD
OF COMMISSIONERS**

OREGON METRO

Chair



Authorized Signature


Recording Secretary

Jon Blashaw Parks & Nature Director

Printed Name/Title

4/26/18

Date

Approved as to form


County Counsel



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

June 21, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and City of Happy Valley to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the City of Happy Valley.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$36,000 in revenue to support the Community Service program.
Funding Source	City of Happy Valley.
Duration	Effective once signed and terminates June 30, 2019.
Previous Board Action	Annual Renewal
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Jenna Morrison, Director - Community Corrections 503-655-8866

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of City of Happy Valley. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$400 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement will begin once fully executed through June 30, 2019. This serves as the second of two Agreement renewals.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement to provide work service crews to City of Happy Valley.

Respectfully submitted,

Malcolm McDonald, Deputy Director
Community Corrections

CITY OF HAPPY VALLEY AMENDMENT #2

Amendment and renewal of Intergovernmental Agreement between Clackamas County Community Corrections (COUNTY) and the City of Happy Valley (CITY) Dated June 29, 2016 for the provision of Community Service Work Crews.

This Amendment adds language to the Scope of Work and Cooperation, Compensation, and Terms of Agreement.

AMEND:

II. Scope of Work and Cooperation

CHANGE TO ADD:

- C. For Graffiti removal services CITY agrees to:
 - a. Promptly notify COUNTY of painted graffiti once it has been determined that COUNTY is going to be contracted for graffiti removal.
 - b. Provide COUNTY with a detailed description of the location and nature of the graffiti to be removed and ensure access for removal.
 - c. When paint over is the identified best remedy, CITY will provide paint to COUNTY for an accurate color match.
 - d. CITY will not Contract COUNTY in instances where ladders or man lifts are required or work has extreme grade or other inherent dangers beyond COUNTY's mutually understood capabilities.
- D. For Graffiti removal services COUNTY agrees to:
 - a. Provide a Work Crew Supervisor to supervise the Work Crew and perform work when safety and work flow allow.
 - b. Provide a minimum of two (2) clients to perform labor on mutually agreed schedule.
 - c. Provide all necessary tools to perform scope of work, including pressure washer, buckets, brushes, and CITY approved graffiti removal chemicals when necessary. (SDS available)
 - d. Remedy requested work within ten (10) days of notification per code.
 - e. Take before and after photos for documentation and furnish to CITY upon completion.
 - f. Proactively notify CITY of any painted graffiti and address with consent from CITY.

III. Compensation

CHANGE TO ADD:

For Graffiti removal services outlined in section II.D above. CITY agrees to pay \$200 per event for maximum of nine (9) hours of labor. Events requiring more than nine (9) hours will be charged a rate of \$400 per event.

VII. Term of Agreement

CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2019.

This Amendment, when signed by the City of Happy Valley and the Board of County Commissioners, on behalf of Clackamas County, will become part of the contract document dated June 29, 2016.

DATED this _____ day of _____, 2018.

**CLACKAMAS COUNTY BOARD
OF COMMISSIONERS**

CITY OF HAPPY VALLEY

Chair



Authorized Signature


Recording Secretary



Printed Name/Title



Date

Approved as to form


County Counsel



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

June 21, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and City of Milwaukie to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the City of Milwaukie.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$5,000 in revenue to support the Community Service program.
Funding Source	City of Milwaukie.
Duration	Effective once signed and terminates June 30, 2019.
Previous Board Action	Annual Renewal
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Jenna Morrison, Director - Community Corrections 503-655-8866

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of City of Milwaukie. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$400 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement will begin once fully executed through June 30, 2019. This serves as the second for two Agreement renewals.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement to provide work service crews to City of Milwaukie.

Respectfully submitted,

Malcolm McDonald, Deputy Director
Community Corrections

CITY OF MILWAUKIE AMENDMENT #2

Amendment and renewal of Intergovernmental Agreement between Clackamas County Community Corrections (COUNTY) and the City of Milwaukie (CITY) Dated June 29, 2016 for the provision of Community Service Work Crews.

This Amendment adds language to the Scope of Work and Cooperation, Compensation, and Terms of Agreement.

AMEND:

II. Scope of Work and Cooperation

CHANGE TO ADD:

- C. For Graffiti removal services CITY agrees to:
 - a. Promptly notify COUNTY of painted graffiti once it has been determined that COUNTY is going to be contracted for graffiti removal.
 - b. Provide COUNTY with a detailed description of the location and nature of the graffiti to be removed and ensure access for removal.
 - c. When paint over is the identified best remedy, CITY will provide paint to COUNTY for an accurate color match.
 - d. CITY will not Contract COUNTY in instances where ladders or man lifts are required or work has extreme grade or other inherent dangers beyond COUNTY's mutually understood capabilities.
- D. For Graffiti removal services COUNTY agrees to:
 - a. Provide a Work Crew Supervisor to supervise the Work Crew and perform work when safety and work flow allow.
 - b. Provide a minimum of two (2) clients to perform labor on mutually agreed schedule.
 - c. Provide all necessary tools to perform scope of work, including pressure washer, buckets, brushes, and CITY approved graffiti removal chemicals when necessary. (SDS available)
 - d. Remedy requested work within ten (10) days of notification per code.
 - e. Take before and after photos for documentation and furnish to CITY upon completion.
 - f. Proactively notify CITY of any painted graffiti and address with consent from CITY.

III. Compensation

CHANGE TO ADD:

For Graffiti removal services outlined in section II.D above. CITY agrees to pay \$200 per event for maximum of nine (9) hours of labor. Events requiring more than nine (9) hours will be charged a rate of \$400 per event.

VII. Term of Agreement

CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2019.

This Amendment, when signed by the City of Milwaukie and the Board of County Commissioners, on behalf of Clackamas County, will become part of the contract document dated June 29, 2016.

DATED this _____ day of _____, 2018.

**CLACKAMAS COUNTY BOARD
OF COMMISSIONERS**

CITY OF MILWAUKIE

Chair



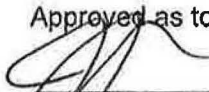
Authorized Signature

Recording Secretary

STEVEN BARSKO - Chief of Police
Printed Name/Title

06-11-18
Date

Approved as to form



County Counsel



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

June 21, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and City of Molalla to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the City of Molalla.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$5,000 in revenue to support the Community Service program.
Funding Source	City of Molalla.
Duration	Effective once signed and terminates June 30, 2019.
Previous Board Action	Annual Renewal
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Jenna Morrison, Director - Community Corrections 503-655-8866

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of City of Molalla. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$400 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement will begin once fully executed through June 30, 2019. This serves as the second for two Agreement renewals.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement to provide work service crews to City of Molalla.

Respectfully submitted,

Malcolm McDonald, Deputy Director
Community Corrections

CITY OF MOLALLA AMENDMENT #2

Amendment and renewal of Intergovernmental Agreement between Clackamas County Community Corrections (COUNTY) and the City of MOLALLA (CITY) Dated June 21, 2016 for the provision of Community Service Work Crews.

This Amendment adds language to the Scope of Work and Cooperation, Compensation, and Terms of Agreement.

AMEND:

II. Scope of Work and Cooperation

CHANGE TO ADD:

- C. For Graffiti removal services CITY agrees to:
 - a. Promptly notify COUNTY of painted graffiti once it has been determined that COUNTY is going to be contracted for graffiti removal.
 - b. Provide COUNTY with a detailed description of the location and nature of the graffiti to be removed and ensure access for removal.
 - c. When paint over is the identified best remedy, CITY will provide paint to COUNTY for an accurate color match.
 - d. CITY will not contract COUNTY in instances where ladders or man lifts are required or work has extreme grade or other inherent dangers beyond COUNTY's mutually understood capabilities.
- D. For Graffiti removal services COUNTY agrees to:
 - a. Provide a Work Crew Supervisor to supervise the Work Crew and perform work when safety and work flow allow.
 - b. Provide a minimum of two (2) clients to perform labor on mutually agreed schedule.
 - c. Provide all necessary tools to perform scope of work, including pressure washer, buckets, brushes, and CITY approved graffiti removal chemicals when necessary. (SDS available)
 - d. Remedy requested work within ten (10) days of notification per code.
 - e. Take before and after photos for documentation and furnish to CITY upon completion.
 - f. Proactively notify CITY of any painted graffiti and address with consent from CITY.

III. Compensation

CHANGE TO ADD:

For Graffiti removal services outlined in section II.D above. CITY agrees to pay \$200 per event for maximum of nine (9) hours of labor. Events requiring more than nine (9) hours will be charged a rate of \$400 per event.

VII. Term of Agreement

CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2019.

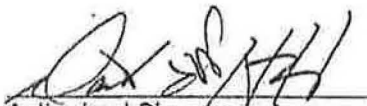
This Amendment, when signed by the City of Molalla and the Board of County Commissioners, on behalf of Clackamas County, will become part of the contract document dated June 21, 2016.

DATED this _____ day of _____, 2018.

**CLACKAMAS COUNTY BOARD
OF COMMISSIONERS**

CITY OF MOLALLA

Chair


Authorized Signature

Recording Secretary

DAW HUFF, CITY MANAGER
Printed Name/Title

6-8-18
Date

Approved as to form



County Counsel



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

June 21, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and City of Oregon City to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the City of Oregon City.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$5,000 in revenue to support the Community Service program.
Funding Source	City of Oregon City.
Duration	Effective once signed and terminates June 30, 2019.
Previous Board Action	Annual Renewal
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Jenna Morrison, Director - Community Corrections 503-655-8866

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of City of Oregon City. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$400 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement will begin once fully executed through June 30, 2019. This serves as the second of two Agreement renewals.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement to provide work service crews to City of Oregon City.

Respectfully submitted,

Malcolm McDonald, Deputy Director
Community Corrections

CITY OF OREGON CITY AMENDMENT #2

Amendment and renewal of Intergovernmental Agreement between Clackamas County Community Corrections (COUNTY) and the City of Oregon City (CITY) Dated June 21, 2016 for the provision of Community Service Work Crews.

This Amendment adds language to the Scope of Work and Cooperation, Compensation, and Terms of Agreement.

AMEND:

II. Scope of Work and Cooperation

CHANGE TO ADD:

- C. For Graffiti removal services CITY agrees to:
 - a. Promptly notify COUNTY of painted graffiti once it has been determined that COUNTY is going to be contracted for graffiti removal.
 - b. Provide COUNTY with a detailed description of the location and nature of the graffiti to be removed and ensure access for removal.
 - c. When paint over is the identified best remedy, CITY will provide paint to COUNTY for an accurate color match.
 - d. CITY will not contract COUNTY in instances where ladders or man lifts are required or work has extreme grade or other inherent dangers beyond COUNTY's mutually understood capabilities.
- D. For Graffiti removal services COUNTY agrees to:
 - a. Provide a Work Crew Supervisor to supervise the Work Crew and perform work when safety and work flow allow.
 - b. Provide a minimum of two (2) clients to perform labor on mutually agreed schedule.
 - c. Provide all necessary tools to perform scope of work, including pressure washer, buckets, brushes, and CITY approved graffiti removal chemicals when necessary. (SDS available)
 - d. Remedy requested work within ten (10) days of notification per code.
 - e. Take before and after photos for documentation and furnish to CITY upon completion.
 - f. Proactively notify CITY of any painted graffiti and address with consent from CITY.

III. Compensation

CHANGE TO ADD:

For Graffiti removal services outlined in section II.D above, CITY agrees to pay \$200 per event for maximum of nine (9) hours of labor. Events requiring more than nine (9) hours will be charged a rate of \$400 per event.

VII. Term of Agreement

CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2019.

This Amendment, when signed by the City of Oregon City and the Board of County Commissioners, on behalf of Clackamas County, will become part of the contract document dated June 21, 2016.

DATED this _____ day of _____, 2018.

**CLACKAMAS COUNTY BOARD
OF COMMISSIONERS**

CITY OF OREGON CITY

Chair

Eric M Hand

Authorized Signature

Recording Secretary

Eric Hand, WV/STW Supervisor

Printed Name/Title

5/10/18

Date

Approved as to form

[Signature]

County Counsel



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

June 21, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and City of Wilsonville to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the City of Wilsonville.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$50,000 in revenue to support the Community Service program.
Funding Source	City of Wilsonville.
Duration	Effective once signed and terminates June 30, 2019.
Previous Board Action	New Agreement
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Jenna Morrison, Director - Community Corrections 503-655-8866

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of City of Wilsonville. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$400 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement will begin once fully executed through June 30, 2019, and allows for one additional year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement to provide work service crews to City of Wilsonville.

Respectfully submitted,

Malcolm McDonald, Deputy Director
Community Corrections

CITY OF WILSONVILLE AMENDMENT #1

Amendment and renewal of Intergovernmental Agreement between Clackamas County Community Corrections (COUNTY) and the City of Wilsonville (CITY) Dated June 29, 2017 for the provision of Community Service Work Crews.

This Amendment adds language to the Scope of Work and Cooperation, Compensation, and Terms of Agreement.

AMEND:

II. Scope of Work and Cooperation

CHANGE TO ADD:

- C. For Graffiti removal services CITY agrees to:
 - a. Promptly notify COUNTY of painted graffiti once it has been determined that COUNTY is going to be contracted for graffiti removal.
 - b. Provide COUNTY with a detailed description of the location and nature of the graffiti to be removed and ensure access for removal.
 - c. When paint over is the identified best remedy, CITY will provide paint to COUNTY for an accurate color match.
 - d. CITY will not Contract COUNTY in instances where ladders or man lifts are required or work has extreme grade or other inherent dangers beyond COUNTY's mutually understood capabilities.
- D. For Graffiti removal services COUNTY agrees to:
 - a. Provide a Work Crew Supervisor to supervise the Work Crew and perform work when safety and work flow allow.
 - b. Provide a minimum of two (2) clients to perform labor on mutually agreed schedule.
 - c. Provide all necessary tools to perform scope of work, including pressure washer, buckets, brushes, and CITY approved graffiti removal chemicals when necessary. (SDS available)
 - d. Remedy requested work within ten (10) days of notification per code.
 - e. Take before and after photos for documentation and furnish to CITY upon completion.
 - f. Proactively notify CITY of any painted graffiti and address with consent from CITY.

III. Compensation

CHANGE TO ADD:

For Graffiti removal services outlined in section II.D above. CITY agrees to pay \$200 per event for maximum of nine (9) hours of labor. Events requiring more than nine (9) hours will be charged a rate of \$400 per event.

VII. Term of Agreement

CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2019.

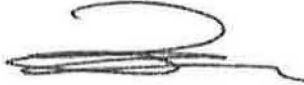
This Amendment, when signed by the City of Wilsonville and the Board of County Commissioners, on behalf of Clackamas County, will become part of the contract document dated June 29, 2017.

DATED this ____ day of _____, 2018.

**CLACKAMAS COUNTY BOARD
OF COMMISSIONERS**

CITY OF WILSONVILLE

Chair



Authorized Signature

Recording Secretary

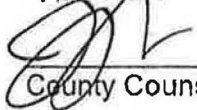
Bryan Cosgrove

Printed Name/Title

May 7, 2018

Date

Approved as to form



County Counsel



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

June 21, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and Clackamas Community College to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the Clackamas Community College.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$5,000 in revenue to support the Community Service program.
Funding Source	Clackamas Community College.
Duration	Effective once signed and terminates June 30, 2019.
Previous Board Action	Agreement Renewal
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Jenna Morrison, Director - Community Corrections 503-655-8866

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Clackamas Community College. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$400 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement will begin once fully executed through June 30, 2019. This serves as the second of two Agreement Renewals.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement to provide work service crews to Clackamas Community College.

Respectfully submitted,

Malcolm McDonald, Deputy Director
Community Corrections

CLACKAMAS COMMUNITY COLLEGE AMENDMENT #2

Amendment and renewal of Intergovernmental Agreement between Clackamas County Community Corrections (COUNTY) and Clackamas Community College (COLLEGE) Dated June 15, 2016 for the provision of Community Service Work Crews.

This Amendment adds language to the Scope of Work and Cooperation, Compensation, and Terms of Agreement.

AMEND:

II. Scope of Work and Cooperation

CHANGE TO ADD:

- C. For Graffiti removal services COLLEGE agrees to:
 - a. Promptly notify COUNTY of painted graffiti once it has been determined that COUNTY is going to be contracted for graffiti removal.
 - b. Provide COUNTY with a detailed description of the location and nature of the graffiti to be removed and ensure access for removal.
 - c. When paint over is the identified best remedy, COLLEGE will provide paint to COUNTY for an accurate color match.
 - d. COLLEGE will not Contract COUNTY in instances where ladders or man lifts are required or work has extreme grade or other inherent dangers beyond COUNTY's mutually understood capabilities.
- D. For Graffiti removal services COUNTY agrees to:
 - a. Provide a Work Crew Supervisor to supervise the Work Crew and perform work when safety and work flow allow.
 - b. Provide a minimum of two (2) clients to perform labor on mutually agreed schedule.
 - c. Provide all necessary tools to perform scope of work, including pressure washer, buckets, brushes, and COLLEGE approved graffiti removal chemicals when necessary. (SDS available)
 - d. Remedy requested work within ten (10) days of notification per code.
 - e. Take before and after photos for documentation and furnish to COLLEGE upon completion.
 - f. Proactively notify COLLEGE of any painted graffiti and address with consent from COLLEGE.

III. Compensation

CHANGE TO ADD:

For Graffiti removal services outlined in section II.D above. COLLEGE agrees to pay \$200 per event for maximum of nine (9) hours of labor. Events requiring more than nine (9) hours will be charged a rate of \$400 per event.

VII. Term of Agreement

CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2019.


This Amendment, when signed by Clackamas Community College and the Board of County Commissioners, on behalf of Clackamas County, will become part of the contract document dated June 15, 2016.

DATED this _____ day of _____, 2018.

**CLACKAMAS COUNTY BOARD
OF COMMISSIONERS**

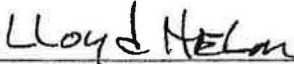
CLACKAMAS COMMUNITY COLLEGE

Chair



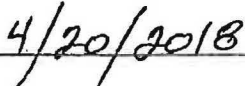
Authorized Signature

Recording Secretary

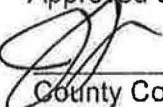


Printed Name/Title

Date



Approved as to form



County Counsel



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

June 21, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County Community Corrections and Business & Community Services- Fair Grounds to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the Business & Community Services-Fairgrounds.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$7,000 in revenue to support the Community Service program.
Funding Source	Business & Community Services-Fairgrounds.
Duration	Effective once signed and terminates June 30, 2019.
Previous Board Action	Agreement Renewal
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Jenna Morrison, Director - Community Corrections 503-655-8866

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Business & Community Services-Fairgrounds. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$400 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement will begin once fully executed through June 30, 2019. This serves as the second of two Agreement Renewals.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement to provide work service crews to Business & Community Services-Fairgrounds.

Respectfully submitted,

Malcolm McDonald, Deputy Director
Community Corrections

BUSINESS AND COMMUNITY SERVICES FAIR GROUNDS AMENDMENT #2

Amendment and renewal of Intergovernmental Agreement between Clackamas County Community Corrections (COUNTY) and the Business and Community Services Fair Grounds (FAIR GROUNDS) Dated July 12, 2016 for the provision of Community Service Work Crews.

This Amendment adds language to the Scope of Work and Cooperation, Compensation, and Terms of Agreement.

AMEND:

II. Scope of Work and Cooperation

CHANGE TO ADD:

- C. For Graffiti removal services FAIR GROUNDS agrees to:
 - a. Promptly notify the COUNTY of painted graffiti once it has been determined that the COUNTY is going to be contracted for graffiti removal.
 - b. Provide the COUNTY with a detailed description of the location and nature of the graffiti to be removed and ensure access for removal.
 - c. When paint over is the identified best remedy, FAIR GROUNDS will provide paint to the COUNTY for an accurate color match.
 - d. FAIR GROUNDS will not contract the COUNTY in instances where ladders or man lifts are required or work has extreme grade or other inherent dangers beyond the COUNTY's mutually understood capabilities.
- D. For Graffiti removal services the COUNTY agrees to:
 - a. Provide a Work Crew Supervisor to supervise the Work Crew and perform work when safety and work flow allow.
 - b. Provide a minimum of two (2) clients to perform labor on mutually agreed schedule.
 - c. Provide all necessary tools to perform scope of work, including pressure washer, buckets, brushes, FAIR GROUNDS approved graffiti removal chemicals when necessary. (SDS available)
 - d. Remedy requested work within ten (10) days of notification per code.
 - e. Take before and after photos for documentation and furnish to FAIR GROUNDS upon completion.
 - f. Proactively notify FAIR GROUNDS of any painted graffiti and address with consent from FAIR GROUNDS.

III. Compensation

CHANGE TO ADD:

For Graffiti removal services outlined in section II.D above. FAIR GROUNDS agrees to pay \$200 per event for maximum of nine (9) hours of labor. Events requiring more than nine (9) hours will be charged a rate of \$400 per event.

VII. Terms of Agreement

CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2019.

This Amendment, when signed by the Business and Community Services Fair Grounds and the Board of County Commissioners, on behalf of the Clackamas County, will become part of the contract document dated July 12, 2016.

DATED this _____ day of _____, 2018.

**CLACKAMAS COUNTY BOARD
OF COMMISSIONERS**

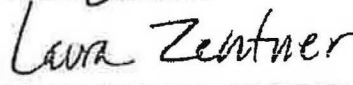
**BUSINESS AND COMMUNITY
SERVICES FAIR GROUNDS**

Chair



Authorized Signature

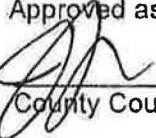
Recording Secretary



Printed Name/Title, BCS Interim Director

4/12/18

Date

Approved as to form


County Counsel



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 21, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Less Than Ten Percent) for Fiscal Year 2017-2018

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2017-2018
Dollar Amount and fiscal Impact	The effect has an increase in appropriation of \$43,205
Funding Source	Fund Balance, State Operating Grants and Interfund Transfer.
Safety Impact	N/A
Duration	July 1, 2017-June 30, 2018
Previous Board Action/Review	Budget Adopted June 29, 2017, and amended August 10, October 12, December 14, 2017 and April 12, 2018
Strategic Plan Alignment	Build public trust through good government
Contact Person	Diane Padilla, 503-742-5425

BACKGROUND:

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The General Fund – Not Allocated to Organizational Unit is transferring from contingency and budgeting an interfund fund transfer to the Public Health Fund to provide support to their Infectious Disease Control and Prevention Program.

The Public Health Fund is recognizing additional General Fund support and budgeting it for higher costs associated with the Infectious Disease Control and Prevention Program.

The effect of this Resolution is an increase in appropriations of \$43,205 including revenues as detailed below:

Interfund Transfer	\$ 43,205.
Total Recommended	<u>\$ 43,205.</u>

RECOMMENDATION:

Staff respectfully recommends adoption of the attached Resolution Order and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla
Budget Manager

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Providing
Authorization Regarding Adoption of a
Supplemental Budget for items Less
Than 10 Percent of the Total
Qualifying Expenditures and Making
to Appropriations for Fiscal 2017-18



Resolution Order No. _____

Page 1 of 1

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2017 through June 30, 2018 inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; the funds being adjusted are:

- . General Fund – Not Allocated to Organizational Unit
- . Public Health Fund;

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2017 through June 30, 2018.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 21th day June, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
June 21, 2018

Recommended items by revenue source:

Interfund Transfers	\$ 43,205
Total Recommended	<u>\$ 43,205</u>

GENERAL FUND -NOT ALLOCATED TO ORGANIZATIONAL UNIT

Expenses:

Not Allocated to Organizational Unit	
Interfund Transfer	43,205
Contingency	<u>(43,205)</u>
Total Expenditures	<u>\$ -</u>

General Fund – Not Allocated to Organizational Unit is transferring from contingency and budgeting an interfund fund transfer to the Public Health Fund to provide support to their Infectious Disease Control and Prevention Program.

PUBLIC HEALTH FUND

Revenues:

Interfund Transfer	\$ 43,205
Total Revenue	<u>\$ 43,205</u>

Health and Human Services	\$ 43,205
Total Expenditures	<u>\$ 43,205</u>

Public Health Fund is recognizing additional General Fund support and budgeting it for higher costs associated with the Infectious Disease Control and Prevention Program.



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

June 21, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment No. 6 Intergovernmental Agreement
With Multnomah County for Assessment and Evaluation Beds**

Purpose/ Outcomes	This Amendment continues the purchase of assessment and evaluation beds Clackamas County purchases from Multnomah County.
Dollar Amount and Fiscal Impact	This contract is funded by general fund (\$43,785) and revenue received from Title IVE funds (\$73,971).
Funding Source	General Fund and Title IVE Funds
Duration	Effective from July 1, 2018 through June 30, 2019.
Previous Board Action	September 11, 2014 Agenda E.1.; October 1, 2015 Agenda D.2.; January 28, 2016 Agenda B.1.; June 29, 2016 Agenda G.1.; and June 8, 2017 Agenda F.1.
Strategic Plan Alignment	Ensure safe, healthy, and secure communities. These beds provide stabilization for youth that have failed previous placements or are exhibiting at risk behaviors in the community. This resource increases community safety by removing the youth from the community and providing assessment and evaluation that will aid in seeking more appropriate resources and services for the youth.
Contact Person	Christina L. McMahan, Director – Juvenile Department – 503-655-3171
Contract No.	2015001

BACKGROUND:

Attached is Amendment No. 6 to the Intergovernmental Agreement between Clackamas and Multnomah County to provide assessment and evaluation (A&E) beds for youth at the Multnomah County A&E Program. This IGA was originally approved in September 2014, increased in 2015, renewed in 2016 and renewed and increased in 2017, and is currently being requested to be renewed through June 30, 2019.

County Counsel has reviewed and approved this Amendment on May 30, 2018.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Amendment No. 6 Intergovernmental Agreement.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 6
(Amendment to change Contract provisions during contract term.)

Contract Number 2015001 Amendment 6

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2017 between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH, and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

- I. The following changes are made to Contract No. 2015001:

(Note: Wording with ~~strikethrough~~ is being deleted; wording in ***bold italics*** is being added.)

A. ARTICLE II – AGREEMENT PERIOD

The effective date of this Agreement is September 15, 2014, or upon final signature, whichever is later. The expiration date is ~~June 30, 2018~~ ***June 30, 2019***.

C. Article III – CONSIDERATION

COUNTY agrees to pay MULTNOMAH for services performed under this Agreement in the fixed amount of ~~\$152.94~~ ***\$180.28*** per bed day, up to a maximum of ~~\$336,684~~ ***\$454,437***. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

The maximum amount of ~~\$336,684~~ ***\$454,437*** shall be divided as follows:

September 15, 2014 – June 30, 2015 Amount to be paid: \$43,785
July 1, 2015 – June 30, 2016 Amount to be paid: \$87,570
July 1, 2016 – June 30, 2017 Amount to be paid: \$87,570
July 1, 2017 – June 30, 2018 Amount to be paid: \$117,756
July 1, 2018 – June 30, 2019 Amount to be paid: \$117,756

MULTNOMAH shall be paid the current BRS rate. If the BRS rate changes during the term of the Contract, County shall be notified of the rate change via letter. The contents of the letter(s) shall become a part of this Contract as if fully set forth herein.

- II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

CONTRACTOR:

County Chair or Designee: n/a

Signature: _____

Date: _____

Print Name: _____

Dept Director or Designee: Jenny M. Madkour Sr. Troop Lead

Title: _____

Date: 6/6/18

Date: _____

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney n/a

Approved as to form by: [Signature]

Date: _____

Date: 5/30/18



Gregory L. Geist
Director

June 21, 2018

Board of Directors
Clackamas County

Members of the Board:

Approval of Amendment to Easement 43139-EA
between Oregon Department of State Lands and Clackamas County

Purpose/Outcomes	To amend an easement with the State of Oregon, Department of State Lands, for the Kellogg Creek Water Resource Recovery Facility
Dollar Amount and Fiscal Impact	No impact.
Funding Source	Not applicable.
Duration	Perpetual until terminated.
Previous Board Action	Approved by the Board on June 29, 2017.
Strategic Plan Alignment	1. WES customers will continue to benefit from a well-managed utility 2. Build public trust through good government
Contact Person	Randy Rosane, Civil Engineering Supervisor, WES, 503-742-4573

BACKGROUND:

On June 19th, 1973, the State of Oregon, through the State Land Board, granted an easement to construct and maintain a sanitary sewer outfall on state-owned submersible and submerged lands in the Willamette River ("outfall easement"). This easement provides for the current sewer outfall from the Kellogg Creek Water Resource Recovery Facility ("WRRF"). A project modifying Kellogg Creek WRRF's outfall required a modification of the outfall easement description, which requires approval by both parties to the original easement agreement.

This amendment is necessary to allow continued operation of the Kellogg Creek WRRF. If accepted, the State of Oregon Department of State Lands will amend the easement to Clackamas County for a period of 99 years.

The amendment was reviewed by County Counsel.

This amendment was approved by the Board on June 29, 2017; however, a signed version of the document cannot be found. The recommendation below is housekeeping to replace the lost document.

RECOMMENDATION:

Staff respectfully recommends that the Board of Commissioners approve and execute the Amendment to Easement 43139-EA on behalf of Clackamas County.

Respectfully submitted,

Greg Geist, Director

STATE OF OREGON
DEPARTMENT OF STATE LANDS

Amendment to Easement 43139-EA

Effective 6/11/2017, the following terms and conditions are modified in that certain easement between the STATE OF OREGON, acting by and through the Department of State Lands (STATE) and Clackamas County, (GRANTEE), which is dated and signed on June 19, 1973. All terms of the easement not specifically changed by this modification remain unchanged and in full force.

CURRENT EASEMENT

LEGAL DESCRIPTION

All of the state-owned submersible and submerged land lying 20 feet on each side of the following described centerline:

Using bearings based on the Oregon, State System of Plane Coordinates, North Zone (Lambert Grid) and beginning at a 2-inch iron pipe, said pipe being located S 81° 21' 37" W deed distance 209.8 feet from the 114 section corner between Sections 35 and 36, Township 1 South, Range 1 East, W.M., as recorded in Book 71, Page 2034, Deed Records; thence S 81° 21' 37" W, 377.54 feet; thence N 8° 38' 23" W, 96.00 feet to the True Point of Beginning; thence S 81° 21' 37" W, 32.0 feet; thence N 71° 38' 23" W, 185.0 feet to the terminus of the outfall line.

TO HAVE AND TO HOLD the same unto CLACKAMAS COUNTY for a period of 99 years from the date of this instrument, subject to the following conditions:

1. All the new construction within the area described above must be completed by July 1, 1974.

SUCH CONDITIONS ARE HEREBY DELETED AND IN THEIR PLACE ARE SUBSTITUTED THE FOLLOWING CONDITIONS:

LEGAL DESCRIPTION

All state-owned submerged and submersible lands in the Willamette River in Section 35, Township 1 South, Range 1 East of the Willamette Meridian, Clackamas County, Oregon, included in a strip of land 100.00 feet wide, lying 50.00 feet on each side of the following described centerline:

Commencing at a point at the intersection of the North line of Tax Lot 1600 (Clackamas County Assessor's Map Number 11E 35 AD, as of February 24th, 2015) and the line of Ordinary High Water on the East bank of the Willamette River;

thence Southwesterly along said line of Ordinary High Water a distance of 30 feet, more or less, to the center of the Outfall Pipe of the Kellogg Creek Water Pollution Control Plant and the TRUE POINT OF BEGINNING of said Centerline;

thence Northwesterly along the center of said Pipe, and extension thereof, 300.00 feet to the TERMINUS of said Centerline.

Containing an area of approximately 30,000 square feet, or 0.68 acres, more or less, as shown on the attached Exhibit A.

TO HAVE AND TO HOLD the same unto CLACKAMAS COUNTY, for a period of 99 years from the date of this instrument, subject to the following conditions:

1. All new construction within the area described above must be completed by November 1, 2016.

IN WITNESS WHEREOF the parties have executed this easement AMENDMENT.

STATE:
The State of Oregon, acting by and through
the Oregon State Land Board and the
Department of State Lands
775 Summer ST NE, STE 100
Salem, OR 97301-1279

ACCEPTED BY GRANTEE:
CLACKAMAS COUNTY 150
S BEAVERCREEK RD
OREGON CITY, OR 97045
503-742-4573

Authorized Signature/Printed Name

Signature/Title

Date

Date

STATE OF _____)
)ss
County of _____)

STATE OF _____)
)ss
County of _____)

The foregoing instrument was acknowledged
before me this _____ day of _____, 2018,
by _____ the
(name of officer or agent of political entity)

The foregoing instrument was acknowledged
before me this _____ day of _____, 2018,
by _____ the
(name of officer or agent of political entity)

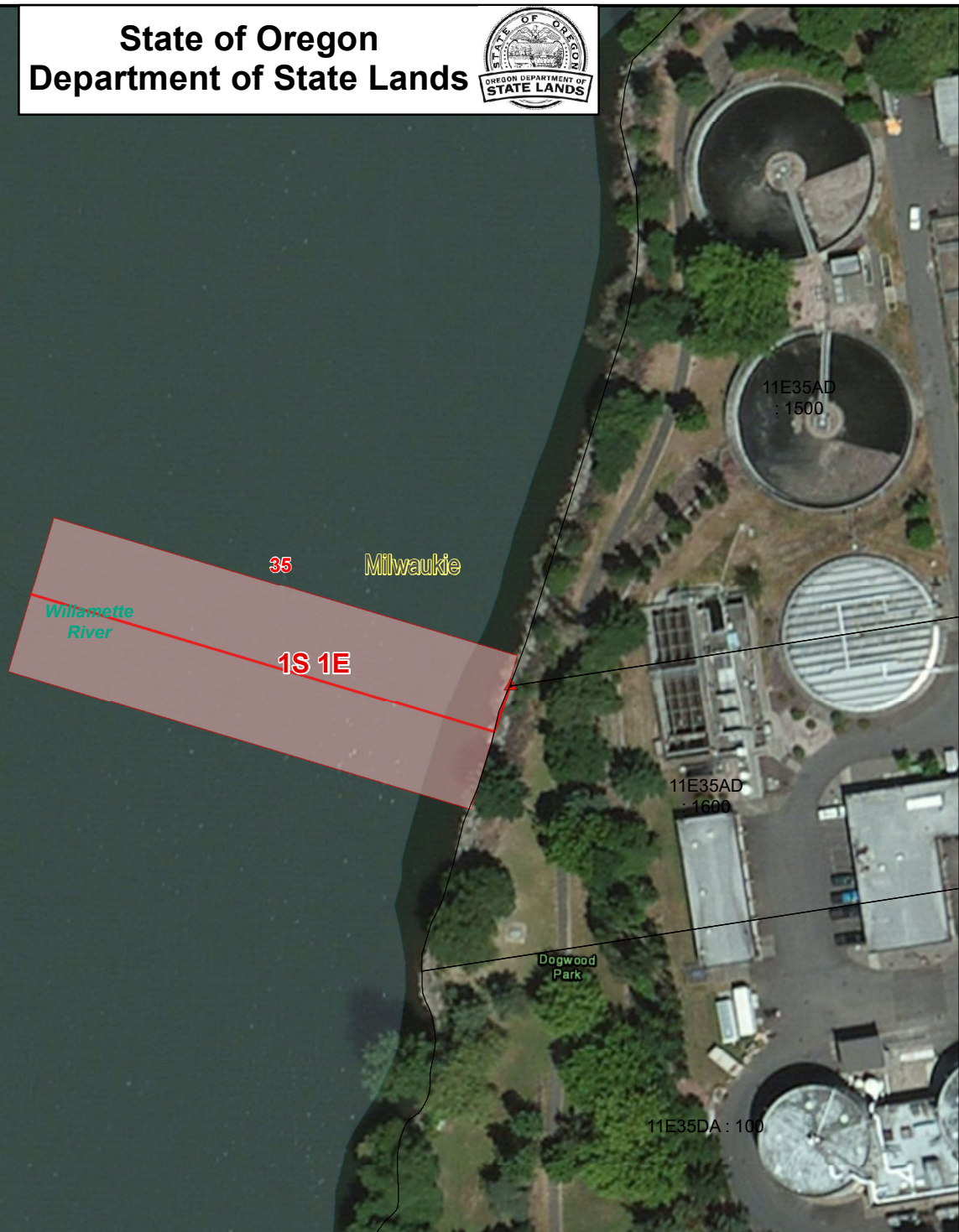
_____ of _____,
(title of officer or agent) (name of political entity)

_____ of _____,
(title of officer or agent) (name of political entity)

Signature
My commission expires _____

Signature
My commission expires _____

State of Oregon
Department of State Lands



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EXHIBIT A

**43139-EA Waterway Easement
T01S, R01E Section 35
30,000 Square Feet
Clackamas County**

- ▲ Points of Beginning
- Description lines
- Use Area

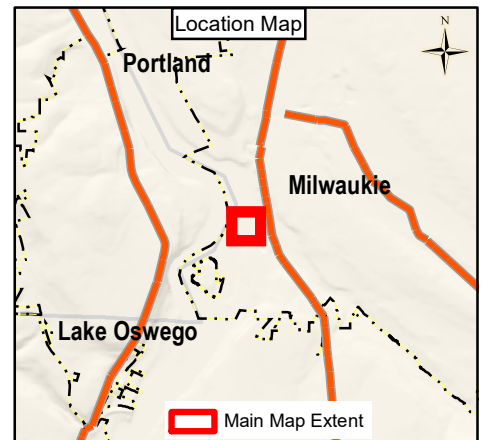
This map depicts the approximate location and extent of a Department of State Lands Proprietary authorization for use. This product is for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

0 50 100

Feet



Map Projection:
Oregon Statewide Lambert
Datum NAD83
International Feet
State of Oregon
Department of State Lands
775 Summer St NE, Suite 100
Salem, OR 97301
503-986-5200
www.oregon.gov/DSL
Date: 6/14/2017





Gregory L. Geist
Director

June 21, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 1 to an Intergovernmental Agreement between
The City of Milwaukie and Water Environment Services

Purpose/Outcome	Amending agreement to reflect contributions for bridge construction.
Dollar Amount and Fiscal Impact	\$200,000 contribution to the City of Milwaukie
Funding Source	No General Funds involved. This is a capital expenditure.
Duration	permanent
Previous Board Action/Review	Board policy discussion May 2016; Issues discussion April 2018
Strategic Plan Alignment	Build public trust through good government.
Contact Person	Chris Storey, Assistant Director – Water Environment Services – 503-742-4543

BACKGROUND:

Clackamas County Service District No. 1 (“CCSD#1”) and the City of Milwaukie entered into an Intergovernmental Agreement on November 28, 2014 (“2014 IGA”) for the purpose of access and development near the Kellogg Creek Water Resource Recovery Facility (“Kellogg”). In addition to other items, the IGA defined a methodology for developing a cost sharing agreement for capital repairs to the bridge. CCSD1 liquid biosolids trucks currently use the bridge for access to the Washington Street/McLoughlin Blvd traffic signal, which allows a left turn onto McLoughlin Blvd. Without this access, the trucks are required to take a circuitous route along McLoughlin Blvd to their destination, which increases traffic and pedestrian exposure. Current truck traffic is 5-6 trucks/day across the bridge. After construction of dewatering facilities at Kellogg Creek WRRF within the next 5 years, traffic will decrease to less than one truck per day.

The bridge was damaged during extreme wet weather in December 2015. The rebuilding of the bridge is eligible for Federal Assistance for Public Infrastructure under the Federal Emergency Management Agency (“FEMA”) Public Assistance Program (FEMA-4258_DR_Oregon). Under this program, FEMA will pay for a portion of temporary facilities and up to 75% of cost of the total bridge replacement. The City of Milwaukie has been advised that FEMA will fully fund temporary facilities and some portion of a permanent replacement. Temporary improvements are complete. The City of Milwaukie is currently constructing the permanent bridge, which is anticipated to be complete in fall 2018.

The City's initial planning estimates for bridge work range from \$946,000 (for an existing bridge repair) to \$1.8M for a full replacement with other functions and cosmetic enhancements (e.g. sidewalks, etc.). However, due to the need to shift the bridge location to improve fish passage and mitigate certain risks, the final replacement cost is now estimated at \$2.8 million.

At a policy session in May 2016, the Board approved a contribution to the bridge project based on the planning estimates at \$130,000. Based on the revised cost estimates and after discussions with the City of Milwaukie, staff is now recommending a contribution of \$200,000 towards the cost of the permanent bridge replacement.

The City of Milwaukie will be considering an identical amendment on the City Council agenda on June 19, 2018. This agreement has the support of the city as a reasonable approach and partner contribution from WES towards a municipal asset serving not only WES trucks (which represent approximately 11% of the traffic thereon) but Milwaukie Bay Park users as well.

Attached for the BCC's consideration is an amendment to the 2014 IGA that reflects updated language regarding the contribution to be made to the City of Milwaukie's bridge replacement efforts, and language regarding the continued shared use of the bridge by both WES trucks and park users.

Since this agreement amendment would be executed in the 2017-18 Fiscal Year, CCSD#1 remains the appropriate legal party. However, this agreement as amended will be automatically transferred to and become the responsibility of Water Environment Services, the municipal partnership, in the 2018-19 Fiscal Year and thereafter pursuant to the terms of the ORS 190 Partnership Agreement which CCSD#1, amongst others, has executed.

RECOMMENDATION:

Staff respectfully recommends approval of the amendment to the 2014 IGA allowing for the contribution of \$200,000 to the City of Milwaukie towards the permanent bridge replacement effort and related changes.

Sincerely,

Chris Storey
Water Environment Services Assistant Director

**AMENDMENT No. 1
TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 AND
THE CITY OF MILWAUKIE
REGARDING ACCESS AND DEVELOPMENT
NEAR KELLOGG CREEK PLANT**

This AMENDMENT NO. 1 to the INTERGOVERNMENTAL AGREEMENT (this “Amendment No. 1”) is made and entered into on June __, 2018, by and between CLACKAMAS COUNTY SERVICE DISTRICT NO.1, a county service district formed under ORS 451 (“CCSD#1”), and the City of Milwaukie, an Oregon municipality (“City”), to establish a mutual understanding regarding access and development near the Kellogg Creek Water Resource Recovery Facility (“Kellogg Plant”).

WHEREAS, the parties entered into that certain Intergovernmental Agreement dated February 28th, 2014, to establish an agreement regarding access and development near the Kellogg Plant (the “Agreement”); and

WHEREAS, Paragraph 4 of the Agreement identified the need for further analysis through an ODOT-funded bridge inspection and load rating of the Park Bridge to determine the percentage share of expenses the City and CCSD#1 would be responsible for with regards to maintenance, repair, upgrades or replacement; and

WHEREAS, the Park Bridge was damaged during an extreme weather event in December 2015; and

WHEREAS, the Federal Assistance for Public Infrastructure FEMA Public Assistance Program will pay up to 75% of the eligible cost of the permanent replacement; and

WHEREAS, the parties have negotiated in good faith, using recent bridge reports and reached a mutually agreed upon apportionment of the costs of replacement of the Park Bridge;

NOW, THEREFORE, for good and sufficient consideration, the parties hereby agree that:

1. To reflect the negotiations of the Park Bridge replacement, Paragraph 4 of the Agreement is hereby replaced in its entirety with the following:
 4. Park Bridge (Kellogg Creek Bridge #22142).
 - a. **General Terms.** The parties agree that the current bridge, which is accessed from the CCSD#1 Easement (“Park Bridge”), is essential for appropriate traffic flow and safe travel both for the Park and Kellogg Plant. To the extent that the Park Bridge is damaged by the acts of CCSD#1, such damage shall be repaired and paid by CCSD#1; to the extent the Park Bridge is damaged by the City or users of the Park, such damage shall be repaired and paid for by the City.

- b. **Replacement Due to December 2015 Storm Damage.** The Park Bridge was damaged in a December 2015 storm and requires replacement. The parties have negotiated in good faith and have agreed upon the following terms regarding responsibilities and apportionment of costs for the replacement:
- i. City Responsibilities:
 1. City will provide CCSD#1 with the opportunity to review and comment on the design and construction plans for the Park Bridge.
 2. City will allow access of CCSD#1 trucks to the signal at Washington Street during construction, except during scheduled closures to facilitate the project as required.
 3. City will provide the construction schedule and any updates as prepared by the contractor, including notice of scheduled bridge closures required to facilitate the project.
 4. City will acknowledge CCSD#1 in any publicity regarding funding of the Park Bridge.
 5. City will make all records available to CCSD#1 upon request.
 - ii. CCSD#1 Responsibilities:
 1. CCSD#1 will review design documents to confirm the replacement bridge will accommodate CCSD#1 trucks.
 2. CCSD#1 agrees to pay **\$200,000.00** within 30 days of the execution of this Agreement. This amount shall be CCSD#1's full contribution to the Kellogg Creek Bridge (22142) Emergency Replacement project. CCSD#1 shall not be responsible for any additional payments related to the Kellogg Creek Bridge (22142) Emergency Replacement project.
- c. **Future Major Bridge Repair.** The parties agree that the new bridge will require some ongoing maintenance responsibilities throughout the bridges useful life. The parties have negotiated in good faith and have agreed to the following terms regarding responsibilities and appointment of costs associated with ongoing work that may be needed to maintain and repair the Park Bridge.
- i. Major Repair is defined as those improvements identified in the results of a Certified Bridge Inspection Report (Bridge Report). A Bridge Report can be commissioned by the Oregon Department of Transportation, City of Milwaukie or CCSD#1.
 - ii. Once completed, a Bridge Report will be reviewed by the City and CCSD#1. Within six months of receipt of the Bridge Report, the parties will use the Bridge Report to determine what investments are needed to maintain, repair, upgrade, and if necessary replace, the Park Bridge.
 - iii. The City and CCSD#1 agree that a traffic study(s) will be utilized to determine each party's proportional share of the Major Repair costs of the useful life of the bridge.

iv. City Responsibilities:

1. Except as provided in the General Terms in Section 4(a) above, the City will be responsible for its proportional share of the Major Repair costs related to the Park Bridge, to be determined by a traffic study per Paragraph 4(c)iii.

v. CCSD#1 Responsibilities:

1. Except as provided in the General Terms in Section 4(a) above, CCSD#1 will be responsible for its proportional share, up to 30 percent, of Major Repair costs related to the Park Bridge, to be determined by a traffic study(s).

2. The District and the City ratify the remainder of the Agreement and affirm that no other changes are made hereby.

[Signature Page Follows]

In witness, thereof, the parties execute this Amendment No. 1 as of the date set forth above.

City of Milwaukie

Clackamas County Service District No. 1:

[Authorized Signatory]

Chair

Name

Date

Date

Recording Secretary

Approved as to Form

Approved as to Form

Milwaukie City Attorney

County Counsel