



AGENDA

***Revised**

Added B.2, B.3, D.1

Thursday, July 29, 2021 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2021-60

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. 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. Third Reading of an Ordinance Amending Chapter 8.03 of the Clackamas County Code – Secondhand Dealers (Scott Ciecko, County Counsel)

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

A. Health, Housing & Human Services

1. Approval of an Amendment #01 to a Subrecipient Agreement with Lifeworks NW for Intensive Case Management Services. Amendment adds \$44,301.60 for a maximum contract value of \$310,111.20, through the State of Oregon, Community Mental Health Program. No County General Funds are involved. – *BH*
2. Approval of Amendment #04 to Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs. Amendment does not change the funds available under the agreement. It changes the source of the funds. Funded provide by the State of Oregon, Oregon Health Authority. The current amount if the IGA is \$9,086,559.18. No County General Funds are involved. – *BH*

3. Approval of Amendment #05 to an Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs. Amendment adds \$53,067.66 for a maximum agreement of \$9,139,626.84, through the State of Oregon, Oregon Health Authority. No County General Funds are involved. – *BH*
4. Approval of Intergovernmental Agreement #160440, Amendment 4 with The State of Oregon Department of Human Services, Aging and People with Disabilities Division for Provision of Services to Clackamas County Residents. Amendment adds \$224,000 for a new total of \$8,391,334. No additional County General Funds. – *SS*
5. Approval of an Intergovernmental Agreement with Oregon Department of Transportation Rail and Public Transit Division for HB2017 State Transportation Improvement Fund Discretionary Program Funds for the I205 / Borland Rd / Bridgeport Village Pilot Transit Service. Maximum award amount is \$900,000 through HB2017. 20 % matching funds will be covered through Clackamas County STIF funds and Washington County committed match funds. No County General Funds are involved. - *SS*

B. Department of Transportation and Development

1. Approval of an Amendment to a Contract with Harper Houf Peterson Righellis, Inc. for the Linwood Avenue Improvement Project. Amendment adds \$205,948.88 for a total contract not to exceed \$1,332,343.90 through the North Clackamas Revitalization Area Urban Renewal funding. No County General Funds are involved.
2. *Approval of a Contract with Eagle-Elsner, Inc. for the Thiessen I Area Paving Package No. 1: Total Contract Value \$480,000; Community Road Fund. No County General Funds are involved. - *Procurement*
3. *Approval of a Contract with Murraysmith, Inc., for the Construction Engineering Support and Inspection Services for the 2021 Paving Packages Project: Total Contract Value \$214,217; Community Road Fund and Road Fund. No County General Funds are involved. - *Procurement*

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Intergovernmental Agreement between Clackamas County on behalf of the Clackamas County Sheriff's Office and the United States, acting by and through the Department of Homeland Security, Seattle Field Office for the use of the Public Safety Training Center Complex. This is an estimated annual revenue of \$50,000, billed to the Department of Homeland Security. No County General Funds are involved. – *CCSO*
3. Approval to Apply for the 2021-2023 Victims of Crime Act (VOCA) and Criminal Fine Account (CFA) Non-Competitive Grant for Prosecutor Based Victim Program Grant. These are two grants through one application: VOCA in the amount of \$1,023,466 and CFA in the amount of \$369,136. Funded through the Oregon Department of Justice Crime Victim's Services Division. No County General funds are involved. – *DA*

D. County Administration

1. *Approval of a FY 20/21 Work and Financial Plan with United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services for Predator Management. Maximum contract value is \$79,500 through County General Fund.

E. Technology Services

1. Approval of a Service Level Agreement between CBX and Western Independent Networks, Inc. for a Dark Fiber Connection. Total contract value is \$30,780 (\$855/month for 36 months, funded through CBX. No County General Funds are involved.

F. Juvenile

1. Approval of Intergovernmental Agreement No. DCJ-IGA-R-10721-2019 (Formerly Contract Number 0607133 Amendment #11) Between Multnomah and Clackamas Counties. This amendment reduces the number of beds that Clackamas and Washington Counties can utilize free of charge in excess of the 13 beds we pay for, from 34 to 31 beds.

G. Human Resources

1. Approval of the Section 125 Cafeteria Plan Document. Total cost is \$3,415 in legal fees. Funded through Department Monthly Benefit Administration Fees.

H. Community Corrections

1. Approval of an Intergovernmental Agreement #1 between Clackamas County Community Corrections and City of Wilsonville to Provide Work Crew Services. IGA will provide approximately \$62,800 in revenue, funded through the City of Wilsonville. No County General Funds are involved.
2. Approval of an Intergovernmental Agreement Amendment #2 between Clackamas County Community Corrections and Metro to Provide Work Crew Services. IGA will provide \$12,200 in revenue, funded through Metro. No County General Funds are involved.
3. Approval of an Intergovernmental Agreement Amendment #2 between Clackamas County Community Corrections and Clackamas River Water to Provide Work Crew Services. IGA will provide \$8,000 in revenue, funded through Clackamas River Water. No County General Funds are involved.

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

1. Approval of Contract between Water Environment Services and Kennedy/Jenks Consultants, Inc. for the Boring Pump Station and Force Main Engineering Services. Total contract value is \$1,907,043 until July 1, 2022. Funded through Direct Capital Projects fund. No County General Funds are involved.

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

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

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



Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
Sarah Foreman
Assistants

STAFF REPORTS

July 29, 2021

To the Clackamas County Board of County Commissioners:

In the Matter of a Third Reading of Ordinance No. 04-2021 Amending Chapter 8.03 of the Clackamas County Code--Secondhand Dealers

Purpose/Outcome	Adoption of this ordinance is intended to ensure consistency with State law, to assist deputies in tracking stolen property, and to ensure amounts owed to the County by secondhand dealers are paid.
Dollar Amount and Fiscal Impact	Adoption of this ordinance is not expected to have a significant financial impact.
Funding Source	Adoption of this ordinance will not result in the expenditure of County funds.
Duration	If the Secondhand Dealer code is amended, that amendment will continue in effect until further amendment.
Previous Board Action/Review	This matter was presented to the Board by staff at a policy session (Administrator issues) on June 8, 2021. This matter was before the Board for first reading on July 1, 2021, and second reading on July 15, 2021. Following that second reading the Board requested some additional changes to the ordinance and this third reading.
Strategic Plan Alignment	1. This matter is consistent with the Clackamas County Sheriff's Office's strategic goal of providing public safety to those who live, work and, recreate in Clackamas County so they can enjoy safe, livable communities. 2. This matter is consistent with the County's Performance Clackamas goal of ensuring safe, healthy, and secure communities.
Counsel Review	This matter is being presented in party by legal counsel and has been reviewed thereby.
Contact Person	Scott Ciecko, Assistant County Counsel Lt. Chris Cate, Clackamas County Sheriff's Office

BACKGROUND: Chapter 8.03 of the County Code regulates secondhand dealers – businesses that acquire and resell secondhand personal property – within unincorporated Clackamas County. Following a prior policy session and two public hearings, and in response to feedback from the Board and secondhand dealers, the Sheriff’s Office is requesting the Board to make the following changes:

1. Clarifying that the ordinance does not regulate the purchase and/or sale of firearms. This change is necessary so that the code is consistent with State law, which provides that counties cannot regulate transactions of firearms. See ORS 166.170;
2. Removing from the ordinance regulation of certain outdated entertainment media such as blue ray discs, dvd players, and video game cartridges, and instead regulating transactions involving “video game consoles,” as these are more likely to be the target of a theft.
3. Clarifying that when dealers fail to pay any fines or fees that are assessed against them the County may use debt collections agencies in an effort to recover amount owing.
4. Adding a requirement that dealers take and submit to the CCSO photographs of all jewelry, watches, silver items (cutlery), and precious gems and metals that are involved in new transactions.

These changes remain relatively minor and are not expected to have financial or other substantive impacts on the County or secondhand dealers, but will make the chapter consistent with State law and assist the Sheriff’s Office in tracking stolen property. The fourth change comes at the direction of the Board at the July 15, 2021 business meeting.

The Board previously was briefed about these proposed changes at a policy session under Administrator Issues, on June 8, 2021, as well as the July 1 and July 15, 2021 business meetings.

RECOMMENDATION: Staff recommends that the Board adopt the proposed ordinance amending Chapter 8.03 of the Clackamas County Code as shown in Ordinance No. 04-2021.

Respectfully submitted by:

s/ Scott Ciecko
Scott Ciecko, Assistant County Counsel

ORDINANCE NO. 04-2021

**An Ordinance Amending
Clackamas County Code Chapter 8.03, Secondhand Dealers**

WHEREAS, ORS 166.170 prohibits the County from regulating the purchase and/or sale of firearms; and

WHEREAS, the County should use debt collection agencies in an effort to recover fees and fines owed to it by secondhand dealers;

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 8.03, Secondhand Dealers, of the Clackamas County Code is hereby amended as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

ADOPTED this 29th day of July, 2021.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Chapter 8.03

8.03 SECONDHAND DEALERS

[Chapter 8.03, Secondhand Dealers, codified by Ord. 05-2000, Amended by Ord. 05-2003, 3/13/03 is hereby repealed and replaced by Chapter 8.03 Secondhand Dealers, adopted by Ord. 02-2011, 9/15/11]

8.03.010 Purpose

The purpose of this chapter is to strictly regulate certain business activities that present an extraordinary risk of being used by criminals to dispose of stolen property. This risk is present despite the best effort of legitimate Secondhand Dealer and Pawnbroker businesses, because these businesses process large volumes of goods and materials that are frequently the object of theft. This chapter is intended to reduce this type of criminal activity by facilitating timely police notification of such property transactions, and by regulating the conduct of persons engaged in this business activity. The need for these regulations outweighs any anti-competitive effect that may result from their adoption.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.020 Definitions

As used in this chapter, unless the context requires otherwise:

- A. ACCEPTABLE IDENTIFICATION means either a current driver license, a State of Oregon Identification Card issued by the Department of Motor Vehicles, or one current United States federal, state or local government-issued identification card which has a photograph of the seller.
- B. ACQUIRE means to take or transfer any interest in personal property in a voluntary transaction, including but not limited to: sales, consignments, memoranda between a Dealer and a private party seller, leases, trade-ins, loans, and abandonments. Any acquisitions of regulated property by a Dealer will be presumed to be an acquisition on behalf of the Secondhand Dealer business. Notwithstanding the foregoing, “acquire” does not include:
 - 1. Any loans made in compliance with state laws by persons licensed as Pawnbrokers by the State of Oregon for the purposes of making a pawn loan; or
 - 2. Memoranda between a Dealer and a person engaged in the business of selling regulated property.
- C. BOARD means the Clackamas County Board of County Commissioners or its designee;
- D. CRIMINAL CONVICTIONS RELATED TO FRAUD, DECEPTION, DISHONESTY, OR THEFT means any conviction for a criminal violation of ORS 162.015 to 162.121; 162.265 to 162.385; 164.005 to 164.235; 164.377; 164.395 to 164.415; Chapter 165, or any similar provision of previous or later Oregon statutes, or statutes of another state, or of the United States;

- E. DEALER or SECONDHAND DEALER
1. Means any sole proprietorship, partnership, limited partnership, family limited partnership, joint venture, association, cooperative, trust, estate, corporation, personal holding company, limited liability company, limited liability partnership or any other form of organization for doing business and that either:
 - a. Acquires regulated property on behalf of a business, regardless of where the acquisition occurs, for the purpose of reselling the property; or
 - b. Offers for sale regulated property in Clackamas County.
 2. Notwithstanding Subsection 1 above, DEALER or SECONDHAND DEALER does not include any of the following:
 - a. A business whose acquisitions of regulated property consist exclusively of donated items and/or purchases from 501(c)(3) organizations; or
 - b. An individual or business whose only transactions involving regulated property in Clackamas County consist of the acquisition of regulated property for personal use, or the sale of regulated property that was originally acquired by the seller for personal use; or
 - c. A person whose only business transactions with regulated property in Clackamas County consist of a display space, booth, or table maintained for displaying or selling merchandise at any trade show, convention, festival, fair, circus, market, flea market, swap meet or similar event for less than 14 days in any calendar year.
- F. HELD PROPERTY means any regulated property that cannot be sold, dismantled, altered, or otherwise disposed of for a proscribed period of time as more specifically described in Section 8.03.090.
- G. INVESTMENT PURPOSES means the purchase of personal property by businesses and the retention of that property, in the same form as purchased, for resale to persons who are purchasing the property primarily as an investment.
- H. MEDICATION means any substances or preparation, prescription or over-the-counter, used in treating or caring for ailments and/or conditions in humans or animals.
- I. NEW means anything conspicuously not used.
- J. PAWNBROKER has the meaning set forth in ORS 726.010 (2) and includes any business required by ORS 726.040 to hold an Oregon Pawnbroker's license.
- K. PERSON means any natural person, or any partnership, association, company, organization or corporation.
- L. PRINCIPAL means any person who will be directly engaged or employed in the management or operation of the Secondhand Dealer business, including any owners and any shareholders with a 5% or greater interest in the company.
- M. REGULATED PROPERTY means any property of a type that has been determined by the Sheriff's Office to be property that is frequently the subject of theft, including but not limited to the following property, unless excluded by subsection 3 below, and may be revised as necessary by the Sheriff's Office after giving appropriate advance notification.
1. Used Items:
 - a. Precious metals;
 - b. Precious gems;
 - c. Watches of any type and jewelry containing precious metals or precious gems;

- d. Sterling silver including, but not limited to, flatware, candleholders, salt and pepper shakers, coffee and tea sets or ornamental objects;
 - e. Audio equipment;
 - f. Video equipment;
 - g. Other electronic equipment including, but not limited to: global positioning systems (GPS), electronic navigation devices or radar detectors;
 - h. Photographic and optical equipment;
 - i. Electrical office equipment;
 - j. Power equipment and tools;
 - k. Automotive and hand tools;
 - l. Telephones or telephone equipment;
 - m. Power yard and garden tools;
 - n. Musical instrument and related equipment;
 - ~~o. Firearms including, but not limited to, rifles, handguns, shotguns, pellet guns or BB guns;~~
 - ~~p. Sporting equipment;~~
 - ~~q. Outboard motors, and boating accessories;~~
 - ~~r. Household appliances;~~
 - ~~s. Entertainment media such as Blu-ray discs, DVD's, DVD boxed sets, Video Game Cartridges, etc.; Video game consoles;~~
 - ~~t. Property that is not purchased by a bona fide business for investment purposes, limited to:

 - i. Gold bullion bars (0.995 or better);
 - ii. Silver bullion bars (0.995 or better);
 - iii. All tokens, coins, or money, whether commemorative or an actual medium of exchange adopted by a domestic or foreign government as part of its currency whose intrinsic, market or collector value is greater than the apparent legal or face value; or
 - iv. Postage stamps, stamp collections and philatelic items whose intrinsic market or collector value is greater than the apparent legal or face value.~~
 - ~~u. Computers and computer related software and equipment;~~
2. New items.
- a. New items purchased from a licensed business shall be exempt from regulation under this chapter if the Dealer has a bill of lading, receipt, invoice or the equivalent for the new items that specifies the seller's business name, physical and mailing address, date of transaction and description of the purchased items. The bill of lading shall be held by the Dealer for one (1) year, or as long as the property is in the Dealer's possession, whichever is longer. Upon reasonable belief that a specific licensed business is dealing in stolen property, the Sheriff may deem that new items purchased from that specific licensed business are regulated property.
 - b. Items acquired from a manufacturer, manufacturer's representative or distributor that are discontinued or have been used for display or

demonstration but not previously sold are new and exempt from regulation under this chapter if the Dealer has a bill of lading, receipt, invoice or the equivalent that includes the information specified in subsection (2)(a) of this section. The Dealer must hold the bill of lading, receipt, and invoice or equivalent for one (1) year or as long as the property is in the Dealer's possession.

3. Regulated property does not include any of the following property:
 - a. Books and comic books;
 - b. Sports cards and sports memorabilia;
 - c. Glassware and objets d'art including, but not limited to, paintings, prints, sculptures, ceramics, and porcelains;
 - d. Vehicles required to be registered with the Oregon Motor Vehicles Division;
 - e. Boats required to be certified by the Oregon Marine Board;
 - f. Furniture;
 - g. Refrigerators, freezers, stoves, ovens, dishwashers, washers and dryers;
 - h. Pursuant to ORS 166.170, firearms and components thereof, including but not limited to rifles, handguns, shotguns, pellet guns, BB guns, and ammunition.

- N. REMANUFACTURED means that an item has been altered to the degree that that the main components are no longer identifiable as the original item.
- O. SHERIFF or SHERIFF'S OFFICE means the Sheriff of Clackamas County, or their designee;
- P. SELLER means any person who:
 1. Offers items of regulated property in exchange for money or other property; or as collateral for a loan; or
 2. Donates or abandons items of regulated property.
- Q. TRANSACTION REPORT means the record of the information required by Section 8.03.080, transmitted to the Sheriff's Office by means required in Section 8.03.090.
- R. TRADE SHOW means an event open to the public, held in a venue other than a Dealer's business location, at which vendors of a specific type of merchandise may exhibit, buy, sell or trade items that may include regulated property.
- S. USED means anything that has been put into action or service.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.030 Permit Required

- A. No person shall act as a Secondhand Dealer in Clackamas County without a valid Secondhand Dealer's Permit issued by the Sheriff's Office.
- B. Any person or business that advertises or otherwise holds themselves out to be acquiring or offering for sale regulated property within Clackamas County will be presumed to be operating as a Secondhand Dealer subject to the terms of this chapter.
- C. Any Pawnbroker operating within Clackamas County shall be required to maintain a valid license pursuant to the Oregon Revised Statutes Chapter 726. If any Pawnbroker also acts as a Secondhand Dealer, that Pawnbroker shall be required to obtain a Secondhand Dealer permit and meet all requirements of this chapter. Any Pawnbroker

that is not a Secondhand Dealer shall nonetheless be subject to the following sections of this chapter:

1. 8.03.080 Reporting requirements (this section shall be used by Pawnbrokers in order to meet the requirements of ORS 726.280 – 726.285).
 2. 8.03.090 Sale Limitations
 3. 8.03.095 Exceptions to Sale Limitations
 4. 8.03.100 Tagging and Inspection of Property
 5. 8.03.110 Prohibited Acts
 6. 8.03.120 Citations
 7. 8.03.150 Nuisance
- D. The sale of regulated property at events known as “garage sales,” “yard sales,” “flea markets” or “estate sales,” is exempt from these regulations if all of the following are present:
1. No sale exceeds a period of seventy-two (72) consecutive hours; and
 2. No more than four (4) sales are held in any twelve- (12) month period.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.035 Minimum Standards

- A. No person may operate as a Secondhand Dealer within Clackamas County unless the person maintains a fixed physical business location.
- B. Any Secondhand Dealer who holds a valid permit may not change the business name of the premises without notifying the Clackamas County Sheriff’s Office at least 30 days prior to the actual effective date of the name change.
- C. Dealers shall comply with all federal, state and local regulations.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.040 Application for Permit

- A. An application for Secondhand Dealer’s Permit shall set forth the following information:
 1. The name, business and residential address, business and residential telephone number, birth date, driver license information, including state of issue and license number and principal occupation of the applicant and any person who will be directly engaged or employed in the management or operation of the business or the proposed business;
 2. The name, address, telephone number, and electronic mail address of the business or proposed business and a description of the exact nature of the business to be operated;
 3. The web address of any and all web pages used to acquire or offer for sale regulated property on behalf of the Dealer, and any and all internet auction account names used to acquire or offer for sale regulated property on behalf of the Dealer;
 4. Written proof that the applicant and all principals of the business are at least 18 years of age;

5. Each principal's business occupation or employment for the five (5) years immediately preceding the date of application;
 6. The business license and permit history of the applicant in operating a business identical to or similar to those regulated by this chapter.
 7. A brief summary of the applicant's business history in Clackamas County or in any other city, county or state including:
 - a. The business license or permit history of the applicant; and
 - b. Whether the applicant has ever had any such license or permit revoked or suspended, the reasons therefor, and the business activity or occupation of the applicant subsequent to the suspension or revocation;
 8. The form of the business or proposed business, whether a sole proprietorship, partnership or corporation, etc., and
 - a. If a partnership, the names, birth dates, addresses, telephone numbers, principal occupations, along with all other information required of any individual applicant, for each partner, whether general, limited, or silent, and the respective ownership shares owned by each;
 - b. If a corporation, or limited liability company, the name, copies of the articles of incorporation and the corporate bylaws, and the names, addresses, birth dates, telephone numbers, and principal occupations, along with all other information required of any individual applicant, for every officer, director, and every shareholder owning more than five percent of the outstanding shares, and the number of shares held by each.
 9. If the applicant does not own the business premises, a true and complete copy of the executed lease (and the legal description of the premises to be permitted) must be attached to the application;
 10. All arrests and criminal convictions relating to fraud, deception, dishonesty or theft, or citations for violation of Secondhand Dealer ordinance or statutes of any city, county, or state of each principal and all natural persons enumerated in paragraphs 1 through 7 of this section; and
- B. New employees of dealers shall complete and submit the Secondhand Dealer personal history information as required in Section A of this Subsection. Employees may not acquire regulated property until all required information has been reviewed by the Sheriff's Office, unless the Dealer receives permission from the Sheriff's Office while those employees' background checks are being evaluated. The criteria used to review a new employee will be the same as those used in the review of an initial application in Section 8.03.050(B).

[Adopted by Ord. 02-2011, 9/15/11]

8.03.050 Issuance and Renewal of Permit

- A. Applications for Secondhand Dealer's Permit must be notarized, and shall be filed with the Sheriff and shall include payment of the required fee. Individual employee history forms containing the required information of each employee need not be notarized, but must be signed by the specific individual represented on the form.

- B. The Sheriff's Office shall conduct an investigation of the applicant and all principals and employees directly engaged in the management or operation of the business listed according to the requirements in Sections 8.03.040(A) and 8.03.040(B). The Sheriff shall issue such permit if no cause for denial as noted herein exists.
- C. The Sheriff shall deny an application for a Secondhand Dealer's Permit if:
 - 1. The applicant, or any other person who will be directly engaged in the management or operation of the business, or any person who owns a five percent or more interest in the business, has previously owned or operated a business regulated by this chapter or a similar ordinance or law of another city, county or state, and
 - a. the license and permit for the business has been revoked for cause which would be grounds for revocation pursuant to this chapter; or
 - b. The business has been found to constitute a public nuisance and abatement has been ordered; or
 - 2. Any person involved in the business has been convicted of any criminal offense related to fraud, deception, dishonesty or theft, or convicted of any violation of this chapter or laws of any city, county or state; or
 - 3. The operation as proposed by the applicant would not comply with all applicable requirements of statutes and local ordinances including, but not limited to: building, health, planning, zoning and fire chapters; or
 - 4. Any statement in the application is found to be false or any required information is withheld; or
 - 5. Evidence exists to support a finding that the location of the business for which the application has been filed has a history of violations of the provisions of this chapter; or
 - 6. The operation does not comply with applicable federal or state licensing requirements.
- D. Notwithstanding Section 8.03.050(B), the Sheriff may grant a permit despite the presence of one or more of the enumerated factors, if the applicant establishes to the Sheriff's satisfaction that:
 - 1. The behavior evidenced by such factor(s) is not likely to recur;
 - 2. The behavior evidenced by such factor(s) is remote in time; and
 - 3. The behavior evidenced by such factor(s) occurred under circumstances which diminish the seriousness of the factor as it relates to the purpose of this chapter.
- E. Secondhand Dealer's Permits shall be for a term of one year and shall expire on the anniversary of their issuance. The permits shall be nontransferable and shall be valid only for a single location. When the business location is to be changed, the permit holder shall provide the address of the new location in writing to the Sheriff for approval or disapproval at least 30 days prior to such change.
- F. All Secondhand Dealer's Permits shall be displayed on the business premises in a manner readily visible to patrons.
- G. The Sheriff's Office will have primary authority concerning the issuance of a permit. If an applicant for permit is denied, denied applicants will make their first appeal to the Clackamas County Hearings Officer. If denial of an application for permit is denied by the Hearings Officer, review shall be by writ of review as provided in ORS 34.010 to 34.100.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.060 Permit Fees

Every person engaged in conducting, carrying on or controlling a Secondhand Dealer's business shall:

- A. File an application as described in Section 8.03.050 and pay a nonrefundable fee as required by the Sheriff.
- B. For renewal of a Secondhand Dealer's Permit, file an application and pay a nonrefundable fee as required by the Sheriff.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.070 Additional Locations

- A. The holder of a valid Secondhand Dealer's Permit shall file with the Sheriff an application for a permit for each additional location, and shall pay a nonrefundable fee as required by the Sheriff.
- B. Permits issued for additional locations shall be subject to all the requirements of this chapter, and the term of any permit issued for an additional location shall expire on the same date as the initial permit.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.080 Reporting of Secondhand Dealer Regulated Property Transactions and Seller Identification

- A. Dealers shall provide to the Sheriff all required information listed for each regulated property transaction (not including sales). The Sheriff may designate the format of transfer of this information and may direct that it be communicated to the Clackamas County Sheriff's Office Pawn Shop Detail by means of mail, the internet or other computer media.
 - 1. In the event the Sheriff directs that the transaction information be transmitted via computer media, the Sheriff may also specify the system that will be utilized in order to ensure conformity among all dealers
 - 2. If, after establishing the format and requirements for the transmission of computerized reports of transactions, the Sheriff alters the required format; Dealers will be given at least sixty (60) days to comply with the new format requirements. If unable to implement the reporting system before the deadline, a Dealer must, prior to the deadline submit a written request to the Sheriff for additional time.
 - 3. Pawnbrokers are required to report only new transactions. Loan renewals and redemptions by the original client do not need to be reported as long as the property involved in the transaction has not left the store for any period of time.
- B. If paper forms are approved for use by the Sheriff's Office, the Sheriff will provide all Dealers with transaction report forms at cost until sixty (60) days after such time that the Sheriff directs a change in the reporting method. The Sheriff may specify the format (size, shape and color) of the transaction report form. The Sheriff may require that the

transaction report form include any information relating to the regulations of this chapter. Dealers may utilize their own forms, in lieu of those supplied by the Sheriff's Office, if the Sheriff has approved such forms. The Declaration of Proof of Ownership is considered to be included in references in this chapter to the transaction reports, as appropriate. Declaration of Proof of Ownership will be retained by the business and made available to law enforcement.

- C. When receiving regulated property, the Dealer must do all of the following except that Pawnbroker loan transactions are temporarily exempt from the requirements regarding copying acceptable identification, obtaining a thumbprint and completion of the Declaration of Proof of ownership until an electronic reporting system is implemented by the Sheriff's Office on October 31, 2011. If unable to comply before the deadline, a Pawnbroker must submit a written request for additional time to the Sheriff before the deadline. The requirements for a Dealer at the time of a transaction when receiving any regulated property are:
1. The Dealer must obtain acceptable photo identification from the seller or pledgor and verify that the photograph is a photograph matches the individual in the transaction.
 2. The Dealer must record the seller's current residential address, telephone number and thumbprint on the transaction report.
 3. The dealer must write on the transaction report a complete, legible and accurate description of the regulated property of sufficient detail to distinguish like objects one from the other. If an item is new, the Dealer must include the word "new" in the property description.
 - a. The Dealer must complete the transaction report in its entirety, and the individual completing the report must initial it.
 - b. Transaction reports must be completed in legible printed English.
 4. The Dealer must require the Seller to legibly complete the Declaration of Proof of Ownership except that no such Declaration of Proof of Ownership is required for pawn loans made in compliance with state law by licensed pawnbrokers.
 - a. In completing the Declaration of Proof of Ownership the Seller must, at the time of the transaction, certify in writing that the seller has the legal right to sell the property that is the subject of the transaction and is competent to do so, and that the property is not rented or leased.
 - b. The Dealer or Dealer's employee must place the identifiable print of the seller's right thumb (left if right is unavailable) in the thumbprint box on the Declaration of Proof of Ownership. Thumbprints and the information on the Declaration of Proof of Ownership may be produced using a digital format with prior approval of the process from the Sheriff.
 - c. When no Declaration of Proof of Ownership is required for pawn loan transactions, the Dealer or Dealer's employee shall verbally verify that the seller has the legal right to sell the property that is the subject of the transaction and is competent to do so, and that the property is not rented or leased, and enter that information in the transaction report.
 5. A Dealer may provide a description of any motor vehicle (including license number) identified as used in the delivery of regulated property and record the description and license number next to the seller's thumbprint.

6. Transaction reports are designed to assist in the investigation of the theft of property. Therefore, additional reporting for Dealers includes unregulated property that is identifiable with markings indicating apparent ownership.
 7. Dealers must take either a photograph or still video of each person selling or loaning on an item of regulated property or make a copy of the acceptable identification presented by the seller. Dealers must also take either a photograph or a still video of each regulated item listed in 8.03.020(M)(1)(a) through (d) (items including precious metals, gems, watches, jewelry, sterling silver, etc.). These photos are required only for new transactions and do not apply to repeated transactions from the same person of the exact same item. All information on the copy must be legible and may be made by photostatic copying, computerized scanning or any other photographic, electronic, digital or other process that preserves and retains an image ~~of the document~~, and which can be subsequently produced or reproduced for viewing of the image. If a photograph is taken, a print of the photograph must be referenced to the transaction report number. A video photograph (still) must be referenced by time and date and transaction report number to correspond to the regulated property accepted. Copied identification must be kept with the transaction report or shall be referenced to the transaction report number. The photograph or videotape ~~of~~ copied identification and items of jewelry listed in 8.03.020(M)(1)(a) through (d) must be kept by the Dealer for one year and must be provided to the Sheriff's Office upon request.
- D. Dealers must mail or deliver to the Sheriff's Office at the close of each business day the original of all transaction reports describing articles received during that business day.
- E. Dealers must retain at their business location a copy of all completed and voided transaction reports for a period of not less than one year from the date of acquisition. Any unused transaction reports must be available for inspection by the Sheriff's Office.
- [Adopted by Ord. 02-2011, 9/15/11]

8.03.090 Regulated Property Sale Limitations

- A. Regulated property is subject to the following limitations:
1. Holding Period: Regulated property acquired by any Dealer must be held for a period of thirty (30) full days from the date of acquisition. Pawnbroker loan transactions are exempt from the 30-day hold requirements of this section because of the redeemable nature of the loans and the holding requirements of ORS 726. However, if the loan is converted to a buy by the Pawnbroker within 30 days from the date of the pawn transaction, the difference between the original date of the pawn and the buy will count toward the 30-day hold requirement. All other provisions of this section remain in effect.
 2. Requirements of held property: All held property must remain in the same form as when received, must not be sold, dismantled, altered or otherwise disposed of, and must be kept separate and apart from all other property during the holding period to prevent theft or accidental sale, and to allow for identification and examination by the Sheriff's Office. Held property must be kept at the business location during this holding period so that it can be inspected during normal business hours as provided in Section 8.03.100.

3. Held property requirements do not apply if:
 - a. the property is received by a Dealer from another Dealer (regulated by the Sheriff's Office or any other nearby police agency approved by the Sheriff) who has already satisfied the holding requirements of this chapter, and the receiving Dealer records the original transaction report number on the transaction report completed for the new transaction.
 - b. a customer, who originally purchased property from a Dealer, returns it with the original receipt.
- B. Upon reasonable belief that an item of regulated property is the subject of a crime, any peace officer may provide notice to any Dealer that a specifically described item of regulated property must be held in a separate Police Hold area for a period not to exceed thirty (30) days from the date of notification, and is subject to the (30) days upon notice provided to the Dealer that additional time is needed to determine whether a specific item of regulated property is the subject of a crime. The Dealer shall comply with the hold notice and notify the Sheriff's Office Pawn Shop Detail of the hold notice not later than five (5) calendar days from the day the notice was received, either by telephone, fax, email or in person. A Dealer must notify the Pawn Shop Detail of its intent to dispose of any item of regulated property under Police Hold at least ten (10) days prior to doing so. A Police Hold area must meet the following criteria:
 1. Located out of public view and access, and
 2. Marked "Police Hold", and
 3. Contains only items that have been put on Police Hold
- C. Any peace officer or Community Service Officer (unsworn peace officers employed by law enforcement agencies) who places a police hold on any property suspected of being the subject of a crime shall provide the Dealer with a DPSST number and a valid incident number.
- D. Upon probable cause that an item of regulated property is the subject of a crime, the Sheriff may take physical custody of the item or provide written notice to any Dealer to hold such property for a period of time to be determined by the Sheriff, not to exceed the statute of limitations for the crime being investigated. Any property placed on hold pursuant to this subsection is subject to the requirements of subsection (A)(2) above, and will be maintained in the Police Hold area unless seized or released by the Sheriff. Seizure of property will be carried out in accordance with ORS.
- E. If a Dealer acquires regulated property with serial numbers, personalized inscriptions or initials, or other identifying marks which have been destroyed or are illegible due to obvious normal use, the Dealer shall continue to hold the regulated property at the business location for a period of ninety (90) full days after acquisition. The Dealer must notify the Sheriff's Office by writing "90-day hold" next to the item on the transaction report or by an electronic means approved by the Sheriff's Office. The held property must conform to all the requirements of this section.
- F. If a peace officer seizes any property from a Dealer, the Dealer must notify the Sheriff's Office not later than five (5) calendar days from the day the seizure occurs. The Dealer must provide the name of police agency, the incident or case number, the name and DPSST number of the peace officer, the number of the receipt left for the seizure, and the seized property information. Notification to the Sheriff's Office may be given by telephone, fax, email or in person.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.095 Exceptions to Regulated Property Sale Limitations

- A. A Dealer is not required to obtain the seller's identification, photograph the seller, record the seller's thumbprint, or have the seller complete the Declaration of Proof of Ownership if the Dealer complies with the remaining requirements in Section 8.03.090 and if:
1. The item is acquired through consignment by a Dealer from a person who lives more than 150 miles from Clackamas County and the consigned property is mailed, shipped, or sent by courier to the Dealer.
 2. The item is acquired during a trade show. All items acquired during a trade show by a Dealer must be reported. At the time of the transaction, the Dealer must write on the transaction report a complete, legible and accurate description of the regulated property of sufficient detail to distinguish like objects one from the other. The Dealer must also record the name and date of the event and the address of the venue in the name, date, and address fields of the transaction report form. Items acquired during a trade show may be sold or traded during the trade show without being held. Items still in a Dealer's possession at the end of the show will be subject to the hold period requirement in effect for that Dealer's acquisitions of regulated property.
 3. The item is acquired from a business whose acquisitions of regulated property consists exclusively of donated items and/or purchases from a 501(c)(3) organization. The Dealer must record the name and location address of the business in the name and address fields of the transaction report form and the date of acquisition.
 4. The item is acquired through an internet transaction. The Dealer must record on the transaction report the seller's email address or seller's identification, the name of the internet website that listed the item, and the date of the acquisition.
 5. The item is acquired by the Dealer from a yard sale, garage sale, estate sale or swap meet. The Dealer must record on the transaction report the physical address of the sale location and the date of acquisition.
- Items acquired under subsection (A) must be held in compliance with the hold period requirement in effect for the Dealer's other acquisitions of regulated property.
- B. A Dealer is not required to obtain the seller's identification, photograph the seller, record the seller's thumbprint, nor have the seller complete the Declaration of Proof of Ownership if the Dealer complies with the remaining requirements in Section 8.03.090 and if the item is used, regulated property acquired from a licensed business. The Dealer must keep a receipt for the item from the licensed business that includes the licensed business' name and a description of the item. The receipt must be retained at the Dealer's business location for one year or until the item is sold, whichever is longer. The Dealer must record on the transaction report the name and location address of the business in the name and address fields of the transaction report form, and the date of the acquisition. The item does not have to be held.
- C. A Dealer is not required to make a copy of the acceptable identification obtained from the seller, photograph the seller, or record the seller's thumbprint if the Dealer complies with the following requirements:

1. Conducts each and every acquisition of regulated property by either:
 - a. Not tendering payment to the seller for a minimum of fifteen (15) days after the regulated property is delivered to the Dealer; or
 - b. Offering in-store credit that must be used for merchandise only and not redeemed for cash; and
 2. Holds each and every item of regulated property for a minimum of fifteen (15) days from the date of acquisition; and
 3. Complies with the remaining requirements set forth in the Section 8.03.090; and
 4. Notifies the Sheriff in writing that each and every acquisition of regulated property will be conducted by not tendering payment to the seller for a minimum of fifteen (15) days after the regulated property is delivered to the Dealer.
- D. A Dealer is not required to make a copy of the acceptable identification obtained from the seller, photograph the seller, or record the seller's thumbprint when the Dealer acquires an item of regulated property on consignment if the Dealer complies with the following requirements:
1. Does not tender payment to the consignor for a minimum of fifteen (15) days after the regulated property is delivered to the Dealer;
 2. Holds each and every item of consigned regulated property for a minimum of fifteen (15) days;
 3. Complies with the remaining requirements in Section 8.03.090.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.100 Tagging Regulated Property for Identification, Sheriff's Inspection

- A. Secondhand Dealer acquiring any regulated property shall affix to such property a tag upon which shall be written a unique number, in legible characters, which shall correspond to the number on the transaction report forms required by Section 8.03.080. After the holding period has expired, the transaction number must remain identifiable on the property until it is sold.
- B. After the applicable holding period has expired, hand tools, or items that are sold with other like items and have no identifiable numbers or markings need not remain tagged.
- C. After the applicable holding period has expired, items that are remanufactured need not remain tagged.
- D. Upon presentation of official identification, the Sheriff may seek permission to enter onto the business premises of any person with a Secondhand Dealer's Permit to ensure compliance with the provisions of this chapter. An inspection shall be for the limited purpose of inspecting any regulated property acquired by the dealer, held by the dealer pursuant to Section 8.03.090, or the records incident thereto. Such inspections shall occur only during normal business hours. The failure to grant permission to the Sheriff for inspection could result in a violation of this chapter.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.110 Prohibited Acts

- A. It shall be unlawful for any principal, employee or Dealer regulated by this chapter to:
1. Receive any property from any person known to the principal, employee or Dealer to be prohibited from selling by a court order or is under the age of eighteen (18) years,
 2. Receive property prohibited by this chapter. Items specifically prohibited from being acquired by Secondhand Dealers include:
 - a. Medications;
 - b. Gift cards, in-store credit cards, or activated phone cards;
 - c. Property with serial numbers, personalized inscriptions or initials or other identifying marks which appear to have been intentionally altered, obliterated, removed, or otherwise rendered illegible;
 - d. Any item that cannot be lawfully possessed pursuant to local, state, or federal law.
 3. Act as a Secondhand Dealer within Clackamas County without a valid Secondhand Dealer's Permit issued by the Sheriff.
 4. Fail to obtain acceptable identification from the person selling any regulated property;
 5. Fail to have the person selling any regulated property sign the transaction report form describing the article acquired;
 6. Fail to retain on the business premises a copy of the transaction report form describing the acquired regulated property for a period of one (1) year from the date of acquisition;
 7. Fail to mail or deliver to the Sheriff at the close of each business day the original and second copy of all transaction report forms and required photographs describing regulated property acquired during that business day;
 8. Fail to include on transaction report forms all readily available information required by the form;
 9. Fail to withhold from sale any regulated property for the required holding period after acquisition;
 10. Fail, after acquiring regulated property, to retain the property on the business premises for the required holding period after its acquisition;
 11. Fail to allow inspection by the Sheriff of any regulated property being retained pursuant to this chapter;
 12. Fail to allow inspection by the Sheriff of any records required by this chapter;
 13. Fail to have affixed to any acquired regulated property, during the required holding period, a tag on which is written a number in legible characters which corresponds to the number on the transaction report form required by this chapter;
 14. Continue activities as a Secondhand Dealer after suspension or revocation of a permit.

- B. Any violation of Section 8.03.110(A) is a County Code violation punishable by a fine in an amount set by resolution of the Board of County Commissioners.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.120 Citation

- A. The Sheriff, upon learning of a violation of Section 8.03.110(A) may issue the Secondhand Dealer a citation. Such citation shall be delivered at the address listed on the permit application during regular business hours to a person who appears to be in charge.
- B. The citation shall list the nature of the violation, and the time and date of the citation. The citation shall also indicate the fine assessed for said violation, which is to be paid to the Sheriff, or appealed within ten (10) days from the date of delivery. Appeal may be taken under the Hearing Officer procedure outlined in Section 8.03.140.
- C. Nothing in this section shall affect the ability of the Sheriff to take any and all actions otherwise authorized to abate any violation.

D. In the event that fines and fees assessed are not paid in full per the guidelines set forth in this chapter, the county reserves the right to assign the debt for collection.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.130 Revocation or Suspension of Permit

- A. The Sheriff may revoke or suspend any permit issued pursuant to this chapter:
 - 1. For any cause which would be grounds for denial of a permit; or
 - 2. Upon a finding that any violation of the provisions of this chapter, federal, state or other local law has been committed and the violation is connected with the operation of the permitted business location so that the person in charge of the business location knew, or should reasonably have known, that such violations or offenses were permitted to occur at the location by the Dealer or any principal or employee engaged or employed in the management or operation of the business location; or
 - 3. If lawful inspection has been refused; or
 - 4. If the Secondhand Dealer's activities cause significant litter, noise, vandalism, vehicular or pedestrian traffic congestion or other locational problems in the area around the Dealer's premises; or
 - 5. If a fine assessed under this chapter has not been paid to the Sheriff or appealed under Section 8.03.140 within ten (10) days after the date of delivery of a citation; or
 - 6. If any statement contained in the application for the permit is found to have been false; or
 - 7. If any Secondhand Dealer fails to meet federal or state licensing requirements.
- B. The Sheriff shall give the permittee written notice of proposed revocation or suspension of any permit issued pursuant to this chapter by causing notice to be served upon the permit holder at the address listed on the permit application. Service of the notice shall be accomplished by either mailing the notice by certified mail, return receipt requested, or by service in the same manner as a summons served in an action at law. Refusal of the

service by the person whose permit is revoked or suspended shall be prima facie evidence of receipt of the notice. Service of the notice upon the person in charge of a business, during its hours of operation shall constitute prima facie evidence of notice to the person holding the permit to operate the business.

- C. Revocation or suspension shall be effective and final ten (10) days after the giving of such notice unless such revocation or suspension is appealed in accordance with Section 8.03.140.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.140 Appeals

- A. Appeals of violations of this chapter will be made to the County Hearings Officer pursuant to Chapter 2.07 of the County Code.
- B. Orders of the Hearings Officer:
 - 1. Every order adverse to a party to the proceeding shall be in writing or stated in the record and may be accompanied by an opinion.
 - 2. Findings of fact and conclusions of law shall accompany a final order. The findings of fact shall consist of a concise statement of the underlying facts supporting the Hearings Officer's order.
 - 3. The Hearings Officer shall notify the appellant and respondent of a final order by delivering or mailing a copy of the order and any accompanying findings and conclusions to the appellant and respondent or, if applicable, their attorney of record. The Hearings Officer shall issue a final order within fourteen (14) days from the conclusion of the hearing.
 - 4. The Hearings Officer shall file all final orders with the Clerk of the Board of County Commissioners. A final order shall become effective five (5) days after it is filed unless a party makes objections to the form of the order within five (5) days of filing and the Hearings Officer subsequently amends the final order.
- C. Enforcement of Hearings Officer Order:
 - 1. Fines and costs are payable upon receipt of the final order declaring the fine and costs. Fines and costs under this chapter are a debt owing to the Sheriff's Office and may be collected in the same manner as any other debt allowed by law.
 - 2. The Sheriff may institute appropriate suit or legal action, in law or equity, in any court of competent jurisdiction to enforce any order of the Hearings Officer, including, but not limited to, an action to obtain judgment for any fine or any assessment for costs imposed pursuant to Sections 8.03.110(B) or 8.03.140(G).
- D. Judicial Review of the final order of the Hearings Officer under this chapter shall be by writ of review as provided in ORS 34.010 – 34.100.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.150 Maintenance of Regulated Business Activity in Violation Declared a Nuisance, Abatement

Any business maintained in violation of the provisions of this chapter is hereby declared to be a public nuisance. The Sheriff is authorized to bring any action or suit to seek imposition of fines

for violation of this chapter or to abate such nuisance by seeking injunctive or other appropriate relief to:

- A. Cease all unlawful activities;
- B. Close the unlawful business establishment;
- C. Return property obtained through unlawful activities to the rightful owners; or
- D. Seek such other relief as may be appropriate.

[Adopted by Ord. 02-2011, 9/15/11]

July 29, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #01 to a Subrecipient Agreement with
Lifeworks NW for Intensive Case Management Services

Purpose/Outcomes	To provide Intensive Case Management (ICM) services to eligible Clackamas County residents.
Dollar Amount and Fiscal Impact	Amendment adds \$44,301.60, increasing the contract maximum value to \$310,111.20. Amendment ensures there will be no gap in services while a formal procurement process is conducted for these services.
Funding Source	No County General Funds are involved. State of Oregon, Community Mental Health Program (CMHP) funds are utilized.
Duration	Effective July 1, 2021 and terminates on September 30, 2021.
Previous Board Action/Review	Agreement reviewed and approved November 5, 2020, Agenda Item 110520-A2.
Strategic Plan Alignment	Ensure safe, healthy and secure communities through the provision of mental health services.
Counsel Review	Reviewed and approved July 1, 2021 (AN)
Procurement Review	Was this item reviewed by Procurement? No Review not required for subrecipient agreements and amendments.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305
Agreement No.	9495 (20-035)

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #01 to Subrecipient Agreement #9495 (20-035) with Lifeworks NW for providing Intensive Case Management (ICM) services to residents who are eligible Clackamas County residents. LifeWorks NW is a not-for-profit behavioral health agency that promotes a health community by providing quality and culturally responsive mental health and addiction services across the lifespan. The Behavioral Health Division has collaborated with Lifeworks Northwest for behavioral health services since 2005.

Intensive Case Management Services are provided with evidence-based, culturally and linguistically appropriate clinical services and strategies with support mental health recovery for Clackamas County clients. Services include, but are not limited to, mental health assessment, treatment planning, coordination of care, client family and group therapy, mental health and addiction services, hospital discharge planning, psychiatric assessment and medication evaluation, management and/or monitoring, access to resources, support services, family support and education, and substance abuse services. As well as activities to promote

symptom stability, physical health, and restoration of personal, community living and social skills.

The Amendment, effective July 1, 2021 through September 30, 2021, adds \$44,301.60 to the value of the Agreement. The Amendment is being issued to ensure that there is no gap in services while a formal procurement process is conducted.

RECOMMENDATION:

Staff recommends Board approval of this Amendment.

Respectfully submitted,

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9495

Board Order #:

Division: BH
Contact: Russell, Angela
Program Contact:
 Thompson, Elise

Subrecipient
 Revenue
 Amend # 1 \$ 44,301.60
 Procurement Verified
 Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** _____

CONTRACT WITH: LifeWorks NW

CONTRACT AMOUNT: \$310,111.20

TYPE OF CONTRACT

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

DATE RANGE

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

INSURANCE What insurance language is required?

- Checked Off N/A
- Commercial General Liability:** Yes No, not applicable No, waived
 If no, explain why: _____
- Business Automobile Liability:** Yes No, not applicable No, waived
 If no, explain why: _____
- Professional Liability:** Yes No, not applicable No, waived
 If no, explain why: _____
- Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

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

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

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

COUNTY COUNSEL

- Yes by: Naylor, Andrew Date Approved: Thursday, July 1, 2021
 OR
 This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

H3S Admin Only
 Date Received: _____
 Date Signed: _____
 Date Sent: _____

AGREEMENTS/CONTRACTS

<input checked="" type="checkbox"/> New Agreement/Contract
<input type="checkbox"/> Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Behavioral Health

PURCHASING FOR: Contracted Services _____

OTHER PARTY TO

CONTRACT/AGREEMENT: LifeWorks NW _____

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: _____

PURPOSE OF

CONTRACT/AGREEMENT: Intensive Community Treatment (ICT) Services, formerly known as Non-Fidelity Assertive Community Treatment (ACT) program. Contract to serve indigent clients.

Amendment #01 extends the term of the Agreement three (3) months through September 30, 2021, and adds \$44,301.60 for the additional months of services.

H3S CONTRACT NUMBER: 9495 _____

Subrecipient Amendment

Subrecipient Agreement Number: 20-035 (BH 9495)

Board Order Number: N/A

Department/Division: H3S/Behavioral Health

Amendment No. 01

Subrecipient: LifeWorks NW

Amendment Requested By: Mary Rumbaugh

Changes: Scope of Service
 Agreement Time

Agreement Budget
 Other: Update reporting contact

Justification for Amendment:

This Amendment #1 is entered into between LifeWorks NW ("Subrecipient") and Clackamas County ("County") and shall become part of that Subrecipient Grant Agreement ("Agreement") entered into between both parties on November 5, 2020. The purpose of this Amendment #1 is to extend the term of Agreement an additional three (3) months through September 30, 2021, and to add funds for the additional months of service.

This Amendment #1 also updates the reporting contact for the Behavioral Health Division, and adds a second funding source.

The maximum grant compensation under the Agreement is **increased by \$44,301.60** to a revised value of **\$310,111.20**. This Amendment #1 is effective **upon signature** and continues through **September 30, 2021**.

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

AMEND Recitals #2:

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

TO READ:

WHEREAS, COUNTY holds Intergovernmental Agreements (*collectively the* “IGA”) for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement Nos. 159159 *and 166036*) with the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium term of 2019-2021;

AMEND Section 1 of the Agreement:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **January 1, 2020** and shall expire on **June 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.

TO READ:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **January 1, 2020** and shall expire on **September 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.

AMEND Section 3 of the Agreement:

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program (“CMHP”) IGA 159159 awarded on June 26, 2019, which is/are the source of the grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (“CFR”), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements required by U.S. Department of Health and Human Services, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State and Federal funding requirements.

TO READ:

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program (“CMHP”) IGA 159159 awarded on June 26, 2019 *and IGA 166036 awarded on May 25, 2021*, which is/are the source of the grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (“CFR”), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements required by U.S. Department of Health and Human Services, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically

referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State and Federal funding requirements.

AMEND Section 4 of the Agreement:

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159). The maximum, not to exceed, grant amount that COUNTY will pay is **\$265,809.60**. This is a rate-based agreement and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Measures and Reporting**.

Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:

4.1. **Federal Funds: \$265,809.60**

in federal funds are provided through the Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) (CFDA 93.958) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Mental Health Block Grant (MHBG) funds from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

TO READ:

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental **Agreements** for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**). The maximum, not to exceed, grant amount that COUNTY will pay is **\$310,111.20**. This is a rate-based agreement and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Measures and Reporting**.

Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:

- 4.1. **Federal Funds: \$310,111.20** in federal funds are provided through the Intergovernmental Agreements for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement Nos. 159159 **and 166036**) (CFDA 93.958) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Mental Health Block Grant (MHBG) funds from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

AMEND Exhibit B, Subrecipient Program Budget:

Subrecipient shall be compensated a capacity payment, for **nine (9) slots**, of **\$14,767.20 per month**, not to exceed **\$265,809.60** for the term of the Agreement.

TO READ

SUBRECIPIENT shall be compensated a capacity payment, for **nine (9) slots**, of **\$14,767.20 per month**, not to exceed **\$310,111.20** for the term of the Agreement.

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

4. Requests for reimbursement shall be submitted by the **10th of the month** for the previous month. The final request for reimbursement shall be submitted by July 10, 2021 for June 30, 2021 expenses.

TO READ:

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

AMEND Section 2 of the Procedure subsection of Exhibit E, Procedure Section of Exhibit E, Performance Measures and Reporting:

Procedure

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

Secure email: NBenner@clackamas.us

TO READ:

Procedure

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

Secure email: JThomas@clackamas.us


[Signature page follows]

SIGNATURE PAGE

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

LIFEWORKS NW

COUNTY OF CLACKAMAS



Authorized Signature 07/01/21
Date

Tootie Smith, Chair Date
Board of County Commissioners

Mary Monnat / President & CEO
Name / Title (Printed)

Approved as to form:


County Counsel 07/01/2021
Date

July 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #04 to Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs

Purpose/Outcomes	This Agreement provides funding for the local administration and operation of behavioral health and addiction program services to residents of Clackamas County.
Dollar Amount and Fiscal Impact	Amendment does not changes the funds available under the Agreement. The Amendment changes the source of the funds provided from federal to state dollars.
Funding Source	No County General Funds are involved. Funding provided by State of Oregon, Oregon Health Authority.
Duration	Effective January 1, 2021 and terminates June 30, 2021.
Previous Board Action	2021 Agreement reviewed and approved May 20, 2021, Agenda Item 052021-A4, and Amendments #01 and #02 reviewed and approved June 24, 2021, Agenda Items 062421-09 and 062421-A20 respectively.
Strategic Plan Alignment	Ensuring healthy, safe and secure communities through the provision of mental health and substance use services.
Counsel Review	Reviewed and approved by Counsel June 30, 2021 (KR)
Procurement Review	Was this item reviewed by Procurement? No. Item is an amendment to an intergovernmental revenue agreement.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	9973

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #04 to Intergovernmental Agreement #166036 with the State of Oregon, acting by and through its Oregon Health Authority for the financing and operation of Community Mental Health, Addiction Treatment, Recovery & Prevention Services and Problem Gambling programs in Clackamas County. The Board of County Commissioners is the Local Mental Health Authority for Clackamas County that operates a Community Mental Health Program funded by this Agreement. The Behavioral Health Division ensures that the funds are administered according to the terms set forth by this Agreement to provide local administration, behavioral health and addiction services to Clackamas County.

Amendment #04 changes the source of funds being provided by the Oregon Health Authority for Community Behavioral and Substance Use Disorder Services (A&D 66 Services). A&D 66 Services are delivered to youth and adults with substance use disorders or to youth and adults with co-occurring substance use and mental health disorders.

This Amendment is effective January 1, 2021 and terminates June 30, 2021.

RECOMMENDATION:

Staff recommends Board approval of this Amendment.

Respectfully submitted,

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9973	Division: BH	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Russell, Angela	<input checked="" type="checkbox"/> Revenue
	Program Contact: Brink, Angela	<input checked="" type="checkbox"/> Amend # 4 \$ 0.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, July 29, 2021

CONTRACT WITH: State of Oregon, Oregon Health Authority

CONTRACT AMOUNT: \$9,086,559.18

TYPE OF CONTRACT

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

DATE RANGE

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

INSURANCE What insurance language is required?

Checked Off N/A

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

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

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

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

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

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

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

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Wednesday, June 30, 2021
OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____
Date: _____

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____



In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**FOURTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF MENTAL
HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM
GAMBLING SERVICES AGREEMENT #166036**

This Fourth Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2021 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Clackamas County** (“County”).

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

OHA Program:

Approved by Shawn Kintner on June 14, 2021; e-mail in contract file.

ATTACHMENT 1 EXHIBIT C Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: A0022
 CONTRACT#: 166036
 CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____
 PROJECT EFFECTIVE DATES SLOT CHANGES/TYPER

SE# FUND CODE CPMS PROVIDER OPERATING DOLLARS STARTUP PART DOLLARS ABC PART IV PAAF CD BASE CLIENT CODE SF#

SE#	FUND CODE	CPMS PROVIDER	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SF#
FISCAL YEAR: 2020-2021									
66	450	CLACKAMAS CO.	\$234,391.55	\$0.00	A	1	Y		2
66	520	CLACKAMAS CO.	-\$234,391.55	\$0.00	A	1	Y		1
TOTAL FOR SE# 66			\$0.00	\$0.00					
TOTAL FOR 2020-2021			\$0.00	\$0.00					
TOTAL FOR A0022			\$0.00	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 06/10/2021

Contract#: 166036
REF#: 004

REASON FOR FAAA (for information only):

This Contract amendment is for administrative adjustment to funding.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- A0022 1 Special condition #A0000-2 in Base Agreement, regarding "A&D 66 Services" applies.
- A0022 2 These funds must result in the delivery of A&D 66 Services to a minimum of 848 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after January 1, 2021. Up to 20% of 848 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted quarterly on the form located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$ 1,200 per individual.

July 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #05 to Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs

Purpose/Outcomes	This Agreement provides funding for the local administration and operation of behavioral health and addiction program services to residents of Clackamas County.
Dollar Amount and Fiscal Impact	Amendment adds \$53,067.66 to the Agreement for Aid and Assist Client Services, increasing the maximum agreement value to \$9,139,626.84. The Amendment changes the source of the funds provided for several service categories.
Funding Source	No County General Funds are involved. Funding provided by State of Oregon, Oregon Health Authority.
Duration	Effective April 1, 2021 and terminates December 31, 2021.
Previous Board Action	2021 Agreement reviewed and approved May 20, 2021, Agenda Item 052021-A4, and Amendments #01 and #02 reviewed and approved June 24, 2021, Agenda Items 062421-09 and 062421-A20 respectively.
Strategic Plan Alignment	Ensuring healthy, safe and secure communities through the provision of mental health and substance use services.
Counsel Review	Reviewed and approved by Counsel June 30, 2021 (KR)
Procurement Review	Was this item reviewed by Procurement? No. Item is an amendment to an intergovernmental revenue agreement.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	9973

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #05 to Intergovernmental Agreement #166036 with the State of Oregon, acting by and through its Oregon Health Authority for the financing and operation of Community Mental Health, Addiction Treatment, Recovery & Prevention Services and Problem Gambling programs in Clackamas County. The Board of County Commissioners is the Local Mental Health Authority for Clackamas County that operates a Community Mental Health Program funded by this Agreement. The Behavioral Health Division ensures that the funds are administered according to the terms set forth by this Agreement to provide local administration, behavioral health and addiction services to Clackamas County.

Amendment #05 adds funds for Aid & Assist Client Services (MHS 4 Services). MHS 4 Services provide restoration services and periodic assessment of a defendant's capacity to stand trial as required in ORS 161.370 while the defendant resides in the community. The Amendment also changes the source of state funds provided for System Management and Coordination (MHS 1 Services), Aid & Assist Client Services (MHS 4 Services), and Crisis and Acute Transition Services (MHS 8 Services) from marijuana tax funds to mental health general funds.

This Amendment is effective April 1, 2021 and terminates December 31, 2021, and adds \$53,067.66 to the value of the Agreement.

RECOMMENDATION:

Staff recommends Board approval of this Amendment.

Respectfully submitted,

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9973	Division: BH	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Russell, Angela	<input checked="" type="checkbox"/> Revenue
	Program Contact: Brink, Angela	<input checked="" type="checkbox"/> Amend # 5 \$ \$53,067.66
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, July 29, 2021

CONTRACT WITH: State of Oregon, Oregon Health Authority

CONTRACT AMOUNT: \$9,139,626.84

TYPE OF CONTRACT

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

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input type="checkbox"/> Upon Signature _____ - _____	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? 4/1/2021 - 12/31/2021

INSURANCE What insurance language is required?

Checked Off N/A

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

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

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

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

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

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

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

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Wednesday, June 30, 2021
OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____
Date: _____

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____



In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**FIFTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF MENTAL
HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM
GAMBLING SERVICES AGREEMENT #166036**

This Fifth Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2021 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County ("County").

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

State of Oregon acting by and through its Oregon Health Authority

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

OHA Program:

Approved by Shawn Kintner on June 23, 2021; e-mail in contract file.

**ATTACHMENT 1
EXHIBIT C
Financial Pages**

MODIFICATION INPUT REVIEW REPORT

MOD: 00413 CONTRACTOR: CLACKAMAS COUNTY
 CONTRACT#: 166036
 INPUT CHECKED BY: DATE CHECKED: 4/1/2021 - 6/30/2021

SE#	FUND CODE	COMP PROVIDER	EFFECTIVE DATES	SLOT CHANGE /TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS	START DOLLARS	BASE	CLIENT CODE
FISCAL YEAR: 2020-2021										
4	504	AID 5 ASSIST WRENCH	4/1/2021 - 6/30/2021	0 /N/A		\$53,067.66	\$0.00	1	Y	0
TOTAL FOR SE# 4						\$53,067.66	\$0.00			
TOTAL FOR 2020-2021						\$53,067.66	\$0.00			
FISCAL YEAR: 2021-2022										
1	401	SYSTEM MANAGEMENT AE	7/1/2021 - 12/31/2021	0 /N/A		-\$223,969.92	\$0.00	1	Y	0
1	401	SYSTEM MANAGEMENT AE	7/1/2021 - 12/31/2021	0 /N/A	-\$1,646.03	-\$9,876.18	\$0.00	1	Y	4
1	401	SYSTEM MANAGEMENT AE	7/1/2021 - 12/31/2021	0 /N/A	-\$3,940.57	-\$23,643.42	\$0.00	1	Y	2
1	401	SYSTEM MANAGEMENT AE	7/1/2021 - 12/31/2021	0 /N/A	-\$1,080.64	-\$6,483.84	\$0.00	1	Y	3
1	401	SYSTEM MANAGEMENT AE	7/1/2021 - 12/31/2021	0 /N/A		-\$6,715.93	\$0.00	1	Y	2
1	401	SYSTEM MANAGEMENT AE	7/1/2021 - 12/31/2021	0 /N/A	-\$7,635.42	-\$46,172.52	\$0.00	1	Y	1
1	404	SYSTEM MANAGEMENT AE	7/1/2021 - 12/31/2021	0 /N/A		\$223,969.92	\$0.00	1	Y	0
1	404	SYSTEM MANAGEMENT AE	7/1/2021 - 12/31/2021	0 /N/A	\$1,646.03	\$9,876.18	\$0.00	1	Y	4
1	404	SYSTEM MANAGEMENT AE	7/1/2021 - 12/31/2021	0 /N/A	\$3,940.57	\$23,643.42	\$0.00	1	Y	2
1	404	SYSTEM MANAGEMENT AE	7/1/2021 - 12/31/2021	0 /N/A	\$1,080.64	\$6,483.84	\$0.00	1	Y	3
1	404	SYSTEM MANAGEMENT AE	7/1/2021 - 12/31/2021	0 /N/A	\$7,635.42	\$46,172.52	\$0.00	1	Y	1
TOTAL FOR SE# 1						\$0.00	\$0.00			
FISCAL YEAR: 2021-2022										
4	401	AID 6 ASSIST WRENCH	7/1/2021 - 12/31/2021	0 /N/A		-\$62,519.09	\$0.00	1	Y	0

MODIFICATION INPUT REVIEW REPORT

MOD#: M0413

CONTACT#: 166036 CONTRACTOR: CLACKMAS COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

PROJ _____ EFFECTIVE DATE _____ SLOT CHANGE/TYPE _____ RATE _____

SE# FUND CODE CENS PROVIDER _____ OPERATING DOLLARS _____ STARTUP PART IV CD BASE _____ CLIENT CODE _____ SP# _____

SE#	FUND CODE	CENS PROVIDER	OPERATING DOLLARS	STARTUP PART IV CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2021-2022							
	BASE	AID & ASSIST PROJECT					
4	804	AAP	\$62,519.09	1	Y		0
		TOTAL FOR SE# 4	\$0.00				
			\$0.00				
	BASE	CRISIS AND ACUTE TRA					
8	401	CRIS	-\$27,578.96	1	Y		0
		TOTAL FOR SE# 6	\$0.00				
			\$0.00				
	BASE	CRISIS AND ACUTE TRA					
8	804	CRIS	\$27,578.96	1	Y		0
		TOTAL FOR SE# 6	\$0.00				
			\$0.00				
		TOTAL FOR 2021-2022	\$53,067.66				
		TOTAL FOR M0413					
		166036					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 06/22/2021

Contract#: 166036
REF#: 005

REASON FOR FAAA (for information only):

This amendment is to reverse changes made in error when moving funding sources in the prior amendment to MHS 01 System Management and Coordination, MHS 04 Aid and Assist Client Services, and MHS 08 Crisis and Acute Transition Services , and to add MHS 04 Aid and Assist Client Services funds awarded by the Legislature to increase resources for providing community-based competency restoration with required reporting.

This amendment is to reverse changes made in error when moving funding sources in the prior amendment to MHS 01 System Management and Coordination, MHS 04 Aid and Assist Client Services, and MHS 08 Crisis and Acute Transition Services , and to add MHS 04 Aid and Assist Client Services funds awarded by the Legislature to increase resources for providing community-based competency restoration with required reporting.

This amendment is to reverse changes made in error when moving funding sources in the prior amendment to MHS 01 System Management and Coordination, MHS 04 Aid and Assist Client Services, and MHS 08 Crisis and Acute Transition Services , and to add MHS 04 Aid and Assist Client Services funds awarded by the Legislature to increase resources for providing community-based competency restoration with required reporting.

This amendment is to reverse changes made in error when moving funding sources in the prior amendment to MHS 01 System Management and Coordination, MHS 04 Aid and Assist Client Services, and MHS 08 Crisis and Acute Transition Services , and to add MHS 04 Aid and Assist Client Services funds awarded by the Legislature to increase resources for providing community-based competency restoration with required reporting.

This amendment is to reverse changes made in error when moving funding sources in the prior amendment to MHS 01 System Management and Coordination, MHS 04 Aid and Assist Client Services, and MHS 08 Crisis and Acute Transition Services , and to add MHS 04 Aid and Assist Client Services funds awarded by the Legislature to increase resources for providing community-based competency restoration with required reporting.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

M0413 1 These funds are for MHS 01 Services at Johnson Creek.

M0413 2 These funds are for MHS 01 Services at Mossy Meadows.

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 06/22/2021

Contract#: 166036
REF#: 005

M0413 3 These funds are for MHS 01 Services at Portland.

M0413 4 These funds are for MHS 01 Services at Renaissance.

July 29, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #160440, Amendment 4 with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents

Purpose/Outcomes	To provide Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons age 60 and over in Clackamas County
Dollar Amount and Fiscal Impact	This amendment adds \$224,000 to the agreement for a new agreement total of \$8,391,334. Funded by Federal OAA Funds and State General Funds designated for the OPI Programs.
Funding Source	Federal Older American Act & State General Fund - \$318,473 of County General Funds are used to meet match requirements for internal programs for the duration of this agreement.
Duration	Effective July 1, 2019 and terminates on June 30, 2021
Previous Board Action	071819-A6, 010920-A3, 043020-A6, 061820-A1, 042921-A1
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.
Counsel Review	<ol style="list-style-type: none"> 1. Date of Counsel review: 6/29/21 2. Initials of County Counsel performing review: KR
Procurement Review	<ol style="list-style-type: none"> 1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is an Intergovernmental Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9337

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Intergovernmental Grant Agreement #160440, Amendment 4 with the State of Oregon, Dept. of Human Services, Aging and People with Disabilities, Community Services and Supports. This amendment updates the grant funding for the Social Services Division to administer Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons 60 and over living in Clackamas County. The services provided include nutrition programs, evidence-based health promotion activities, family caregiver supports, transportation, information and referral activities, and In-home services. These services link residents with resources to meet their individual

needs. This helps them to remain independent and active in their communities for as long as possible.

Social Services Division is the designated Area Agency on Aging for the Clackamas Planning and Service area designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division, Community Services and Supports. This agreement reflects the adjustments to the OPI funds with additional program funding to provide service in the County. The biennial allocation increased by \$224,000 from \$8,167,344 to \$8,391,334.

Program Match is only required for core OAA funding. The expenses charged to General Fund to meet the match obligation are the Indirect and Allocated costs associated with the Program Staff who deliver these services.

This amendment was reviewed and approved by County Counsel on June 29, 2021. The Amendment is effective April 1, 2021. The State was delayed in issuing this amendment due to the State staffing capacity.

RECOMMENDATION:

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

Respectfully submitted,

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9377 Board Order #: Prior Board Orders: 071819-A6, 010920-A3, 043020-A6, 061820-A1, 042921-A1	Division: SS Contact: Reid, Stefanie Program Contact: Reid, Stefanie	<input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Revenue <input checked="" type="checkbox"/> Amend # 5 \$ \$224,000.00 <input type="checkbox"/> Procurement Verified <input type="checkbox"/> Aggregate Total Verified
---	---	---

Nor. BCC Item **BCC Agenda** **Date:** Thursday, July 29, 2021

CONTRACT WITH: 19-21 State of Oregon, #160440 Comm. Srvs & Supports

CONTRACT AMOUNT: \$8,391,334.00

TYPE OF CONTRACT

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

DATE RANGE

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

INSURANCE What insurance language is required?

Checked Off N/A

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

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

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

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

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

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

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

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Tuesday, June 29, 2021
 OR
 This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: approved via email by T. Christopherson

Date: 6/29/21

H3S Admin Only	Date Received: _____ Date Signed: _____ Date Sent: _____
-----------------------	--

AGREEMENTS/CONTRACTS

	<input type="checkbox"/> New Agreement/Contract
X	<input checked="" type="checkbox"/> Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: 19-21 State of Oregon, #160440 Comm. Srvs & Suppor

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 7/29/2021

PURPOSE OF

CONTRACT/AGREEMENT:

This amendment increases the OPI Allocation for the biennium.

H3S CONTRACT NUMBER: 9377



Grant Agreement Number 160440

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **05** to Grant Agreement Number **160440** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "ODHS" and

**Clackamas County
Acting by and through its
Clackamas County Social Services Division (CCSS)
District 2, Type A
Serving: Clackamas County
Attention: Brenda Durbin
PO Box 2950 - 2051 Kaen Road
Oregon City, Oregon 97045
Telephone: 503-655-8640
Facsimile: 503-655-8889
E-mail address: brendadur@co.clackamas.or.us**

hereinafter referred to as "**Recipient.**"

1. Once fully executed, this Amendment shall become effective on the date this Amendment has been approved by Department of Justice, regardless of the dates it is signed by all parties. Recipients' performance of the Oregon Project Independence program described in Exhibit A, Part 1, "Program Description" with the additional funds provided for the program by Amendment #5 may start April 1, 2021, shall be governed by the terms and conditions herein, and such expenses incurred by Recipient may be reimbursed once this Amendment is effective, in accordance with the schedule of payments in Exhibit A, Part 2, "Payment and Financial Reporting".

2. The Agreement is hereby amended as follows. Language to be deleted is ~~struck through~~ and language to be added is shown **underlined and bold**:

a. Amend Section 3, “Grant Disbursement Generally” as follows:

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is ~~\$8,167,334.00~~ **\$8,391,334.00**. ODHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. ODHS will disburse the grant to Recipient as described in Exhibit A.

b. For services provided on or after the effective date of this Amendment, Exhibit A, Part 2, “Payment and Financial Reporting for Older Americans Act and Oregon Project Independent services,” Section 1.b., “Funding Appropriations,” is amended as follow:

b. Payment for all work performed under this Agreement shall be subject to the provisions of ORS 293.462 and disbursements under this Agreement shall be as set forth below:

Older Americans Act	\$4,078,566	CFDA 93.044, 93.045, 93.043, 93.052, 93.041
NSIP	\$343,532	CFDA 93.053
IT Admin Funds	\$7,293	
Continued Sequestration Mitigation Funds	\$102,833	GF 99.999
Continued EBSPA Funds	\$0	
Oregon Project Independence	\$2,058,266 <u>\$2,282,266</u>	
Families First Coronavirus Response Act Funding	\$329,632	CFDA 93.045
CARES Act Funding, Title III-B, Supportive Services	\$231,696	CFDA 93.044
CARES Act Funding, Title III-C, Nutrition and Meals Services	\$657,592	CFDA 93.045
CARES Act Funding, III-E, Family Caregivers Support Program	\$127,349	CFDA 93.052
Other State Funds	\$0	
HDC5 Consolidated Appropriations Act, 2021 Supplemental Funding, nutrition OAA Title IIIC2	\$230,575	CFDA 93.045
Total	\$8,167,334 <u>\$8,391,334</u>	

- c. Exhibit E as shown at <https://www.oregon.gov/DHS/SENIORS-DISABILITIES/SUA/Pages/AAA-Financial.aspx> has been updated and is incorporated herein by reference.
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.

RECIPIENT, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

4. Signatures.

**Clackamas County
Acting by and through its
Clackamas County Social Services Division (CCSS)
By:**

	Tootie Smith
Authorized Signature	Printed Name
Board of County Commissioners, Chair	
Title	Date

**State of Oregon acting by and through its Oregon Department of Human Services
By:**

Authorized Signature	Printed Name
Title	Date

Approved for Legal Sufficiency:

	June 28, 2021
Via e-mail by Wendy J. Johnson, Senior Assistant Attorney General	Date
Department of Justice	

June 29, 2021

Board of Commissioners
Clackamas County

Dear Board of County Commissioners:

Approval of Intergovernmental Agreement with Oregon Department of
Transportation Rail and Public Transit Division for HB2017 State Transportation
Improvement Fund Discretionary Program Funds
for the I205 / Borland Rd / Bridgeport Village pilot transit service.

Purpose/Outcomes	The purpose of this grant is to fund pilot transit operations between Bridgeport Village and Clackamas Town Center simplifying the riding experience for customers travelling between Washington and Clackamas County. TriMet does not currently provide transit service along the I-205 corridor.
Dollar Amount and Fiscal Impact	The maximum grant award is \$900,000. The grant would be funded through the Oregon Department of Transportation
Funding Source	HB2017 State Transportation Improvement Fund (STIF) Discretionary Funds. The match rate is 20% and will be paid with Clackamas County STIF Formula funds and Washington County committed match funds. No county general funds are involved.
Duration	July 1, 2021 to June 30, 2023
Previous Board Action	Board order #102920-A5
Strategic Plan Alignment	1. This aligns with the Social Service Division's strategic priority to provide services that allow individuals and families to remain in their own homes and communities. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	Reviewed and approved by KR on 6/28/21
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S #10246

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests approval of an intergovernmental agreement with the Oregon Department of Transportation Rail and Public Transit Division for implementation of transit service that connects Tualatin (Bridgeport Village) and Clackamas Town Center.

This new pilot transit connection is building off a feasibility study done in 2020 that looked at the need for transit along the I-205 corridor. This transit connection would provide a missing link in transit for both Clackamas County and Washington County. Partners for this project include Washington County, the City of Tualatin, the City of West Linn, the City of Oregon City, SMART

Healthy Families. Strong Communities.

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

www.clackamas.us

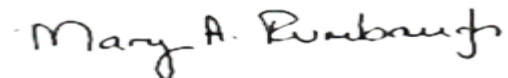
and Ride Connection. The partners are looking to extend and connect current transportation options that would allow people to move from Bridgeport Village (Tualatin) to Oregon City, West Linn, and Clackamas Town Center and additionally connect to critical services off Borland Rd.

The HB 2017 State Transportation Improvement Fund Discretionary grant is for \$720,000. The match requirement of \$180,000 will be paid by Clackamas County and Washington County. Clackamas County's share will come from STIF Formula Funds that have already been awarded. No County General Funds are involved.

RECOMMENDATION:

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

Respectfully submitted

A handwritten signature in black ink that reads "Mary A. Rumbaugh". The signature is written in a cursive style.

For Rodney A. Cook

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #:	10246	Division:	SS
Board Order #:		Contact:	Christopherson, Teresa
		Program Contact:	Babcock, Kristina
		<input type="checkbox"/> Subrecipient	
		<input checked="" type="checkbox"/> Revenue	
		<input type="checkbox"/> Amend #	\$
		<input type="checkbox"/> Procurement Verified	
		<input type="checkbox"/> Aggregate Total Verified	

Non BCC Item BCC Agenda **Date:** _____

CONTRACT WITH: 21-23 ODOT Rail and Public Transit Division STIF Discretionary (#35094)

CONTRACT AMOUNT: \$720,000.00

TYPE OF CONTRACT

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

DATE RANGE

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

INSURANCE What insurance language is required?

Checked Off N/A

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

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

Professional Liability: Yes No, not applicable No, waived
If no, explain why: _____
Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

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

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

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

COUNTY COUNSEL

Yes by: Kathleen Rastetter Date Approved: Monday, June 28, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: Lois Orner Digitally signed by Lois Orner
Date: 2021.06.30 07:12:38 -07'00'

Date:

H3S Admin	Date Received: _____
On y	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

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

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: 21-23 ODOT Rail and Public Transit Division STIF Discr

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: _____

PURPOSE OF

CONTRACT/AGREEMENT: I205 / Borland Rd / Bridgeport Village pilot transit service.

H3S CONTRACT NUMBER: 10246

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

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

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

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: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds.** State shall provide Recipient an amount not to exceed **\$720,000.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement

described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - 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.
 - v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

c. **Recovery of Funds.**

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

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

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the 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 any 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 by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the 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 funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as 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.

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

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**
 - i. **Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.**
 - ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.
 - iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- c. **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 (Oregon Revised Statutes (ORS) Chapters 279 A, B and C) and rules, ensuring that:
 - i. 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. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

- ii. 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.

d. **STIF Procurements**

Pursuant to Oregon Administrative Rule (OAR) 732-044-0050(6)
Recipient shall:

- i. Establish useful life standards for capital assets acquired pursuant to STIF Discretionary grant agreements which meet or exceed the duration of those established by State.
 - ii. Use State's published procedures or substantially similar procedures and ensure that Sub-Recipients use the same procedures for the disposition of capital assets acquired with STIF funds.
 - iii. Retain the net proceeds from a sale or other disposition of a capital asset to reinvest in a future STIF capital project or return the net proceeds to State. Net proceeds are the disposal proceeds less original value, depreciation, and disposal costs. If non-STIF funds were used in the original purchase, only the proportion representing the STIF contribution to the purchase is subject to this rule.
 - iv. Establish written procedures to ensure that a capital asset is maintained in safe operating condition.
 - v. Maintain insurance coverage, or require Sub-Recipients to maintain insurance coverage that meets or exceeds the standards in Oregon Revised Statutes (ORS) 806.070.
 - vi. Ensure that vehicles purchased in whole or in part with STIF funds are titled with the Oregon Department of Transportation Driver and Motor Vehicle Service Division pursuant to ORS 803.045 and supporting rules, with ODOT Public Transportation Division listed as a security interest holder, subject to the following additional requirements:
 - a. If the vehicle is registered in the name of a Sub-Recipient receiving the vehicle, and the Sub-Recipient is not a Qualified Entity (OAR 732-040-005(26)) or Public Transportation Service Provider (OAR 732-040-005(25)), then the Qualified Entity or Public Transportation Service Provider must be listed on the vehicle title as the primary security interest holder.
 - b. If the vehicle was purchased with federal funds in addition to STIF funds, and the federal funding source requires the vehicle to be titled otherwise than provided in this rule, then the federal titling requirements prevail.
- e. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. **Termination**

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the

- Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
- ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
- i. Upon notification to State of its desire to withdraw from eligibility to receive the funds and providing to State a reason acceptable to State for the withdrawal; or
 - ii. If 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. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- 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 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.i. 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. 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. **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.
- k. **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.
- l. **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.
- m. **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.
- n. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

Clackamas County/State of Oregon
Agreement No. 35094

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. 35094

Clackamas County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

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

State Contact:

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

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Valerie Egon

Date _____ 06/24/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 05/21/2021

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

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: STIF IC Clackamas County 35094				
<i>I205 / Borland Rd / Bridgeport Village Transit Service.</i>				
Item #1: Bus < 30ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$205,000.00	\$164,000.00	\$41,000.00	Local
Item #1: Route Signing				
	Total	Grant Amount	Local Match	Match Type(s)
	\$6,000.00	\$4,800.00	\$1,200.00	Local
Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$15,000.00	\$12,000.00	\$3,000.00	Local
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$674,000.00	\$539,200.00	\$134,800.00	Local
Sub Total	\$900,000.00	\$720,000.00	\$180,000.00	
Grand Total	\$900,000.00	\$720,000.00	\$180,000.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects.

The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.

The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

Operations

This Agreement funds the creation of a transit connection between Washington County and Clackamas County, Oregon that serves populations between Tualatin and Clackamas Town Center (coordinating with planned bus-on-shoulder programs along I-5 and I-205 corridors).

STIF discretionary reimbursements for this task shall not exceed \$539,200.

Vehicle Expansion

This Agreement provides funding to purchase passenger transportation vehicles to be used to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicles to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicles to another agency without the permission of State.

Funding under this Agreement is for the purchase of four Category D transit vehicles as follows:

Two Category Ds

Useful life - 5 years or 150,000 miles; approximate length - less than 30 feet; estimated number of seats - 10; estimated number of ADA securement stations - 2 fuel type - CNG.

And

Two Category Ds

Useful life - 5 years or 150,000 miles; approximate length - less than 30 feet; estimated number of seats - 10; estimated number of ADA securement stations - 2 fuel type - gasoline.

Purchase includes all equipment and supplies necessary to put the vehicles into service.

STIF discretionary reimbursements for this task shall not exceed \$164,000.

Signs, Shelters, and Amenities

This Agreement provides funding to eight each of bus stop signs, poles, and installation, in a manner to comply with ADA accessibility requirements to support the public transportation needs of the general public. The purpose of the project is to install passenger amenities and improvements such as benches for the comfort and convenience of riders, and procure and install signage for transit route information.

Eligible expenses are: associated services, permits, permissions, and equipment, infrastructure needed to put the passenger shelter(s), route sign(s), benches, trash receptacles, reader boards, electronic routing equipment, and infrastructure into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections. Architecture, design, engineering, planning, and preparation services and permits, clearly needed to proceed with the project, are eligible reimbursable expenses.

A National Environmental Policy Act environmental assessment may be required for this project, depending on fund source and complexity. A Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet must be submitted to State, and must be approved by the Federal Transit Administration if this project is matched with federally sourced funding. FTA concurrence must be received by State for all partially federally-funded projects, prior to any ground disturbance. This award is contingent on approval of the worksheet. Any project expenses incurred will not be reimbursed if the project's required worksheet is not approved.

A Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet may be submitted to State to establish a historical benchmark. State-funded shelters, signs, or amenities projects must comply with state and local procurement and construction rules.

STIF discretionary reimbursements for this task shall not exceed \$4,800.

Administration

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

STIF discretionary reimbursements for this task shall not exceed \$12,000.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Operations

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations and/or historically marginalized communities. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

Recipient, shall create and maintain current GTFS data describing the funded services. GTFS data should be updated in advance of system changes to allow trip planners to stay current. Recipient, if operating demand response service, is strongly encouraged to create and maintain GTFS-flex data for their service. GTFS creation and maintenance services may be supported by State's GTFS contractor.

Competitive purchases of systems that can count passengers [e.g., Automated Passenger Counters (APC), Automated Fare Collection (AFC) systems] shall include an explicit scoring preference for systems that support the GTFS-Ride and GTFS-RealTime data standards and shall include support for GTFS data access to State and interested third parties.

STIF Discretionary-supported service providers are encouraged to serve key transit hubs and stops operated or used by for-profit/national transit providers where practical.

Modifications to Project Objectives or Service:

Recipients receiving operating or mobility management funding for fixed route service shall provide adequate public notice of impending service changes. State shall be included in the first entities notified of any impending service changes. Cause for such notification shall include, but not be limited to, changes to route stops, route frequency, or the primary vehicle used for the service as well as Recipient's inability to maintain interline agreements made with other public transportation service providers. Service changes determined to significantly impede Recipient's ability to achieve objectives and deliverables identified in this Agreement may result in loss or reduction of project funding.

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

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

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

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

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

Recipient shall engage in a good faith effort to generate program income to help defray program costs.

Vehicle Expansion

All purchases and installations must be completed prior to the expiration date of this Agreement.

*Estimated order date: August 2, 2021
Estimated delivery date: June 30, 2023.*

For vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to selected vendor. State is responsible for submitting vehicle orders to selected vendor. If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, requests for proposals to procure the vehicles must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to the selected vendor.

State will retain title to the vehicles as primary security interest holder for as long as the vehicles remain in public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

Recipient will create and maintain a vehicle maintenance plan that utilizes the original equipment manufacturer (OEM) requirements for each vehicle and meets FTA transit asset management requirements in 49 Part CFR 625. Recipient will follow the plan to ensure each vehicle is maintained in a state of good repair. Recipient will provide State a copy of the plan upon request.

Signs, Shelters, and Amenities

Recipient will submit a description and list for sign and/or shelter locations. Recipient will submit certification attesting to fulfillment of any applicable permitting, inspections, or other requirements prior to final payment. An on-site inspection or photo documentation of installations is required prior to final payment.

By accepting federal or state funds, Recipient certifies that the project will meet all Americans with Disabilities Act requirements as set forth in 49 CFR parts 27, 37, and 38.

All purchases, installations, and construction must be completed prior to the expiration date of this Agreement. If an extension for time is required, a request must be received by State at least 45 days prior to the expiration date.

*Expected project start date: December 2, 2021
Expected project completion date: June 30, 2023.*

Administration

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

4. PROJECT ACCOUNTING and MATCHING FUNDING

Operations

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded

from USDOT- or State-source grants is not an eligible expense.

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

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

Vehicle Expansion

Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with these vehicles and required to put the vehicles into service are eligible. Purchase of an extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicles. Licensing and other post-delivery expenses are not eligible for reimbursement.

Recipient will provide matching funding from non-federal source(s). Sources of funding that may be used as matching funding for this Agreement include state funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

Signs, Shelters, and Amenities

The service provider may use capital items funded under USDOT- or State-source agreements when performing services rendered through a contract or sub-agreement funded by this Agreement. Depreciation of capital items funded under USDOT- or State-source grants is not an eligible expense.

Eligible matching fund sources for this Agreement include Statewide Transportation

Improvement Formula Fund, Special Transportation Formula Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as match. Administration and facility contributions are documented by percentage of contribution directly attributed to the project.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. The required local match share will be subtracted from the project expenses to determine the Agreement share of the project expense. Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses.

Receipt of federal funds for construction projects requires that labor must be paid at the prevailing wage as prescribed by the Davis-Bacon Act.

Administration

Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted as administrative expenses. Eligible project administrative expense may include, but are not limited to: administrative staff salaries; overhead expenses; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; office equipment; telecommunications; facilities and equipment rental. Administrative costs for coordination of transit services are eligible as project administration if the activity is part of a coordinated public transportation program.

5. REPORTING AND INVOICING REQUIREMENTS

Operations

Recipient shall confirm the eligibility of any Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period. Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to Recipient for the remainder of the Agreement period.

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must regularly provide a summary of the work performed pursuant to this Agreement in its agency periodic report. Photographs of public transportation activities, and related operations, are encouraged to memorialize the achievement of project deliverables.
Project Progress Reporting

Recipient shall report Project progress quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Recipients of operating, mobility management, or any STIF Discretionary, STIF Intercommunity Discretionary, or 5311(f) funds associated with a specific transportation service shall report on several key project outcomes related to that service.

On a quarterly basis, Recipient shall report in the APR the overall service costs, revenue miles, revenue hours, and ridership for the service associated with this Agreement. Recipient shall also report the fare revenue, contract revenue, and any other revenue collected as a result of the service.

Expenditures

Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.

Recipient shall ensure Satisfactory Continuing Control of capital assets, including real property, purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. Satisfactory Continuing Control means the legal assurance that a capital asset will remain available to be used for its originally-authorized purpose throughout its useful life or until disposition.

An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the date put into public transportation service, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use per this agreement, the Recipient or Sub-Recipient using the capital asset (Owner/Operator), and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but not limited to, asset condition, and vehicle mileage.

Recipient shall request authorization from State for the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the amount of proceeds, if any, from the sale to State. Capital asset useful life standards shall be the same as those outlined by the Federal Transit Administration.

Recipient will provide reporting information as prescribed by State on the capital asset purchases under this Agreement as long as the capital asset remain in public transportation service.

Reimbursement requests for capital assets must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. Where a vehicle asset will be partially funded with federal funds, Recipient shall submit pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business enterprise requirements.

Vehicle Expansion

Recipient will provide reporting information as prescribed by State on the vehicles purchased under this Agreement as long as the vehicles remain in public transportation service.

Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include a cover letter and copies of all invoices associated with expenses identified for reimbursement.

Signs, Shelters, and Amenities

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a cover letter or summary of the work performed pursuant to this Agreement in each Agency Periodic Report. Before and after photographs of the project are encouraged to memorialize the achievement of deliverables and may be submitted with the final report.

Recipient will report as prescribed by State on assets purchased or constructed under this Agreement as long as they remain in use for public transportation service.

Expenses incurred will not be reimbursed if the project's scope is changed or altered without the necessary pre-approval and amendment by State.

Administration

Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted as administrative expenses. Eligible project administrative expense may include, but are not limited to: administrative staff salaries; overhead expenses; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; office equipment; telecommunications; facilities and equipment rental.

Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

Recipient shall complete and submit a form detailing any mitigation actions taken by Recipient to the appropriate Qualified Entity no later than 30 days after the end of each Fiscal Year in which the PTSP receives STIF discretionary funds. This form will be provided to Recipient prior to the deadline for submission of the form and will include instructions for the proper completion and submittal of the form.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 And/Or STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$720,000.00
---	---	--	---

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

EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

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

COMMERCIAL GENERAL LIABILITY.

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

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

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

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

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

EXCESS/UMBRELLA LIABILITY.

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

limits of insurance.

ADDITIONAL INSURED.

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

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

"TAIL" COVERAGE.

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

NOTICE OF CANCELLATION OR CHANGE.

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

CERTIFICATE(S) OF INSURANCE.

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

Recipient Insurance Requirements

GENERAL.

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

INSURANCE REQUIREMENT REVIEW.

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

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

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

COMMERCIAL GENERAL LIABILITY.

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

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

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

AUTOMOBILE LIABILITY.

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

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

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

EXCESS/UMBRELLA LIABILITY.

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

ADDITIONAL INSURED.

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

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

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or,

(ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

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

CERTIFICATE(S) OF INSURANCE.

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

STATE ACCEPTANCE.

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



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to Contract #2015 with
Harper Houf Peterson Righellis, Inc. for the
Linwood Avenue Improvement Project

Purpose/Outcomes	Execution of Contract #2015 Amendment #1 allows the consultant to complete the design for the Linwood Avenue Improvement Project.
Dollar Amount and Fiscal Impact	The original contract amount was \$1,126,395.02. Amendment #1 adds \$205,948.88 for a total contract value not to exceed \$1,332,343.90
Funding Source	Clackamas County Development Agency: North Clackamas Revitalization Area Urban Renewal District – no County General Funds are involved.
Duration	Anticipated project completion extended by one calendar year to September 30, 2022, due to complications imposed by the Covid pandemic.
Previous Board Action	10/31/2019: BCC Approval of original contract as a result of RFP 2019-29.
Strategic Plan Alignment	This project will build and provide strong Infrastructure
Procurement Review	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
Counsel Review	Reviewed and Approved by Counsel on 07-07-2021; ARN
Contact Person	Ken IteI, Development Agency Senior Project Planner 503.742.4324

Background:

Harper Houf Peterson Righellis, Inc. (HHPR) is under contract to develop design and construction documents for SE Linwood Avenue between SE Monroe Avenue and SE Johnson Creek Blvd. The original scope of work (SOW) outlined specific parameters in which the design should follow.

After completing extensive surveying, studies and 60% construction plans, it was determined the amount of work required for Right-of-Way (ROW) appraisals, and negotiations and acquisitions for necessary easements and rights of entry for construction was much greater than initially estimated. County ROW staff might normally perform a number of these tasks, but due to an extensive list of current County projects requiring the attention of County ROW staff, it is necessary to rely on HHPR's ROW consultant in order to maintain progress on the Linwood Avenue project.

The contract scope and fee must be amended to include the following:

County requires Contractor to perform additional ROW services of up to seventeen (17) appraisal reviews, negotiations, responses to public inquiries, and related tasks. Contractor's deliverables for the additional services shall include a minimum of 18 POEs (Permits of Entry) and 17 TCAAs (Temporary Construction Access Agreements). The cost for these additional services is \$205,944.88, which includes a contingency of \$28,000 in the event more detailed appraisals become necessary.

In addition, it is necessary to extend the completion date of the contract by one calendar year, due to delays and complications imposed on all parties by the ongoing Covid pandemic.

Procurement Process:

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment. Amendment #1 is an 18.28% increase to the original contract.

Recommendation:

Staff respectfully recommends that the Board approve and execute Amendment #1 for the contract with Harper Houf Peterson Righellis, Inc. for the design of the SE Linwood Avenue Improvement Project.

Sincerely,

Kenneth Itel

Ken Itel
Development Agency Senior Project Planner

Placed on the BCC Agenda _____ by Procurement and Contract Services

AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH HARPER HOUF PETERSON RIGHELLIS, INC. FOR
LINWOOD AVENUE IMPROVEMENT PROJECT
Contract #2015

This Amendment #1 is entered into between **Harper Houf Peterson Righellis, Inc.** (“Contractor”) and Clackamas County Development Agency (“County”) and shall become part of the Contract documents entered into between both parties on **October 31, 2019** (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:
 The Contract termination date is hereby changed from September 30, 2021 to **September 30, 2022**.

2. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:
 County requires Contractor to perform additional Task 7 Work, as described in Exhibit A of the Contract. The additional Task 7 Work will include up to seventeen (17) appraisal reviews, negotiations, responses to public inquiries, and related tasks. Contractor s deliverables for the additional Task 7 Work shall include a minimum of 18 POEs (Permits of Entry) and 17 TCAAs (Temporary Construction Access Agreements).


3. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
 In consideration for Contractor performing the additional Task 7 Work, County agrees to pay Contractor an additional **\$205,944.88**. The total amount County agrees to pay Contractor for Task 7 Work shall not exceed \$244,447.88. This fee includes a total of \$28,000 in contingency fees for this Task. Contractors revised fee schedule for this task as attached as Exhibit C, and hereby incorporated by reference. The Total Contract Compensation shall not exceed \$1,332,343.90.

ORIGINAL CONTRACT	\$ 1,126,395.02
<u>AMENDMENT #1</u>	<u>\$ 205,948.88 + Time</u>
TOTAL AMENDED CONTRACT	\$ 1,332,343.90

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Harper Houf Peterson Righellis, Inc.

Clackamas County Development Agency


Digitally signed by Daniel S Houf
 DN: C=US, E=Dan@hhpr.com,
 O=Harper Houf Peterson Righellis Inc,
 CN=Daniel S Houf
 Date: 2021.07.07 14:18:35-0700'

 Daniel S Houf 7/7/2021

 Authorized Signature Date
Daniel S. Houf, President

 Printed Name

 Chair

 Recording Secretary Date

Approved as to form:
 Andrew Naylor Digitally signed by Andrew
 Naylor
 Date: 2021.07.07 16:53:51
 -0700' 7/7/2021

 County Counsel Date

EXHIBIT C
REVISED FEE SCHEDULE FOR
TASK 7 - RIGHT-OF-WAY RESEARCH, DESCRIPTIONS, APPRAISALS AND ACQUISITIONS

**Harper Houf Peterson Righellis Inc. - Estimated Fee
Roadway Design Services for Linwood Avenue- Clackamas
County
May 4,2021**

TASK 7: ROW Research, Descriptions, Appraisals, Acquisitions	Epic Land Solutions								Expenses	TOTAL BY TASK
	Regional Manager	Project Manager	Senior Appraiser	Right of Way Agent	Budget & Financial Controls	Technical Support	Administrative Support			
7.A. Identify acquisition requirements										\$ -
7.B. Verify Existing Easements within impact areas										\$ -
7.C. ROW/Easement Cost Estimates										\$ -
7.D. ROW Impact Maps										\$ -
7.E. Legal Descriptions and Exhibit Maps										\$ -
7.F. Real Estate Appraisals	4	15			2	1			\$77,000.00	\$ 80,570.00
7.F.C. Real Estate Appraisals (contingency)									\$28,000.00	\$ 28,000.00
7.G. ROW Negotiations and Acquisitions	26	159		892	6	4	297		\$1,897.88	\$ 135,877.88
7.H. Respond to public and/or landowner inquiries	30	174	0	892	8	5	297			\$ -
	\$ 210	\$ 155	\$ 175	\$ 90	\$ 150	\$ 105	\$ 75		\$106,897.88	\$ 244,447.88

\$244,447.88



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Eagle-Elsner, Inc. for the
Thiessen I Area Paving Package No. 1

Purpose/Outcome	This contract consisting of five locations: SE Harmon Court, SE Vista Lane, SE Ancona Court, SE Bantam Court, and SE Cornish Court. This paving package will resurface about 0.5 miles of road.
Dollar Amount and Fiscal Impact	Contract Value \$480,000, budgeted in DTD CIP Project #22309 until December 31, 2021
Funding Source	Community Road Fund
Duration	Contract Execution through December 31, 2021.
Previous Board Action/Review	7/27/21: Discussion item at issues
Strategic Plan Alignment	This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.
Counsel Review	Counsel Date: July 13, 2021 Counsel Initials: AN
Procurement Review	Was this project processed through Procurement? Yes.
Contact Person	Jon Sparks, Engineering Technician 4, 503-650-3235
Contract No.	4121

Background:

The Thiessen Area Paving Package is an asphalt paving and road reconstruction contract. This paving package will resurface approximately 0.5 miles of road. This contract will resurface:

- SE Harmon Court between SE Thiessen Road and the end of the road with asphalt. SE Harmon Court is classified as a local roadway.
- SE Vista Lane between SE Thiessen Road and the end of the road with asphalt. SE Vista Lane is classified as a local roadway.
- SE Ancona Court between SE Vista Lane and the end of the road with asphalt. SE Ancona Court is classified as a local roadway.
- SE Bantam Court between SE Vista Lane and the end of the road with asphalt. SE Bantam Court is classified as a local roadway.

- SE Cornish Court between SE Vista Lane and the end of the road with asphalt. SE Cornish Court is classified as a local roadway.

This contract will include placing approximately 2,500 tons of asphalt; removing approximately 10,600 square yards of asphalt to full road depth, reshaping approximately 10,600 square yards of road base; placing pavement markings and striping; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on May 13, 2021. Bids were publicly opened on June 15, 2021. The County received three (3) bids: Brix Paving Northwest, \$661,500.00; Eagle-Elsner, Inc., \$480,000.00; and Knife River Corporation, \$595,135.00. After review of the bids, Eagle-Elsner, Inc., was determined to be the lowest responsive bidder.

Recommendation:

Staff respectfully recommends that the Board approve and sign this public improvements contract with Eagle-Elsner, Inc. for the Thiessen Paving Package No. 1.

Sincerely,

Jon Sparks

Jon Sparks,
Engineering Technician 4,
Department of Transportation and Development

Placed on the BCC Agenda _____ by Procurement



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
Contract #4121

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

Project Name: #2021-47 Thiessen Paving Package No. 1

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **four hundred eighty thousand dollars (\$480,000.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the project specifications) referenced within the Instructions to Bidders, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid as indicated in the accepted Bid.

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

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Payroll and Certified Statement Form
- Addendum #1
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Prevailing Wage Rates
- Plans, Specifications and Drawings

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Highway Construction (the "Specifications"), together with the provisions of the Oregon Standard Specifications for Construction (2018) referenced therein.

The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default

2. Representatives.

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

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

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

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the

intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

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

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

Job Superintendent: David Elsner shall be the Contractor's on-site job superintendent throughout the project term.

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

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: September 17, 2021

FINAL COMPLETION DATE: December 31, 2021

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

5. Insurance Certificates and Required Performance and Payment Bonds.

5.1 In accordance with Section 00170.70 of the Specifications, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to Procurement@clackamas.us.

5.2 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

5.2.1 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

5.3 Builder's Risk Insurance: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and

architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

5.4 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

5.4.1 Such insurance shall be maintained until Owner has occupied the facility.

5.4.2 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

5.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).

5.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

5.7 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless

otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

5.8 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

5.9 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

6. Responsibility for Damages/Indemnity.

6.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.

6.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Section 6.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 6.2.

6.3 In claims against any person or entity indemnified under Section 6.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 6.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to

County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

8. Confidential Information.

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

9. Counterparts.

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

10. Integration.

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

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

11. Liquidated Damages

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

- 11.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:
 - 11.1.1. \$ 700 per Calendar day past the Substantial Completion date as identified in section 00180.85 (b) and 00180.85 (c).

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

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

15. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

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

Contractor DATA:
Eagle-Elsner, Inc.
P.O. Box 23294
Tigard, Oregon 97281

Contractor CCB # 27112 Expiration Date: 04/2/2022
 Oregon Business Registry # 135009-13 Entity Type: DBC State of Formation: Oregon

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

Eagle-Elsner, Inc.

Clackamas County Board of County Commissioners

Richard Eagle, Pres
 Authorized Signature _____ Date _____

 Chair _____ Date _____

Richard Eagle, President
 Name / Title Printed _____

 Recording Secretary

APPROVED AS TO FORM

07/14/2021

[Signature]

 County Counsel _____ Date _____



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

Table of Contents

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

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

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

Section B-4.....Bid Bond

Section B-5.....Bid Form

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

Section B-7.....Performance Bond

Section B-8..... Payment Bond

Section B-9..... Project Information, Plans, Specifications and Drawings

Section B-10.....Insurance



CLACKAMAS COUNTY
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

INVITATION TO BID #2021-47
Thiessen Paving Package No. 1
May 13, 2021

Clackamas County ("County") through its Board of County Commissioners is accepting sealed bids for the **Thiessen Paving Package No. 1** until **June 10, 2021, 2:00 PM**, Pacific Time, ("Bid Closing") at the following location:

DELIVER BIDS TO: Clackamas County Procurement Division via email to procurement@clackamas.us.

Bidding Documents can be downloaded from ORPIN at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No.C01010-2021-47-21.

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

Engineers Estimate: \$660,000.00

Contact Information

Procurement Process and Technical Questions: Ryan Rice, rrice@clackamas.us

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

To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must prequalified in Asphalt Concrete Paving (ACP), Temporary Traffic Control (TTC), and Pavement Markings (PAVE).**

State Prevailing Wage

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

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 1, 2021 and amended on April 1, 2021, which can be downloaded at the following web address: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx The Work will take place in Clackamas County, Oregon.

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



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

INSTRUCTIONS TO BIDDERS

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

Article 1. Scope of Work

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

Article 2. Examination of Site and Conditions

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

The Owner will not be responsible for any loss or for any unanticipated costs, which may be suffered by the successful Bidder, as a result of such

Bidder's failure to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required, including site conditions. No statement made by an elected official, officer, agent, or employee of the Owner in relation to the physical or other conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

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

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

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

Requests of approval for a substitution from that specified shall be accompanied by samples, records of performance, certified copies of tests by impartial and recognized laboratories, and such other information as the Architect may request.

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the Project Manual either by description of process or by designating a

manufacturer by name and referring to a brand or product designation or by specifying a kind of material. Whenever a process is designated or a manufacturer's name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether in fact they do so or not.

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

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

Article 4. Security to Be Furnished by Each Bidder

Each Bid must be accompanied by either 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a Bid bond described hereinafter, executed in favor of the Owner, for an amount equal to ten percent (10%) of the total amount Bid as a guarantee that, if awarded the contract, the Bidder will execute the contract and provide a performance bond and payment bond as required. The successful Bidder's check or Bid bond will be retained until the Bidder has entered into a contract satisfactory to Owner and furnished a one hundred percent (100%) performance bond and one hundred percent (100%) payment bond. The Owner reserves the right to hold the Bid security as described in Article 10 hereof. Should the successful Bidder fail to execute and deliver the contract as provided for in Article 12 hereof, including a satisfactory performance bond and payment bond within twenty (20) calendar days after the Bid has been accepted by the Owner, then the contract award made to such Bidder may be considered canceled and the Bid security may be

forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the Bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Intent to Award.

Article 5. Execution of Bid Bond

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

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

Article 6. Execution of the Bid Form

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

The Bid Form relates to Bids on a specific Project

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

Article 7. Prohibition of Alterations to Bid

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

Article 8. Submission of Bid

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

Article 9. Bid Closing and Opening of Bids

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

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

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

Article 10. Acceptance or Rejection of Bids by Owner

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

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

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

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

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

Article 11. Withdrawal of Bid

At any time prior to the Bid Closing, a Bidder may withdraw its Bid. This will not preclude the submission of another Bid by such Bidder prior to the time set for the Bid Closing.

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

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

The Owner will provide the successful Bidder with contract forms within seven (7) calendar days after

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

Article 13. Recyclable Products

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

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

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

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

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

Article 15. Protest of Intent to Award

Owner will name the apparent successful Bidder in a "Notice of Intent to Award" letter. Identification of the apparent successful Bidder is procedural only and creates no right in the named Bidder to the award of the contract. Competing Bidders will be notified by publication of the Notice of Intent to Award on the Clackamas County Procurement Website of the selection of the apparent successful Bidder(s) and Bidders shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to C-

049-0450. Any award protest must be in writing and must be delivered by hand delivery or mail to the Procurement Division Director at: Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

Article 16. Disclosure of First-Tier Subcontractors

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

Disclosures may be submitted with the Bid or may be hand delivered to the Bid Closing address or emailed to procurement@clackamas.us.



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT**

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Project Name: #2021-47 Thiessen Paving Package No. 1

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

1. To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must be prequalified in Asphalt Concrete Paving & Oiling (ACP), Miscellaneous Highway Appurtenances (MHA), Temporary Traffic Control (TTC), and Pavement Markings (PAVE).**
2. **[closed buildings- COVID]** The County is requiring all bids for this project be electronically submitted. Complete Bids (including all attachments) must be received by the closing time and date 2:00 p.m. Pacific Time, June 10, 2021. The Bid must be emailed to the following address: Procurement@clackamas.us. **The email subject line must read “Bid for #2021-47 Thiessen Paving Package No. 1.”** Upon receiving of the bid, the County will send bidders an email confirmation acknowledging receipt. Bids delayed or lost by email system filtering or failures may be considered at Clackamas County’s sole and absolute discretion.
Bids will be publicly read aloud via the computer application, Zoom. Bidders will be allowed to video conference or listen by phone to the bid results. The projects Zoom meeting can be accessed via the information below:

Join Zoom Meeting

<https://clackamascounty.zoom.us/j/86183131192>

Meeting ID: 861 8313 1192

One tap mobile

+12532158782,,86183131192# US (Tacoma)

+13462487799,,86183131192# US (Houston)

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

3. **Good Faith Effort:** Clackamas County encourages participation in contracts by Historically Underrepresented Businesses. “Historically Underrepresented

Businesses” are State of Oregon-certified and self-identified minority, women and emerging small business as well as firms that are certified federally or by another state or entity with substantially similar requirements as the State of Oregon.

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

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

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

Prime Contractor Name: Eagle-Elsner, Inc.

Total Contract Amount: \$475,000.00

Project Name: #2021-47 Thiessen Paving Package #1

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

DOW BIDDER WILL SELF-PERFORM (GFE not required)

<u>All work except pavement markings</u>	

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

<u>LIST ALL SUBCONTRACTORS BELOW</u> Use correct legal name of Subcontractor (No Assumed Business Names)		Division of Work List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reporting MBE/WBE/ESB Subcontractor Check Box <input checked="" type="checkbox"/>		
				MBE	WBE	ESB
Name	Apply-A-Line, LLC.		\$1,000.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Address	PO Box 90577					
City/St/Zip	Portland, OR 97290					
Phone #	(503) 777-4228					
OCCB#	217180					
Name				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Address						
City/St/Zip				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phone #						
OCCB#						
Name				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Address						
City/St/Zip				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phone #						
OCCB#						

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

Prime Contractor Name:

Total Contract Amount:

Project Name: # 2021-47 Thiessen Paving Package No. 1

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

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

Prime Contractor: Eagle-Elsner, Inc.

Project: #2021-47 Thiessen Paving Package No. 1

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

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, etc.)	Date Solicitation Letter/Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used	
CR Contracting LLC	Striping		6/4/2021	Russell Davis	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			Will call back after looking at it
All Seal	Striping		6/4/2021	Patty Clark	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
PROJECT COMPLETION REPORT
(FORM 3)**

Prime Contractor Name:

Total Contract Amount:

Project Name: # 2021-47 Thiessen Paving Package No. 1

Complete this form and submit with your request for final payment upon the project completion. Please list all subcontractors used for the project. Use additional sheets as necessary.

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

BY SIGNING BELOW, I HEREBY CERTIFY THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE. .

Authorized Signature of Contractor Representative

Date



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: # 2021-47 Thiessen Paving Package No. 1

We, Eagle Elsner, Inc., as "Principal,"
(Name of Principal)

and Western Surety Company, an South Dakota Corporation,
(Name of Surety)

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

Ten Percent of Total Amount Bid-- dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. 2021-47) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

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

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 10th day of June, 2021.

Principal: Eagle Elsner, Inc.

Surety: Western Surety Company

By: Richard Eagle, Pres
Signature

By: Attorney-In-Fact
Gloria Bruning

Attest: Mary Neuron
Official Capacity
Corporation Secretary

Name
Gloria Bruning

Address
1201 SW 12th Ave., Suite 500

Portland, OR 97205

City State Zip

503-224-2500 503-224-9830

Phone Fax

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Philip O Forker, Gloria Bruning, Vicki Mather, Brent Olson, Richard W Kowalski, Ray M Paiement, Joel Dietzman, Christopher A Reburn, J Patrick Dooney, Gail A Price, Individually

of Portland, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of January, 2020.

WESTERN SURETY COMPANY



Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 7th day of January, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of June, 2021.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: # 2021-47 Thiessen Paving Package No. 1
BID CLOSING: June 10, 2021, 2:00 PM, Pacific Time
BID OPENING: June 10, 2021, 2:05 PM, Pacific Time

FROM: EAGLE - ELSNER, INC.
Bidder's Name (must be full legal name, not ABN/DBA)

TO: Clackamas County
Procurement Division – procurement@clackamas.us

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

- a. An individual; or
- b. A partnership registered under the laws of the State of _____; or
- c. A corporation organized under the laws of the State of Oregon; or
- d. A limited liability corporation organized under the laws of the State of _____;

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

FOUR HUNDRED EIGHTY THOUSAND Dollars (\$ 480,000-)

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

- Notice of Public Improvement Contract Opportunity
 - Instructions to Bidders
 - Bid Bond
 - Public Improvement Contract Form
 - Prevailing Wage Rates
 - Plans, Specifications and Drawings
 - Supplemental Instructions to Bidders
 - Bid Form
 - Performance Bond and Payment Bond
 - Payroll and Certified Statement Form
- ADDENDA numbered 1 through 1, inclusive (fill in blanks)

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

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

4. The work shall be completed within the time stipulated and specified in 00180.50(h) of the Special Provisions for **Thiessen Paving Package No. 1**.
5. Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid, plus the total sum of Alternatives (if any).
6. The Undersigned agrees, if awarded the Contract, to execute and deliver to Clackamas County, within twenty (20) calendar days after receiving the Contract forms, a Contract Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

Western Surety Company
(name of surety company - not insurance agency)

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

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

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

9. The undersigned HAS, HAS NOT (check one) paid unemployment or income taxes in Oregon within the past 12 months and DOES, DOES NOT (check one) a business address in Oregon. The undersigned acknowledges that, if the selected bidder, that the undersigned will have to pay all applicable taxes and register to do business in the State of Oregon before executing the Contract Form.

10. The Undersigned agrees, if awarded a contract, to comply with the provisions of ORS 279C.800 through 279C.870 pertaining to the payment of the prevailing rates of wage.

11. Contractor's CCB registration number is 27112. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

12. The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005(2) were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the contract.

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is SAIF, Policy No. 810540, and that Contractor shall submit Certificates of Insurance as required.

14. Contractor's Key Individuals for this project (supply information as applicable):

Project Executive: <u>Richard Eagle</u>	Cell Phone: <u>971-235-4577</u>
Project Manager: <u>Curtis Cooksey</u>	Cell Phone: <u>971-235-4586</u>
Job Superintendent: <u>David Elsnor</u>	Cell Phone: <u>971-235-4571</u>
Project Engineer: <u>Curtis Cooksey</u>	Cell Phone: <u>971-235-4586</u>

15. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project.

16. The Undersigned certifies that it has a drug testing program in accordance with ORS 279C.505.

REMINDER: Bidder must submit the below First-Tier Subcontractor Disclosure Form.

By signature below, Contractor agrees to be bound by this Bid.

NAME OF FIRM Eagle-Elsner, Inc
ADDRESS PO Box 23294
Tigard Or 97281
TELEPHONE NO 503-628-1137
EMAIL curtis@eagle-elsner.com
SIGNATURE 1) _____
Sole Individual
or 2) _____
Partner
or 3) Richard Eagle, Pres
Authorized Officer or Employee of Corporation

***** END OF BID *****

Thiessen 1 Area Paving Package

Addendum #1

Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
TEMPORARY FEATURES AND APPURTENANCES FOR PAVING PACKAGE						
101	00197	EXTRA WORK DONE ON FORCE ACCOUNT BASIS	LS	1	\$10,000.00	\$10,000.00
102	00210	MOBILIZATION	LS	1	32,280 ⁰⁰	32,280 ⁰⁰
103	00225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE: SE HARMON CT	LS	1	3,200 ⁰⁰	3,200 ⁰⁰
104	00225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE: SE VISTA LN	LS	1	12,000 ⁰⁰	12,000 ⁰⁰
105	00225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE: SE ANCONA CT	LS	1	3,000 ⁰⁰	3,000 ⁰⁰
106	00225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE: SE BANTAM CT	LS	1	3,000 ⁰⁰	3,000 ⁰⁰
107	00225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE: SE CORNISH CT	LS	1	3,000 ⁰⁰	3,000 ⁰⁰
108	00225	TEMPORARY PROJECT INFORMATION SIGNS	SQFT	30	45 ⁰⁰	1,350 ⁰⁰
109	00225	PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	2	3,400 ⁰⁰	6,800 ⁰⁰
110	00290	POLLUTION CONTROL PLAN	LS	1	1,000 ⁰⁰	1,000 ⁰⁰
111	00290	EROSION CONTROL PLAN	LS	1	1,000 ⁰⁰	1,000 ⁰⁰
TEMPORARY FEATURES AND APPURTENANCES-SUBTOTAL						712,620 ⁰⁰
ROADWORK						
112	00305	CONSTRUCTION SURVEY WORK	LS	1	3,000 ⁰⁰	3,000 ⁰⁰
113	00310	REMOVAL OF SURFACINGS	SQYD	10,600	390	41,340 ⁰⁰
114	00310	ASPHALT PAVEMENT SAW CUTTING	FOOT	1,100	2 ⁰⁰	2,200 ⁰⁰
115	00330	8 INCH DEPTH SUBGRADE STABILIZATION	SQYD	3,300	25 ⁰⁰	82,500 ⁰⁰
ROADWORK-SUBTOTAL						129,040 ⁰⁰
DRAINAGE AND SEWERS						
116	00480	DRAINAGE CURBS, STANDARD	FOOT	1,200	12 ⁰⁰	14,400 ⁰⁰
DRAINAGE AND SEWERS - SUBTOTAL						14,400 ⁰⁰
BASES						
117	00610	RECONDITIONING EXISTING ROADWAY	SQYD	10,600	225	23,850 ⁰⁰
BASE - SUBTOTAL						23,850 ⁰⁰
WEARING SURFACES						
118	00745	LEVEL 2, 1/2 INCH ACP	TON	2,500	94 ⁰⁰	235,000 ⁰⁰
WEARING SURFACES - SUBTOTAL						235,000 ⁰⁰

Thiessen 1 Area Paving Package

Addendum #1

page 2 of 2

Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
PERMANENT TRAFFIC CONTROL						
119	00855	BI-DIRECTIONAL YELLOW TYPE 1AR MARKERS, RECESSED	EACH	5	216 ⁰⁰	1,080 ⁰⁰
PERMANENT TRAFFIC CONTROL-SUBTOTAL						1,080 ⁰⁰
TOTAL						4 480,000.00

Total Price FOUR HUNDRED EIGHTY THOUSAND Dollars and
NO Cents

Name of Firm Eagle-Elsner Inc

Name (Print) Richard Eagle, President

Signature Richard Eagle, Pres Date 06-15-21

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
PROJECT: #2021-47 Thiessen Paving Package No. 1**

BID OPENING: June 10, 2021, 2:00 PM, Pacific Time

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

INSTRUCTIONS:

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

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

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

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

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

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

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

Firm Name: Eagle-Elsner Inc

Bidder Signature: Richard Cape, Pres Phone # 503-628-1137
971-235-4577



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: 26478699
Solicitation: #2021-47
Project Name: Thiessen Paving Package No. 1

<u>Western Surety Company</u> (Surety #1)	Bond Amount No. 1:	<u>\$ 480,000.00</u>
_____ (Surety #2)*	Bond Amount No. 2:*	<u>\$ _____</u>
<i>* If using multiple sureties</i>	Total Penal Sum of Bond:	<u>\$ 480,000.00</u>

We, Eagle Elsner, Inc. as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Four Hundred Eighty Thousand & No/100---(\$480,000.00) Dollars (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in

all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County, be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of July, 20 21.

PRINCIPAL: Eagle Elsner, Inc.

By: *Richard Eagle, Pres*
Signature

Attest: *Mary Newton*
President
Official Capacity
Corporation Secretary

SURETY: Western Surety Company
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Gloria Bruning
Name
Gloria Bruning
Signature

1201 SW 12th Ave., Suite 500
Address

Portland, OR 97205

City State Zip
503-224-2500 503-224-9830

Phone Fax



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Philip O Forker, Gloria Bruning, Vicki Mather, Brent Olson, Richard W Kowalski, Ray M Paiement, Joel Dietzman, Christopher A Reburn, J Patrick Dooney, Gail A Price, Individually

of Portland, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of January, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 7th day of January, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this July day of 2021.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 26478699
Solicitation: #2021-47
Project Name: Thiessen Paving Package No. 1

Table with 3 columns: Surety Name, Bond Amount No., and Amount. Includes entries for Western Surety Company (Surety #1), (Surety #2)*, and Total Penal Sum of Bond.

We, Eagle Elsner, Inc., as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Four Hundred Eighty Thousand & No/100---(\$480,000.00) Dollars (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and

shall permit no lien nor claim to be filed or prosecuted against Clackamas County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of July, 20 21.

PRINCIPAL: Eagle Elsner, Inc.

By: *Richard Eagle, Pres*
Signature

Attest: *Mary Nelson*
President
Official Capacity
Corporation Secretary

SURETY: Western Surety Company
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Gloria Bruning
Gloria Bruning
Name
Signature

1201 SW 12th Ave., Suite 500
Address

Portland, OR 97205

City State Zip
503-224-2500 503-224-9830

Phone Fax



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Philip O Forker, Gloria Bruning, Vicki Mather, Brent Olson, Richard W Kowalski, Ray M Paiement, Joel Dietzman, Christopher A Reburn, J Patrick Dooney, Gail A Price, Individually

of Portland, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of January, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 7th day of January, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this July day of 2021.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
PROJECT INFORMATION, PLANS, SPECIFICATIONS AND DRAWINGS

PROJECT: #2021-47 Thiessen Paving Package No. 1

Project Background:

The Thiessen Area Paving Package is an asphalt paving and road reconstruction contract. This paving package will resurface 1.46 miles of road.

This contract will also resurface SE Harmon Court between SE Thiessen Road and the end of the road with asphalt. SE Harmon Court is classified as a local roadway.

This contract will also resurface SE Vista Lane between SE Thiessen Road and the end of the road with asphalt. SE Vista Lane is classified as a local roadway.

This contract will also resurface SE Ancona Court between SE Vista Lane and the end of the road with asphalt. SE Vista Lane is classified as a local roadway.

This contract will also resurface SE Bantum Court between SE Vista Lane and the end of the road with asphalt. SE Vista Lane is classified as a local roadway.

This contract will also resurface SE Cornish Court between SE Vista Lane and the end of the road with asphalt. SE Cornish Court is classified as a local roadway.

This contract will include, but not be limited to: placing approximately 2,500 tons of asphalt; removing approximately 10,600 square yards of asphalt to full road depth, reshaping approximately 10,600 square yards of road base; placing pavement markings and striping; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans.

Engineers Estimate: \$660,000.00

Key Dates:

All Basic Bid Work may begin as soon as the Notice to Proceed (“NTP”) is issued

Substantial Completion: September 17, 2021

Final Completion: December 31, 2021

Time is of the essence for this Project. Note the Liquidated Damages requirements as described in the project Specifications.

The Scope further includes the following Plans, Specifications and Drawings:

SPECIAL PROVISIONS FOR THIESSEN PAVING PACKAGE NO. 1, dated spring 2021

THIESSEN AREA 1 PAVING PACKAGE Drawing Set, Sheets No. 1 - 12.



INVITATION TO BID #2021-47
Thiessen Paving Package No. 1
ADDENDUM NUMBER 1
June 8, 2021

On May 13, 2021, Clackamas County (“County”) published Invitation to Bid #2021-47 (“BID”). The County has found that it is in its interest to amend the BID through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

1. The Bid Closing is hereby changed from June 10, 2021 at 2:00 PM to **June 15, 2021 at 2:00PM**. This update shall be inclusive to the entire Bid package.
2. Remove and replace the Bid Schedule with the attached Bid Schedule, titled Thiessen 1 Area Paving Package Addendum #1.

Attachments:

- Thiessen 1 Area Paving Package Addendum #1.

End of Addendum #1

SPECIAL PROVISIONS
FOR
THIESSEN PAVING PACKAGE NO. 1
CLACKAMAS COUNTY DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT

CLACKAMAS COUNTY, OREGON

Spring 2021

Asphalt Paving & Oiling, Temporary Traffic Control, and Pavement Markings

THEISSEN AREA PAVING PACKAGE NO. 1

- Worksite 1: SE Harmon Court (SE Thiessen Road to End)
- Worksite 2: SE Vista Lane (SE Thiessen Road to End)
- Worksite 3: SE Ancona Court (SE Vista Lane to End)
- Worksite 4: SE Bantam Court (SE Vista Lane to End)
- Worksite 5: SE Cornish Court (SE Vista Lane to End)


CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SPECIAL PROVISIONS

FOR

THIESSEN AREA PAVING PACKAGE NO. 1

PROFESSIONAL OF RECORD CERTIFICATION(S):

 <p>REGISTERED PROFESSIONAL ENGINEER 79235 OREGON WESLEY MARTIN WEGNER Dec. 21, 2011 4/26/2021 EXPIRES: 06/30/2022</p>	<p>I certify the Special Provision Sections listed below are applicable to the design for the Thiessen and Arista Area Paving Package Bundle.</p> <p>Sections:</p> <p>00210, 00220, 00225, 00280, 00290, 00305, 00310, 00330, 00331, 00440, 00470, 00480, 00490, 00610, 00620, 00641, 00730, 00745, 00748, 00749, 00840, 00850, 00855, 0867, 02001, 02050, 02080, 02190, 02440, 02450, 02640, 02690, and 02910.</p>
<p>Date Signed: <u>April 26, 2021</u></p>	

SPECIAL PROVISIONS

WORK TO BE DONE

THIESSEN AREA PAVING PACKAGE NO. 1, CLACKAMAS COUNTY, OREGON

The Thiessen Area Paving Package is an asphalt paving and road reconstruction contract. This paving package will resurface 1.46 miles of road.

This contract will also resurface SE Harmon Court between SE Thiessen Road and the end of the road with asphalt. SE Harmon Court is classified as a local roadway.

This contract will also resurface SE Vista Lane between SE Thiessen Road and the end of the road with asphalt. SE Vista Lane is classified as a local roadway.

This contract will also resurface SE Ancona Court between SE Vista Lane and the end of the road with asphalt. SE Vista Lane is classified as a local roadway.

This contract will also resurface SE Bantum Court between SE Vista Lane and the end of the road with asphalt. SE Vista Lane is classified as a local roadway.

This contract will also resurface SE Cornish Court between SE Vista Lane and the end of the road with asphalt. SE Cornish Court is classified as a local roadway.

This contract will include, but not be limited to: placing approximately 2,500 tons of asphalt; removing approximately 10,600 square yards of asphalt to full road depth, reshaping approximately 10,600 square yards of road base; placing pavement markings and striping; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans. The estimate for this contract is \$660,000.

APPLICABLE SPECIFICATIONS

The Specification that is applicable to the Work on this Project is the 2018 edition of the "Oregon Standard Specifications for Construction" produced by the Oregon Department of Transportation and the Oregon Chapter or the APWA.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

CLASS OF PROJECT

This is a Clackamas County Project and it is not federally funded.

CLASS OF WORK

Asphalt Concrete Paving and Oiling (ACP)
Temporary Traffic Control (TTC)
Pavement Markings (PAVE)

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications modified as follows:

00110.05(a) Grammar – Modify as follows:

Add the following bullet to the bullet list:

- For the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

Replace the bullet that begins "Certain Subsections labeled "Payment" contain..." with the following bullet:

- Certain Subsections labeled "Payment" contain statements to the effect that the accepted quantities "will be paid for at the Contract unit price, per unit of measurement, for the following items" (followed by a list of items). In such cases, the Agency will pay for only those Pay Items listed in the Schedule of Items.

00110.05(d) References to Laws, Acts, Regulations, Rules, Ordinances, Statutes, Orders, and Permits - Add the following to the first bullet (Statutes and Rules):

- Clackamas County's Local Contract Review Board (LCRB) Rules are accessible online on the County's website <https://dochub.clackamas.us/documents/drupal/ef976bc9-14f4-495b-9bd8-c69ee7334685>.

00110.05(e) Reference to Websites - Add the following bullet list to the end of this subsection:

- American Traffic Safety Services Association (ATSSA)
www.atssa.com
- ODOT Construction Section
www.oregon.gov/odot/construction/pages/index.aspx
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- Oregon Legislative Counsel
www.oregonlegislature.gov/lc
- Oregon Secretary of State: State Archives
sos.oregon.gov/archives/Pages/default.aspx
- ODOT Traffic Control Plans Unit
www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx

00110.10 Abbreviations

Add the following:

CCDA - Clackamas County Development Agency

- DTD - Clackamas County Department of Transportation and Development
- LCRB - Local Contract Review Board
- ODFW - Oregon Department of Fish and Wildlife
- UNS - Utility Notification System
- WES - Water Environment Services of Clackamas County

00110.20 Definitions-Add the following to this subsection:

Agreement Form – The written agreement between the Owner and Contractor covering the work to be performed under the contract.

Amendment – A contract modification for Additional Work, Changed Work, Extra Work, Field Directives, or other changes. An Amendment changes the contract value, scope, and/or time. Amendments require formal approval by the Board of County Commissioners, pursuant to LCRB Rule Division C-049-160, prior to approval of such work.

Approved Equal - Materials or services proposed by the contractor and approved by the County as equal substitutes for those materials or services specified.

Award – Same as “Notice to Intent to Award”.

BCC – The Clackamas County Board of County Commissioners

Bid - A written offer by a bidder on forms furnished by the County to do work stated in the bid documents at the prices quoted. "Bid" is synonymous with "proposal" in these bid documents.

Bid Closing - The date and time for Bid Closing is the same as the date and time for Bid Opening.

Bid Documents- The following documents together comprise the Bid Documents:

- Invitation to Bid, Instructions to Bidders, Bid Form, Bid Proposal, Schedule of Prices, Bid
- Bond, Performance Bond
- Certificate of Insurance, Prevailing Wage Rates
- The "Oregon Standard Specifications for Construction" by ODOT and APWA, 2018 edition.
- Plans and drawings
- Other bid documents included or referenced in the bid documents
- Addenda, if any
- The Agreement Form and Special Provisions

Bonds -The bond or surety bond is a written document given by the surety and principal to the obligee to guarantee a specific obligation.

Change Order - A price agreement for Extra Work, Changed Work, field directives or other changes. A Change Order does not change the contract value, scope, or time until it is incorporated into an Amendment. Change Orders will be agreed upon, in writing, by the County Project Manager and the Contractor's designated representative.

Contract - The written contract agreement, including amendments, signed by the Contractor and Clackamas County, which describes the work to be done, the contract amount, and defines the relationships and obligations of the Contractor and the County.

Contract Documents - The Invitation to Bid, the Instructions to Bidders, the accepted Bid Proposal and Schedule of Prices, the Subcontractor List, the Bid Bond, the Performance and Payment Bond, the Certificate of Insurance, the Prevailing Wage Rates, the Standard Specifications and Special Provisions, Amendments, the Plans and Drawings, the Agreement, as well as all documents incorporated by reference therein, and any and all addenda prepared by or at the direction of and adopted by the County and further identified by the signature of the parties and all modifications thereof incorporated in the documents before their execution.

County - The term "County" shall mean Clackamas County, including the Board of County Commissioners, employees and agents of the County authorized to administer the conditions of these contract documents.

Department – A subdivision of the Agency.

Engineer - The County's Project Manager either acting directly or through an authorized representative(s). When referring to approval of extra work or other Contract modifications, "Engineer" also refers to the County's legal authority according to the LCRB rules.

Invitation to Bid - The public announcement (Notice to Contractors) inviting bids for work to be performed or materials to be furnished.

Legal Holiday - As defined in ORS 279C.540.

Lump Sum - A method of payment providing for one all-inclusive cost for the work or for a particular portion of the work.

Notice of Intent to Award - A written notice from the County notifying bidders that the County intends to award to the responsible bidder submitting lowest responsive bid.

ODOT Procurement Office – Clackamas County Procurement Division.

Owner – Synonymous with Agency.

Plan Holder's List – A list of contractor's names, contact names, phone and fax numbers that the County's Purchasing Department creates during bidding of the Project.

Project Manager – The Owner's representative who directly supervises the engineering and administration of the contract.

Shop Drawings – Synonymous with Working Drawings.

Solicitation Document – Synonymous with Bid Documents.

Standard Drawings – The Agency-prepared detailed drawings for Work or methods of construction that normally do not change from project to project. The Standard Drawings include the ODOT Standard Drawings.

Standard Specifications - "Oregon Standard Specifications for Construction", current edition, published by the Oregon Department of Transportation and as amended by the Agency.

State - Where the term "State" or "State of Oregon" or "ODOT" appears in the contract documents it shall mean "Clackamas County", "State of Oregon", or "ODOT" as applicable because of context.

Replace the sentence that begins "Surfacing – The Course or Courses..." with the following sentence:

Surfacing – The Course or Courses of material on the Traveled Way, auxiliary lanes, Shoulder, or parking areas for pedestrian, bicycle or vehicle use.

Work Day - Any and every calendar day from January 1 to December 31 of every year, excluding Saturdays, Sundays and Legal Holidays.

Add the following to the end of this subsection:

See Clackamas County General Conditions for Public Improvement Contracts for additional definitions.

END OF SECTION

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications modified as follows:

00120.00 Prequalification of Bidders - Replace with the following:

00120.00 Prequalification of Bidders - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.01 General Bidding Requirements – Replace with the following:

00120.01 General Bidding Requirements – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.05 Request for Plans, Special Provisions, and Bid Booklets: – Replace with the following:

00120.05 Request for Plans, Special Provisions, and Bid Booklets: – Bid documents may be obtained from the Clackamas County Procurement Division as indicated in Notice of Public Improvement Contract Opportunity.

Copies of the 2018 Oregon Standard Specifications for Construction and Supplements might be found on the Oregon Department of Transportation website at:

00120.10 Bid Booklet - In the paragraph that begins "The Bid Section includes all pages after...", add the following bullet to the bullet list:

- Certificate of nondiscrimination regarding ORS 279A.110 and certificate regarding policy and practice against sexual harassment, sexual assault and discrimination against employees who are members of a protected class as required by ORS 279A.112 (House Bill 3060, 2017)

00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered – Delete the third paragraph.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids - Replace with the following:

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.40 Preparation of Bids – Replace with the following:

00120.40 Preparation of Bids – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.45 Submittal of Bids - Replace with the following:

00120.45 Submittal of Bids - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.50 Submitting Bids for More than One Contract – Delete this subsection.

00120.60 Revision or Withdrawal of Bids - Replace with the following:

00120.60 Revision or Withdrawal of Bids - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.68 Mistakes in Bids – Replace with the following:

00120.68 Mistakes in Bids – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.70 Rejection of Nonresponsive Bids – Replace with the following:

00120.70 Rejection of Nonresponsive Bids – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.95 Opportunity for Cooperative Arrangement – Delete this subsection.

END OF SECTION

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications modified as follows:

00130.00 Consideration of Bids - Delete third paragraph.

00130.10 Award of Contract - Replace with the following:

00130.10 Award of Contract - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00130.15 Right to Protest Award – Replace with the following:

00130.15 Right to Protest Award – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00130.30 Contract Booklet – Add the following:

Other documents are part of the contract documents by reference. These include, but are not limited to:

- The "Oregon Standard Specifications for Construction", 2018 Edition, as published by the Oregon Department of Transportation (ODOT).
- "Oregon Standard Drawings" latest edition, as published by ODOT.
- Clackamas County Service District No. 1 "Surface Water Standard Specifications", latest edition.

00130.40 Contract Submittals - Replace with the following:

00130.40 Contract Submittals - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00130.70 Release of Bid Guaranties – Replace with the following:

00130.70 Release of Bid Guaranties – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00130.80 Project Site Restriction- Replace the paragraph that begins "Until the Agency sends...", with the following paragraph:

Until the Agency sends the Contractor written Notice to Proceed with the Work, and the Contractor has filed the public works bonds required in 00170.20, the Contractor shall not go onto the Project Site on which the Work is to be done, nor move Materials, Equipment or workers onto the Project Site.

END OF SECTION

SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications supplemented modified as follows:

00140.30 Agency-Required Changes in the Work – Replace the last paragraph with the following:

Upon receipt of an Engineer's written order modifying the Work, the Contractor shall perform the Work as modified via Change Order, which may be subject to approval as an Amendment.

If an Amendment incorporating changes to the Work increases the Contract amount, the Contractor shall notify its Surety of the increase and shall provide the Agency with a copy of any resulting modification to bond documents. The Contractor's performance of Work pursuant to Amendments shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work shall be made in accordance with 00195.20. Contract Time adjustments shall be made in accordance with 00180.80.

00140.31 "As-Built" Records - Add the following:

Maintain a current and accurate record of the work completed during the course of this contract. This may be in the form of "as-built" drawings kept by accurately marking a designated set of the contract plans with the specified information as the Work proceeds. Accurate, complete and current "as-built" drawings are a specified requirement for full partial payment of the work completed. At project completion and as a condition of final payment, the Contractor shall deliver to the Project Manager a complete and legible set of "as-built" drawings.

The "as-built" drawings must show the information listed below. Where the term "locate" or "location" is used, it shall mean record of position with respect to both the construction vertical datum and either construction horizontal datum or a nearby permanent improvement.

- 1) Record location of underground services and utilities as installed.
- 2) Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
- 3) Record changes in dimension, location, grade or detail to that shown on the plans.
- 4) Record changes made by change order.
- 5) Record details not in the original plans.
- 6) Provide fully completed shop drawings reflecting all revisions.

END OF SECTION

SECTION 00150 – CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications modified as follows:

00150.00 Authority of the Engineer – Replace the first sentence with the following:

Except as indicated elsewhere in the Contract (e.g. Amendment approval by the BCC), the Engineer has full authority over the Work and its suspension.

00150.05 Cooperative Arrangements – Delete this subsection.

00150.10 Coordination of Contract Documents

(a) Order of Precedence – Replace with the following:

The Engineer will resolve any discrepancies between these documents in the following order of precedence:

- Approved Amendments;
- Approved Change Orders
- Bid Schedule with Schedule of Prices;
- Permits from governmental agencies
- Special Provisions;
- Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- Agreement Form;
- Standard Drawings;
- Approved Unstamped Working Drawings;
- Standard Specifications;
- All other Contract Documents not listed above.

Notes on a drawing shall take precedence over drawing details.

Dimensions shown on the drawings, or that can be computed, shall take precedence over scaled dimensions.

00150.50 Cooperation with Utilities: Add the following to the end of Paragraph (a):

There may be other utility servers who are not specifically listed in these Special Provisions or on the Plans that may be adjusting or inspecting their facilities within the project limits.

00150.50(c) Contractor Responsibilities – Add the following to the bulleted list:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners during Bid preparation and after Contract is awarded to verify all Utilities involvement on the Project Site;
- Hold a utility scheduling meeting and monthly utility coordination meetings (see also 00180.42);
- Coordinate Project construction with Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;

- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish utility location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect the Utility from damage or disturbance and promptly notify the Engineer;
- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(2)(c);
- Backfill any exposed utilities as recommended and approved by the Utility representative. Obtain utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility;
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown utility issues;
- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

Subject to the Engineer's approval, the Contractor may adjust the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

The existing underground utilities shown on the Plans have been determined by as-built records and field surveys, but are not guaranteed to be complete or accurate. The Contractor shall be responsible for contacting the individual utility companies to mark locations, and arranging with them for any relocation work that should be required.

The Contractor shall make excavations and borings ahead of the work where necessary to determine the exact location of underground pipes or other features, which might interfere with construction. The Contractor shall support and protect pipes or other services where they cross the trench and shall be responsible for all damages incidental in interruptions of service that may be caused by Contractor operations. Where a new utility line crosses an existing pipeline or other conduit, the trench backfill shall be well compacted in a manner that provides for the required backfill and compaction standards while protecting the utility in question.

00150.70 Detrimental Operations – Add the following:

Portions of this project will be constructed in close proximity to existing private improvements. All private improvements disturbed by the Contractor's operations shall be repaired or replaced to equal or better condition at the Contractor's expense. The Engineer may withhold from future payments to the Contractor, an amount equal to the costs reasonably estimated by the Engineer to repair or replace, as the case may be, those private improvements disturbed by the Contractor's operations. Engineer shall release the

retained amount once Engineer has determined that the Contractor has completed the repair consistent with the requirements of this provision. In addition, prior to construction, the Contractor shall provide to the Engineer video showing private property, which may be disturbed during construction.

END OF SECTION

SECTION 00160 – SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications modified as follows:

00160.05 Qualified Products List (QPL) - Replace this subsection, except for the subsection number and title, with the following:

The QPL is a listing of manufactured products available on the market (shelf items) that ODOT has evaluated and found suitable for a specified use in highway construction. The PL is available from ODOT's Construction Section website at:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/pages/index.aspx>

The most current published PDF version of the QPL on ODOT's Construction Section website at the time of Advertisement is the version in effect for the Project. The Engineer may approve for use a conditionally qualified product, or a product qualified for inclusion in a later edition of the QPL, if the Engineer finds the product acceptable for use on the Project.

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The Contractor shall replace qualified products not conforming to Specifications or not properly handled or installed at no additional cost to the Agency.

00160.20(a) Buy America – Replace with the following: Federal highway funds are NOT involved on this Project.

END OF SECTION

SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications modified as follows:

00165.04 Costs of Testing – Replace this section with the following sentence:

All testing required to be performed by the Contractor will be at the Contractor's expense.

00165.10(a) Field-Tested Materials – Add the following sentence:

The County follows the most current version of the MFTP on its projects:

00165.10(b) Nonfield-Tested Materials - Add the following sentence:

The County follows the most current version of the NTMAG on its projects.

00165.91 Fabrication Inspection Expense - In the paragraph that begins "Fabrication of certain items...", replace the sentence that begins "Therefore, each time that..." with the following sentence:

Therefore, each time that inspection by or on behalf of the Agency is necessary, payment to the Contractor will be reduced by an amount computed at the following rates:

In the paragraph that begins "This Subsection applies to all...", replace the first sentence, but not the bullet list, with the following sentence:

This Subsection applies to all fabricated items or manufactured Materials that are inspected by or on behalf of the Agency, which include, but are not limited to:

END OF SECTION

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

00170.04 Patents, Copyrights, and Trademarks - Replace the paragraph that begins " Prior to use of designs, devices, materials, or processes..." with the following paragraph:

Prior to use of designs, devices, materials, or processes protected by patent, copyright, or trademark, the Contractor shall obtain from the Entity entitled to enforce the patent, copyright, or trademark all necessary evidence of Contractor's legal right to use such design, device, material, or process.

00170.05 Assignment of Antitrust Rights - Replace the bullet that reads "ORS 646.725; and" with the following bullet:

- ORS 646.725; or

00170.07 Record Requirements - In the paragraph that begins "For purposes of this Subsection, the term...", replace the words "OAR 731-005-0780" with the words "OAR 734-010-0400".

00170.07(a) Records Required - In the paragraph that begins "These records shall include...", replace the bullet that begins "Contracts or documents of other...", with the following bullet:

- Contracts or documents of other arrangements with any Related Entity as defined in OAR 734-010-0400.

In the paragraph that begins "The Contractor shall include...", replace the words "OAR 731-005-0780" with the words "OAR 734-010-0400".

00170.07(b) Access to Records - In the paragraph that begins "The Contractor shall provide...", replace the words "OAR 731-005-0780(9)" with the words "OAR 734-010-0400(9)".

00170.61(a) Workers' Compensation - In the paragraph, replace "00170.70(d)" with "the Agreement".

00170.62 Labor Nondiscrimination - Add the following sentence to the end of this subsection:

It is a material term of this Contract that the Contractor certifies by entering into this Contract that the Contractor has a written policy and practice that meets the requirements described in ORS 279A.112 (House Bill 3060, 2017) for preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class and that the Contractor shall maintain the policy and practice in force during the entire term of this Contract.

00170.65(a) General: Replace the paragraph that begins " As required by ORS 279C.520, compliance by the ..." with the following paragraphs:

As required by ORS 279C.520, the Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this provision constitutes a material element of the Contract and failure to comply constitutes a material breach that entitles the Agency to exercise any remedies available under the Contract, including, but not limited to, termination for default.

As required by ORS 279C.520, the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person .and shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

Add the following subsection:

00170.67 Fees - The fee required by ORS 279C.825(1) will be paid by the Agency to the Commissioner of the Oregon Bureau of Labor and Industries under the administrative rules of the Commissioner.

00170.70 Insurance - Replace with the following:

00170.70 Insurance - See Clackamas County Public Improvement Contract.

00170.70(c) Additional Insured - Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insureds under the Contract:

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners

00170.72 Indemnity/Hold Harmless – Replace with the following:

00170.72 Indemnity/Hold Harmless – See Clackamas County Public Improvement Contract.

Extend indemnity and hold harmless to the Agency and the following:

- Clackamas County and its officers, agents, and employees

- Clackamas County Board of Commissioners

END OF SECTION

SECTION 00180 – PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications modified as follows:

00180.05 Assignment/Delegation of Contract – Replace this subsection, except for the subsection number and title, with the following:

Unless the Agency gives prior written consent, which will not be unreasonably withheld, the Contractor shall not assign, delegate, sell, or otherwise transfer or dispose of any rights or obligations under the Contract, whether voluntarily or involuntarily, and whether by merger, consolidation, dissolution, operation of law, or any other manner, including, without limitation:

The power to execute or duty to perform the Contract; or

- Any of its right, title or interest in the Contract.

Any purported or attempted assignment, delegation, sale, transfer or disposition without prior Agency consent shall be voidable.

If written Agency consent is given to assign, delegate, sell, or otherwise transfer or dispose of any rights or obligations under the Contract, such consent shall not relieve the Contractor or its Surety of any part of their duties, obligations, responsibilities, or liabilities under or pursuant to the Contract.

00180.06 Assignment of Funds Due under the Contract – Replace this subsection, except for the subsection number and title, with the following:

Assignment of funds due or to become due under the Contract to the Contractor will not be permitted unless:

- The assignment request is made on the form provided by the Agency;
- The Contractor secures the written consent of the Contractor's Surety to the assignment; and
- The Engineer gives prior written consent to the assignment, which will not be unreasonably withheld.

00180.20(b) Own Organization - Replace this subsection, except for the subsection number and title, with the following:

The term "own organization", as used in Section 00180, includes only employees of the Contractor, Equipment owned or rented by the Contractor, Incidental rental of operated Equipment, truck hauling of Materials not included in or requiring a subcontract, and Materials and Equipment to be incorporated into the Work purchased or produced by the Contractor.

00180.20(c)(2) Limitations - Replace this subsection, except for the subsection number and title, with the following:

The use of Equipment rented with operators is limited to performing minor, Incidental, short-duration work or services under the direct supervision of the Contractor or Subcontractor, with Equipment not customarily owned, rented, leased, or operated by a Contractor, or with Equipment that is temporarily unavailable to the Contractor.

00180.20(c)(3) Submittals - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall provide the Engineer with a copy of the rental agreement or purchase order covering the work or service to be provided. The Contractor shall make certain that the provider of approved work or services submits payrolls required under Section 00170 and complies with applicable Contract provisions, including, without limitation, 00170.07. The work or service provider will not be considered a Subcontractor under the Contract, but the work or services will be considered to have been performed by the Contractor's own organization for the purposes of determining compliance with 00180.20(a).

00180.20(e) Trucking - Replace the paragraph that begins " This Section does not apply to delivery ..." with the following paragraph:

This Section does not apply to delivery of Materials by or for or from a Supplier. This subsection applies to all truck hauling of Materials not performed with trucks owned (or rented) and operated by the Contractor:

00180.20(e)(2) Limitations - Replace this subsection, except for the subsection number and title, with the following:

The approved trucking services agreements shall be used for all trucking services for hauling Materials not provided by trucks owned (or rented) and operated by the Contractor except for trucking services provided by committed DBEs that require a subcontract under 00180.21. The Contractor shall execute a trucking services agreement with every trucking services provider for hauling Materials prior to the trucking services provider doing any Work on the Project Site.

00180.20(e)(3) Submittals - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall provide the Engineer with an executed copy of the trucking services agreement not later than 2 Days after the trucking services provider for hauling Materials has started work. The Contractor shall make certain that the provider of approved trucking services submits payrolls required under Section 00170, complies with applicable Contract provisions, including, without limitation, 00170.07, and complies with applicable trucking services agreement provisions. The work or service provider will not be considered a Subcontractor under the Contract, but the work or services will be considered to have been performed by the Contractor's own organization for the purposes of determining compliance with 00180.20(a). If the trucking services are provided by an owner/operator:

Attach a copy of the data required under 00170.65(b)(4) to the trucking services agreement; and

- Each truck shall have the name of the owner/operator clearly displayed on the side of the truck.

00180.21(a) Subcontracting - Add the following to the end of this subsection:

All contracts with subcontractors or suppliers shall have provisions making the contract assignable to the County, at the option of the County, if the Contractor terminates, goes out of business, declares bankruptcy, or otherwise is unable to perform provided that the County gives the subcontractor notice of assignment within fourteen (14) days of learning of the inability of the Contractor to perform.

The Engineer may revoke consent to subcontract. If the Engineer revokes consent to subcontract, the subcontractor shall be immediately removed from the Project Site.

00180.21(d) Terms of Subcontracts - Replace the paragraph that begins " Subcontracts shall provide that work performed under ..." with the following paragraph:

- All subcontracts shall provide that work performed under the subcontract shall be conducted and performed according to, and shall include, the pertinent requirements, provisions, terms, and conditions of the Contract. Compliance with 00170.07 is required. All subcontracts, including Contractor's with the first-tier Subcontractors and those of the first-tier Subcontractors with their Subcontractors, and any other lower-tier subcontracts shall contain a clause or condition that if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580. Additionally, according to the provisions of ORS 279C.580, subcontracts shall include:

00180.22 Payments to Subcontractors and Agents of the Contractor - Replace the paragraph that begins "To the extent practicable..." with the following paragraph:

To the extent practicable, the Contractor shall pay in the same units and on the same basis of measurement as listed in the Schedule of Items for subcontracted Work or other Work not done by the Contractor's own organization. The Agency will not be responsible for any overpayment or losses resulting from overpayment by the Contractor to subcontractors and to its other agents, work providers, service providers, and trucking services providers.

00180.40(a) Limitation of Operations - Add the following:

The Contractor must provide, at a minimum, a 48-hour notice to the Clackamas County Project Manager in order to perform any work on Saturdays.

00180.40 - Add the following subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50
Cooperation with Other Contractors	00150.55
Railway Work	00170.01(e)
On-Site Work	00180.40(b)
Contract Completion Time	00180.50(h)
Right-of-Way and Access Delays	00180.65
Traffic Lane Restrictions	00220.40(e)
Special Events	00220.40(e)
In-water Work Restrictions	00290.34(a)
Noise Control	00290.32
Maintenance Under Traffic	00620.43
Opening Sections to Traffic.....	00744.51
Opening Sections to Traffic	00745.51

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this Subsection.

00180.41 Project Work Schedules – Add the following:

A Type B schedule as detailed in the Supplemental Specifications is required on this Contract. In addition, a three-week look ahead schedule shall be prepared by the Contractor on a weekly basis and submitted to the Engineer. It shall include all construction activities planned for the following three-week period. The three-week look ahead schedule can be hand-written and shall be in a format agreed upon by the Contractor and the Engineer.

The Contractor shall notify the County 2 weeks before the first substantial work activity commences on the project site. Portable Changeable Message Signs shall be in place 2 weeks before the first substantial work activity commences on the project site.

00180.42 Preconstruction Conference - Add the following:

Before beginning On-Site Work and before meeting with the Engineer for the preconstruction conference, hold a group utilities scheduling meeting with representatives from the utility companies involved with this project. Incorporate the utilities time needs into the Contractor's schedule submitted prior to the preconstruction conference.

Submit the following during the preconstruction conference unless otherwise directed:

- The names, addresses, and telephone numbers of two or more persons employed by the Contractor who can be reached day or night to handle emergency matters.
- Subcontractor's list including contact list for each subcontractor with phone numbers and addresses and work to be performed.
- List of personnel authorized to sign change orders and receive progress payment warrants.
- Video recording of private properties affected by construction per 00150.70.

- A representative of each subcontractor shall be required to attend the pre-construction conference.

00180.43 Commencement and Performance of Work - Add the following bullet items:

- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.
- The Contractor shall notify the County 2 weeks before the first substantial work activity commences on the project site.
- Portable Changeable Message Signs shall be in place 2 weeks before the first substantial work activity commences on the project site.
- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.
- The Contractor will be notified in writing of the specified date to commence work and will not begin work until receipt of this Notice to Proceed. Upon the commencement of grinding, tilling, grading or paving operations on any one respective work site, all necessary work including paving of driveways and road approaches shall be vigorously pursued to reach substantial completion within a 14 calendar day duration. **If at any time a work site is left prior to substantial completion (completed paving of driveways, road approaches, etc.) without written consent from the owner's project manager, this will be considered abandonment by the Contractor.** Failure to meet these time constraints or abandonment shall subject the contractor to the full amount of Liquidated Damages as detailed in Section 00180.50 of these Special Provisions.
- At the time Substantial Completion is reached, the Contractor shall submit a Notice of Substantial Completion.

Add the following subsection:

00180.50(h) Contract Time - Complete all Work to be done under the Contract not later than

September 17, 2021.

00180.70 Suspension of Work - Add the following to the first bullet item:

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the County Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to correct or improve any of the provisions for the safety on this project. If the County Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the County's Risk Management Safety Analyst. If the

County's Risk Management Safety Analyst finds that the job site contains any unresolved safety issues they will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

00180.85(b) Liquidated Damages - Add the following paragraphs:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$700 per Calendar Day *.

* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

Add the following subsection:

00180.85(c) Lane Closures and Road Closures - Lane closures and road closures beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

(1) Lane Closures - It is impractical to determine the actual damages the Agency will sustain in the event traffic lanes are closed beyond the limits listed in 00220.40(e). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e). In addition to the liquidated damages, all added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

The Engineer will determine when it is safe to reopen lanes to traffic. Assessment of liquidated damages will stop when all lanes have been safely reopened. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

Add the following subsection:

00180.85(d) Traffic Delays Beyond 20 Minutes - Stopping or holding vehicles beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event traffic is stopped or held longer than the 20-minute limit listed in 00220.02. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 20 minutes, or for a portion of 20 minutes, for stopping or holding traffic longer than 20 minutes. In addition to the liquidated damages, any added cost for traffic control measures, including flagging, required to stop or hold traffic beyond the 20-minute time limit, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

Assessment of liquidated damages will stop when the Engineer determines that traffic is no longer stopped or held beyond the 20-minute limit. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

Add the following subsection:

00180.85(e) Installation of Driveways – Not completing driveways in a time specified will be an inconvenience to the property owner and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event a driveway connection isn't constructed in 30 calendar days after mainline paving was completed in front of a driveway. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per each calendar day or for a portion of a calendar day, for not constructing a driveway connection beyond 30 calendar days of when mainline was completed in front of the driveway.

Add the following subsection:

00180.85(f) Noise Control – Performing construction work and equipment maintenance within 1,000 feet of an occupied dwelling between the hours of 10:00 pm and 7:00 am will be defined as Contractor Created Noise and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event of Contractor created noise within the hours listed in 00290.32 and above. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 20 minutes. In addition to the liquidated damages, any added cost for noise control measures implemented by the Contractor, will be at no additional cost to the Agency.

Assessment of liquidated damages will stop when the Engineer determines that the Contractor's created noise has stopped. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

00180.90(a) Termination for Default - In the paragraph that begins "Termination of the Contract for default...", add the following bullet to the end of the bullet list:

- Has liquidated and delinquent debt owed to the State or any department or Agency of the County,

END OF SECTION

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications modified as follows:

00190.20(g) Agency-Provided Weigh Technician: Replace with the following:

The Contractor must provide a weigh technician. The Agency will not provide one for the Contractor.

END OF SECTION

SECTION 00195 – PAYMENT

Comply with Section 00195 of the Standard Specifications modified as follows:

00195.10 Payment for Changes in Material Costs - Replace this subsection, except for the subsection number and title, with the following:

No asphalt cement cost adjustment shall be used on this project.

00195.12 Steel Material Price Escalation/De-Escalation Clause – Add the following sentence:

No steel material price escalation/de-escalations shall be used on this project. There is no option for Contractor participation.

00195.20(b) Significant Changed Work - Replace the paragraph that begins “Any such adjustments...” with the following paragraph:

Any adjustments may be less than, but will not be more than the amount justified by the Engineer on the basis of the established procedures set out in Section 00197 for determining rates. This does not limit the application of Section 00199.

Significant is defined as:

- a). An increase or decrease of more than 25 percent of the total cost of the Work calculated from the original proposal quantities and the unit contract prices; or,
- b). An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the original total contract price.

00195.50 Progress Payments and Retained Amounts - Modify as follows:

00195.50(a) Progress Payments - Modify as follows:

(1) Progress Estimates - Delete the first sentence and replace with the following:

At a regular period each month to be determined at the Preconstruction Conference, the Contractor will make an estimate of the amount and value of pay item work completed and in place. This estimate will be submitted to the Project Manager for review and approval.

(2) Value of Material on Hand - Replace with the following:

(2) Value of Material on Hand - The Contractor will make an estimate of the amount and value of acceptable material to be incorporated in the completed work which has been delivered and stored as given in 00195.60(a) for review and approval.

(4) Limitations on Value of Work Accomplished - In the first sentence, change "Engineer's estimate" to "Contractor's reviewed estimate".

00195.50 (b) Retainage - Replace the first paragraph with the following:

The amount to be retained from progress payments will be 5.0% of the value of payments made, and will be retained in one of the forms specified in Subsection (c) below. The County will withhold Retainage from all force account and change order work.

00195.50(c) Forms of Retainage – Replace the first paragraph with the following:

Forms of acceptable retainage are set forth below in Subsections (1) through (3). “Cash, Alternate A” or “Cash, Alternate B” (Retainage Surety Bond) are the Agency-preferred forms

of retainage. Unless the Contractor notifies the County otherwise in writing, the County will automatically hold retainage per paragraph (2) “Cash, Alternate B (No Interest Earned). If the Agency incurs additional costs as a result of the Contractor’s election to use “Bonds and Securities”, the Agency may recover such costs from the Contractor by a reduction of the final payment.

Replace paragraph (2) with the following:

(2) Cash, Alternate B (No Interest Earned) – Retainage will be deducted from progress payments and held by the Agency until final payment is made in accordance with 00195.90, unless otherwise specified in the Contract.

00195.50(d) Release of Retainage – Replace with the following:

(d) Release of Retainage - As the Work progresses, release of the amounts to be retained under (b) of this Subsection will only be considered for Pay Items that have been satisfactorily completed. For purposes of this Subsection, a Pay Item will be considered satisfactorily completed only if all of the Work for the Pay Item is complete and all contractual requirements pertaining to the Pay Item and Work have been satisfied. Work not included in a Pay Item, or which constitutes part of an uncompleted Pay Item, will not be regarded as satisfactorily completed Work for the purposes of this Subsection.

When the Work is 50% completed and upon written application of the Contractor and written approval of the Surety, the Engineer or Project Manager may reduce or eliminate retainage on remaining progress payments if the Work is progressing satisfactorily.

A determination of satisfactory completion of Pay Items or Work or release of retainage shall not be construed as acceptance or approval of the Work and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

END OF SECTION

SECTION 00196 – PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications modified as follows:

00196.91 Extra Work Allowance – Add the following subsection:

The Bid schedule of prices contains a bid item for a pre-determined amount of Engineer ordered extra work. All Bidders shall reflect this same amount in their total Bid. No Bidder shall presume in the preparation of the bid or in the course of contract work that there will be a certain payment under that item or a certain order for extra work.

END OF SECTION

SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications modified as follows:

00197.20(a) General - Replace the paragraph that begins "Except as modified by these..." with the following paragraph:

Except as modified by these provisions, Equipment use approved by the Engineer will be paid at the rental rates given in the most current edition of the EquipmentWatch Cost Recovery (Blue Book) published by EquipmentWatch, a division of Penton Business Media, Inc., and available from EquipmentWatch (phone 1-800-669-3282) (<http://equipmentwatch.com>).

END OF SECTION

SECTION 00199 – DISAGREEMENTS, PROTESTS AND CLAIMS

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies - Replace this subsection, except for the subsection number and title, with the following:

The Contractor must properly submit a claim as detailed in 00199.30.

(a) Engineer Claim Review - The Engineer or Project Manager will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation, Contract Time, or for a combination of additional compensation and Contract Time. Once the Engineer or Project Manager determines the Agency is in receipt of a properly submitted claim, the Engineer or Project Manager will arrange a meeting, within 28 Calendar Days, or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion. A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim meetings.

If the Engineer or Project Manager determines that the Contractor must furnish additional information, records, or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 calendar days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Engineer or Project Manager will advise the Contractor of the decision to accept or reject the claim. If the Engineer or Project Manager finds the claim has merit, an equitable adjustment will be offered. If the Engineer or Project Manager finds the claim has no merit, no offer of adjustment will be made and the claim will be denied. The County intends to resolve claims at the lowest possible level.

If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Agency deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the claim will not be considered properly filed and preserved.

If the Engineer or Project Manager has denied a claim, in full or in part, for Contract Time only according to 00180.80, or has denied a claim, in full or in part, for correction of final compensation according to 00195.95, those disputed claims may then be resolved, in full or in part, at either of the two progressive steps of claim review procedure as specified in this

Subsection. For all claims, all of the actions and review under each step of the review process shall occur before the review can be advanced to the next higher step.

(b) Director Claim Review - Upon request by the Contractor, the Department Director will review the Engineer or Project Manager's decision on the claim and advise the Contractor of the decision in writing. If the Director finds the claim has merit, and equitable adjustment will be offered. If the Director finds the claim has no merit, no offer of adjustment will be made and the claim will be denied.

Once the Engineer determines the Agency is in receipt of a properly submitted claim, the Engineer will arrange a meeting, within 21 Calendar Days or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion.

If the Engineer determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 Calendar Days or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Director shall evaluate the claim based on the information provided by the Contractor to the Engineer or Project Manager. However, if the Department Director (or designee) determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Department Director (or designee) will schedule a meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The claim is subject to records review, if not all of the records requested by the Department Director (or designee) were furnished. If applicable, advancement of the claim is subject to the provisions regarding waiver and dismissal of the claim or portions of the claim.

The decision of the Department Director shall be the final decision of the Agency.

(c) Commencement of Litigation - If the Contractor does not accept the Director's decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of one (1) year following the mailing of the decision or within one (1) year following the date of "Second Notification", whichever is later. If said suit or action is not commenced in said one (1) year period, the Contractor expressly waives any **and** all claims for additional compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

The Contractor must follow each step in order, and exhaust all available administrative remedies before resorting to litigation. Litigation of a claim that cannot be resolved through the process described above shall be initiated by filing a complaint in the Clackamas County Circuit Court for the State of Oregon.

In any litigation, the entire text of any order or permit issued by the County or any other governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for purposes of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

The Contractor shall comply with 00170.00.

00199.50 Mediation - Delete the entire section.

00199.60 Review of Determination Regarding Records - Delete the entire section.

END OF SECTION

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

END SECTION

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.02 Public Safety and Mobility – Add the following bullets to the end of the bulleted list:

- When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the work area at sign spacing "A" from the TCD Spacing Table" shown on the standard drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.
- Maintain and coordinate access to all affected properties. Allow unrestricted vehicle and pedestrian access to all properties outside the allowable working hours.
- Open all lanes and adjacent asphalt surfaces (including shoulders and bike lanes) on all streets outside of allowable working or lane restriction hours with temporary or permanent pavement surfacing.
- Provide and maintain access to garbage containers and garbage pick-up, mail and other regularly scheduled deliveries. Coordinate with school districts and with public transit to minimize impacts and delays for any school and public bus routes.
- Notify all emergency services of all changes to the traffic control prior to completing the change. Notify the Police and Fire of all lane closures.

00220.40(e)(1) Closed Lanes - Replace this subsection, except for the subsection number and title, with the following:

One or more traffic lanes may be closed when allowed, shown, or directed during the following periods of time except as indicated in 00220.40(e)(2):

- Daily, Monday through Thursday, between 7:00 am and 10:00 p.m.
- Nightly, Sunday night through Friday morning, between 10:00 p.m. and 7:00 a.m.

END SECTION

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications modified as follows:

00225.01(b) Definitions – Add the following to the end of the subsection:

Temporary Walk – Temporary Surfacing for a sidewalk or Multi-Use Path designated to be used by pedestrians, bicyclists, or other non-motorized users.

00225.02 General Requirements - Add the following to the end of the subsection:

During pilot car operations, install a 15 by 24-inch "WAIT FOR PILOT CAR" (CR4-20) sign at stop-controlled side roads and accesses intersecting the Highway within the limits of the pilot car operation.

00225.32(b) Traffic Control Inspection Without TCS - Add the following bullet(s) to the end of the bullet list:

- Shall report to the Project Site within 1 hour after being notified in the event of a Work Zone incident during non-work periods.

00225.43(e) Pavement Markers - Replace the paragraph that begins "Unless otherwise shown..." and the three bullets with the following paragraphs and bullets:

Install temporary flexible overlay pavement markers on the pavement wearing course for temporary centerline marking as follows:

Place and maintain two temporary flexible overlay pavement markers, side-by-side on 20 foot spacings in tangent and curve sections, to simulate double yellow lines.

Establish alignment for placing the temporary flexible overlay pavement markers as follows:

Control markers at:

200 foot intervals on tangents

50 foot intervals on curves

40 foot intervals on curves with speed rider

- Use string line or other appropriate means to maintain proper alignment of the markers. Adjust placement to avoid straddling a longitudinal joint, while maintaining a suitable alignment of markers.
- Remove and replace misaligned markers at no additional cost to the Agency.

00225.43(f) Temporary Tape - add the following to the end of this section:

Install temporary tape on the pavement base course for temporary lane markings as follows:

Place and maintain a 4" x 4" minimum long strip (2 strips for simulating double yellow delineation) of temporary tape at 40 foot spacings in tangent and curve sections, to simulate travel lane lines.

Establish alignment for placing the temporary tape as follows:

Control markers at:

200 foot intervals on tangents

50 foot intervals on curves

40 foot intervals on curves with speed rider

- Use string line or other appropriate means to maintain proper alignment of the tape. Adjust placement to avoid straddling a longitudinal joint, while maintaining a suitable alignment.
- Remove and replace misaligned tape at no additional cost to the Agency.

00225.46(b) Portable Changeable Message Signs (PCMS) - Add the following bullets to the end of the bullet list:

- Type B, Mini PCMS use is limited to locations where the preconstruction posted speed is 40 mph or less.

00225.88(a) Flaggers - Replace this subsection, except for the subsection number and title, with the following:

No measurement will be made for flaggers.

00225.90(b) Method “B” – Lump Sum Basis – Replace this subsection except for the heading and title with the following:

Work zone traffic control will be paid for at the Contract lump sum amounts for the items “Temporary Work Zone Traffic Control, Complete for _____” where the name of the street(s) or location will be inserted in the blank.

When the schedule of items includes both “Temporary Work Zone Traffic Control, Complete for _____” and other unit based pay items described in Method “A”, only the pay items included in the bid item schedule will be paid. All TCD and operations required to safely protect and direct traffic around and through the work zone(s) not listed in the bid item schedule shall be included in the lump sum price for “Temporary Work Zone Traffic Control, Complete for _____.”

Payment includes all traffic control costs including flagging (to the extent deemed necessary by the Engineer) during the course of construction and as needed to complete punch list items. Payment also includes the removal of existing striping and legends shown to be replaced.

00225.91 Temporary Signing - Supplement this subsection with the following:

When the item “Temporary Project Information Signs” is included in the Contract Schedule of Items, the accepted quantities of temporary signs will be paid for at the Contract unit price, per square foot, for the item “Temporary Project Information Signs.” Only temporary project information signs, as shown on the Plans, will be paid for under this item.

00225.94 Work Zone Lighting - Delete Pay Item (a) from the pay item list.

Replace the paragraph that begins "Item (a) includes..." with the following paragraph:

No separate or additional payment will be made for flagger station lighting.

00225.98 Flaggers and Traffic Control Supervisors - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for flaggers or Traffic Control Supervisor.

END SECTION

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope - Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA Permit is applicable to the Project.

00280.80 Measurement - Add the following paragraph to the end of this subsection:

(e) Incidental – No measurement will be made and all work shall be considered incidental to the work. When unit based bid items are included in the bid item schedule, only those items listed will be measured and all other work required to comply with this section and applicable permits shall be considered incidental.

00280.90 Payment - Add the following paragraph after the paragraph beginning "When only item (a)...":

Only items listed in the bid schedule will be measured separately. All other work required to comply with this section and applicable permits will be considered incidental to the work and no additional payment will be made.

END SECTION

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

00290.30(b) Pollution Control Plan - Replace the paragraph that begins "Develop and submit a PCP..." with the following:

Develop a PCP using ODOT Form 734-2445 and submit it for approval 10 Calendar Days before the preconstruction conference. Maintain a copy of the PCP on-site at all times during construction activities, readily available to employees and Inspectors. Ensure that all employees comply with the provisions of the PCP.

Delete the paragraph that begins "A Pollution Control Plan..."

00290.32 Noise Control - Replace the first bullet paragraph with the following:

- Do not perform construction within 1,000 feet of an occupied dwelling between the hours of 10:00 p.m. and 7:00 a.m. on other days, without the approval of the Engineer.

END SECTION

SECTION 00305 - CONSTRUCTION SURVEY WORK

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision.

Description

00305.00 Scope - Provide construction survey work according to the current edition on the date of Advertisement, of the ODOT "Construction Surveying Manual for Contractors". This manual is available on the web at:

<http://www.oregon.gov/ODOT/HWY/GEOMETRONICS/documents.shtml>

The Contractor shall reestablish the existing vertical profile of reconstructed roadways as shown and specified on the project Plans. The Contractor shall provide finish grade staking for reconstructed roadways and driveways as specified on the project Plans.

The Agency will not establish control stations, perform measurements and calculations for pay quantities, or perform final "as constructed" measurements, contrary to Section 1.5 of the above referenced manual. The Contractor's surveyor will be responsible to complete this work if deemed necessary by the Contractor.

Make all supporting computations and field notes required for control of the work and as necessary to establish the exact position, orientation, and elevation of the work from control stations, including furnishing and setting construction stakes and marks, reference marks, and additional control stations.

The Engineer will not be responsible for any data translations. An electronic copy of the base drawing, in autocad.dwg format shall be delivered to the Contractor's surveyor upon request. The electronic drawings shall be used by the Contractor's surveyor as a reference, and it shall be the responsibility of the Contractor to confirm that all data contained within the electronic drawings is consistent with the contract documents.

Measurement

00305.80 Measurement - No measurement of quantities will be made for construction survey work.

Payment

00305.90 Payment - The accepted quantities of construction survey work will be paid for at the Contract lump sum amount for the item "Construction Survey Work".

Payment will be payment in full for furnishing all material, equipment, labor, and incidentals necessary to complete the work as specified, including survey, staking, and all other measures necessary to ensure that roadways, driveways and curb are constructed to the grades required.

No separate or additional payment will be made for temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

No separate or additional payment will be made for preparing surveying documents including but not limited to office time, preparing and checking survey notes, and all other related preparation work.

The amount to be allowed for "Construction Survey Work" in the progress payments will not be in excess of the reasonable value of the surveying work performed under this specification as said reasonable value is estimated by the Engineer.

Costs incurred as a result of survey errors will be borne by the Contractor. Such costs include price adjustments for failure to meet requirements of the construction specifications, repair or removal and replacement of deficient products, and over-run of material.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.92 Separate Item Basis – Supplement this subsection with the following

Replace the paragraph that begins "Item (d) includes" with the following:

Item (d) includes the removal of all existing asphalt pavement and aggregate base to the depths of proposed ACP shown on the plans regardless of the construction method of removal. No additional payment will be made for existing pavement depths removed in excess of the proposed or by different methods.

Supplement the paragraph that begins "Item (g) includes" with the following:

Sawcutting completed as necessary to phase the work as required in other sections shall be considered incidental and will not be paid separately.

END SECTION

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications supplemented and/or modified as follows:

00330.00 Scope – Supplement this section with the following:

This work also includes removal of asphalt pavement, aggregate and subgrade to the top of proposed subgrade within the roadway prism as shown on the Plans.

00330.41(a-5) Waste Materials - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of 00280, dispose of materials, classed as waste materials in 00330.41(a-3) and 00330.41(a-4), outside and

beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on wetlands, either public or private, or within 300 feet of rivers or streams.

00330.41(a-6) Excavation of Existing Surfaces – Add the following to this section:

Remove surfacings as shown on the Plans. Surfacing to be removed shall be sawcut in neat, straight lines with vertical edges along the limits of pavement removal. The cut lines for removal of asphaltic concrete pavement shall be favorably reviewed by the Engineer in the field before cutting. Remove pavement adjacent to the curb as shown on the Plans.

Take care not to disturb existing utilities when removing various types of pavement. If existing utilities are found to be in conflict with the proposed improvements, notify the Engineer immediately. Repair utilities damaged during pavement removal at no cost to the Contracting Agency.

00330.41(a-9) Excavation Below Grade – Replace the bullet that begins "Unstable Subgrade..." with the following:

- Where unstable material is encountered below the pavement in roadbed excavations, complete subgrade stabilization work in accordance with the requirements of Section 00331.

00330.43(c) Non-Moisture-Density Testable Materials – Supplement this section with the following:

The native roadway subgrade or aggregate base surface shall be approved by the Engineer prior to placing any fill, base rock or ACP layers. Onsite proof roll deflection tests shall be performed with a 20,000 lb. vehicle and must be performed and witnessed as directed by the Engineer. No deflection is allowed and all pavement areas shall be tested. During wet weather construction (as approved by the Engineer), provide the proof-roll test over the base rock surfaces prior to placement of any pavement.

00330.80 Measurement - Replace this section except for the section number and title with the following:

No measurement will be made under this section and all work performed shall be considered incidental to other bid items.

00330.90 Payment - Replace this section except for the section number and title with the following:

No payment will be made under this section and all work performed shall be considered incidental to other bid items.

SECTION 00331 – SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications:

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications modified as follows:

Add the following subsection:

00440.02 Abbreviations and Definitions:

ASTV – Actual Strength Test Value – See 02001.02 for definition.

00440.12 Properties of Commercial Grade Concrete - Replace the bullet that begins "Compressive strength..." with the following bullet:

- **Compressive Strength** - ASTV minimum of 3,000 psi at 28 days

00440.14(d) Hardened CGC - Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

END SECTION

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications.

END SECTION

SECTION 00480 - DRAINAGE CURBS

Comply with Section 00480 of the Standard Specifications.

END SECTION

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications modified as follows:

00490.80 Measurement – Add the following to this subsection:

No measurement shall be made for adjusting structures or boxes owned by utility providers. All work associated with installing grade adjustment rings provided by others or raising boxes to finish grade during paving operations which are not owned by Clackamas County will be considered incidental to other bid items including coordination with utility owners.

END SECTION

SECTION 00610 – RECONDITIONING EXISTING ROADWAY

Comply with Section 00610 of the Standard Specifications modified as follows:

00610.00 Scope – Supplement this subsection with the following:

If existing paved surfaces and bases are to be excavated and removed, the performance, measurement, and payment of the Work will be according to Sections 00310 and 00330 as indicated in the Contract Schedule of Items.

00610.42 Aggregate Subbase, Base and Surfacing – Supplement this subsection with the following:

Finish the surface to the necessary grade which establishes a smooth and driveable surface free from bumps, humps or other vertical abnormalities. Establish positive drainage which matches or improves the existing conditions of the site prior to grading. Grading shall be approved by the Engineer prior to paving.

Add the following section:

00610.44 Protect Existing Subgrade – The Contractor shall protect the existing roadway base and subgrade from damage following asphalt pavement removal. Protection will include limiting all construction activities that could damage either exposed or aggregate base covered subgrade such as continued loading with construction equipment as part of haul routes for other work, continued loading during periods with inclement weather or as part of hauling operations that could compromise subgrade soils and all other activities within control of the Contractor. The Contractor shall protect subgrades from excessive moisture after pavement removal. Preventative measures shall be utilized to protect the subgrade during forecasted precipitation. Any damage to the subgrade as a result of the Contractor's negligence shall be repaired at the Contractor's expense.

The Contractor shall prepare and submit a subgrade protection plan that identifies the Contractor's intended means and methods of removing existing surfaces, constructing new subgrade surfaces as prescribed in the Contract Documents, and protecting the existing subgrade from potential damage by the Contractor's operations or outside factors such as weather. The Contractor shall be responsible to phase all work that places construction loads directly on the existing subgrade and select equipment sizes and classes in an effort to minimize potential overloading of the existing subgrade. If the Contractor's plan includes running haul equipment on exposed subgrades or aggregate covered subgrades, the haul equipment shall be limited to half of the maximum load.

00610.80 Measurement – Replace this subsection, except for the number and title, with the following:

The quantities of finishing roadbeds will be measured on the area basis, computed by multiplying the length of the roadway by the width of the roadbed actually graded, compacted, and finished as accepted by the Engineer.

00610.90 Payment – Replace this subsection, except for the number and title, with the following:

Pay Item	Unit of Measurement
-----------------	----------------------------

(a) Reconditioning Existing Roadway.....	Square Yard
--	-------------

Payment will be payment in full for furnishing all Materials, Equipment, labor, and Incidentals necessary to complete the Work as specified.

Item (a) includes all labor, equipment and materials necessary to trim, shape, finish, compact and proof-roll the roadway in preparation for new asphalt concrete pavement placement. Payment also includes all materials, equipment and labor necessary to protect the subgrade from damage prior to and during new asphalt concrete pavement construction.

No additional pavement will be made for additional grading necessary to re-establish existing drainage patterns, improve drainage patterns as noted on the plans or provide a smooth and driveable roadway free of ruts, depressions and irregularities.

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

00620.90 Payment – Add the following to the end of this section:

Payment will only be made for those areas shown or as directed by the Engineer. If the Contractor elects to use cold planing to remove existing pavement in areas where the Plans indicate pavement removal to full depth, this work will be paid under other bid items.

END SECTION

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications.

END SECTION

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.44 Applying Tack Coat - Add the following before the first paragraph of this subsection:

A tack coat shall be applied between the existing pavement and the overlay and between all overlay pavement courses.

Tack coat shall be applied only so far in advance as is appropriate to insure a tacky condition of the asphalt at the time of placing the next course of pavement material. Application shall be scheduled so as to offer the least interference to traffic and to permit

one-way traffic without pickup or tracking. The tack coat shall be covered the same day as applied.

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for emulsified asphalt tack coat. Tack coat shall be considered incidental to the asphalt concrete paving work, and no separate payment will be made.

END SECTION

SECTION 00745 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00745 of the Standard Specifications modified as follows:

00745.11(a) Asphalt Cement - Replace PG 64-22 or PG 64-28 in the second paragraph with PG 64-22.

00745.42 Preparation of Underlying Surfaces - Add the following subsections:

(a) Overlay Preparation - Existing pavement surfaces shall be cleaned of all loose material, dirt and dust by brooming, by flushing with water or other approved methods prior to applying the tack coat or pavement overlay fabric. Any grass or other vegetation between the existing asphalt concrete and the curb shall be totally removed. Any vegetation that exists over the face of the curb line shall be removed in a neat workman like manner. The existing curb shall be cleaned and a tack coat applied prior to paving.

NOTE: The contractor is responsible for street sweeping. Special attention will be given to organic materials in cracks and the removal of all materials on the edge of the existing pavement. The contractor shall use vacuum sweepers that are self-propelled equipped with rotating brooms and brushes that are capable of loosening dirt and debris from the road surface and collecting the material by vacuum device

All work required in the cleaning and preparing the work site as described above and payment for this item shall be considered incidental to and included in the unit price for asphalt concrete material, and no additional compensation shall apply.

(b) Pre-Leveling Courses - Existing pavements have occasional surface irregularities and uneven crown section. In these worst cases, it is the intent that this condition be corrected through the means of application of an asphalt concrete leveling course prior to the placing of the uniform 2" wearing course overlay. In leveling irregular surfaces, the presence of low areas and the surface grade to which the final course is to be placed may require the asphalt mixture to be laid in two or more layers in which case the compacted thickness of any one layer shall not exceed two and one-half (2 ½) inches.

All pre-leveling work must be performed at the direction of the County and quantities identified on the schedule of prices are approximate.

Asphalt concrete mixture to achieve the necessary pre-leveling work will be paid on the contract unit price per ton for the respective work site schedule of prices.

Replace the paragraph that begins "The quantities of ACP..." with the following paragraph:

The quantities of ACP will be measured on the weight basis. No separate measurement will be made for asphalt cement used in the mixture. No deduction will be made for lime or any other additive used in the mixture.

Add the following to the end of this subsection:

All joints between asphalt concrete pavement, Portland Cement Concrete, and old surfaces, curbs, gutters, inlet structures, manholes, etc. shall be sealed by an application of CSS-1 emulsified asphalt followed immediately by a cover coat of clean sand. The liquid asphalt shall be carefully applied so the width of coverage beyond the joint is kept to a minimum

For driveways and approaches the Contractor shall wing out the paving machine or dump additional material by hand for driveway apron. In no case will material be removed from the traveled lane for driveway apron.

00745.49(b)(2)(b) Core Correlation of Nuclear Gauge Readings - Replace this subsection, except for the subsection number and title, with the following:

For each lift on the Project that contains more than 2,500 tons of ACP, correlate each nuclear gauge that will be used on that lift. Perform core correlations and determine core correlation factors according to AASHTO T 355 and ODOT TM 327. Provide bulk specific gravity values to the Engineer within 24 hours of coring. If an Aggregate source or the asphalt cement source changes, new core correlations are required.

Apply correlation factors to all nuclear gauge readings for the Lift on which the core correlation was performed.

Both the Engineer and the Contractor may request additional core correlation of nuclear gauge readings. Core correlations requested by the Contractor or that are required due to a change in Aggregate or asphalt cement source will be at no additional cost to the Agency.

00745.80 Measurement - Add the following paragraph to the beginning of this subsection:

The quantities of ACP shown in the Contract Schedule of Items were computed on the basis of aggregates having a Specific Gravity of 2.463.

Replace the paragraph that begins "The quantities of ACP..." with the following paragraph:

The quantities of ACP will be measured on the weight basis. No separate measurement will be made for asphalt cement used in the mixture. No deduction will be made for lime or any other additive used in the mixture.

00745.90 Payment – Replace this subsection with the following:

The accepted quantities of ACP incorporated into the Project, whether or not recycled materials are used, will be paid for at the Contract unit price, per unit of measurement.

Asphalt concrete shall be measured and paid for on a ton basis, to the nearest 0.01 English ton. There will be no separate measurement or payment for asphalt cement contained in the mixture. The Contract unit price per ton for asphalt concrete shall include all work and materials required to:

- Furnish and acceptably place the required Tack Coat;
- Acceptably clean the existing pavement surfaces in preparation for applying the tack
- Seal all cold and transverse joints with hot liquid asphalt and clean sand.
- Provide all necessary quality control tests in accordance with ODOT specification 00745.

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for:

- leveling work
- lime
- QC testing
- sawing, cleaning, and filling joints on bridge deck overlays
- No separate or additional payment will be made for asphalt cement used in the mixture.

When indicated by other pay items in the Contract Schedule of Items, separate payment will be made for work described in 00745.42, 00749.91 and 00749.92.

When a panel consists of both temporary and permanent courses, payment for the entire panel will be based on the permanent course.

00745.95 Price Adjustments – Replace this subsection with the following:

There will be no ACP Price Adjustments for this project.

Asphalt concrete placed in overlay that does not comply with the compaction requirements herein shall be removed and replaced at the discretion of the Engineer.

END SECTION

SECTION 00748 - ASPHALT CONCRETE PAVEMENT REPAIR

Comply with Section 00748 of the Standard Specifications.

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications.

END SECTION

SECTION 00840 - DELINEATORS AND MILEPOST MARKER POSTS

Comply with Section 00840 of the Standard Specifications.

END SECTION

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications modified as follows:

Add the following subsection:

00850.12 Reflective Elements – Swarco 3130 blend or approved equal from the ODOT QPL shall be used with Hi-Build Paint.

00850.30 Manufacturer's Representative - Replace this subsection, except for the subsection number and title, with the following:

For Sections referencing 00850.30, the services of a manufacturer's representative are not required. Place pavement markings only when the pavement is ready for the pavement marking material according to the manufacturer's installation instructions.

END SECTION

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications.

END SECTION

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

END SECTION

SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

02001.02 Abbreviations and Definitions - Replace this subsection, except for the subsection number and title, with the following:

ASTV - Actual Strength Test Value - average of test cylinder compressive strengths

f'_c - Minimum Specified Compressive Strength at 28 days

f'_{cr} - Average Compressive Strength Over-design. The average strength required to assure that, with normal variations, the concrete will meet f'_c

GGBFS - Ground Granulated Blast Furnace Slag

HPC - High Performance Concrete

HRWRA - High-Range Water-Reducing Admixture (super-plasticizer)

PPCM - Precast prestressed concrete member

SCM - Supplementary Cementitious Materials

SSD - Saturated Surface-Dry

w/cm Ratio - Water-Cementitious Material Ratio

WRA - Water Reducing Admixture

Cementitious Materials - Portland cement and supplementary cementitious materials.

High Performance Concrete - Concrete designed for enhanced durability and performance characteristics. High performance concrete is identified on the Plans by the letters "HPC" in front of the concrete class designation (for example, HPC4500 - 1 1/2).

Moderate Exposure - Elevations below 1,000 feet.

Pozzolans - Fly ash, silica fume, and metakaolin.

Severe Exposure - Elevations 1,000 feet and above.

Supplementary Cementitious Materials - Fly ash, silica fume, metakaolin, and ground granulated blast furnace slag.

02001.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Furnish Materials meeting the requirements of the following:

Aggregates	02690
Cement	02010
Chemical Admixtures	02040
Concrete Modifiers	02035
Supplementary Cementitious Materials	02030
Synthetic Fiber Reinforcing	02045
Water	02020

02001.20(a) Strength - Replace this subsection, except for the subsection number and title, with the following:

Provide concrete meeting the required Classes shown in the Contract Documents. The class of concrete designates the minimum required compressive strength, f'_c at 28 days.

Table 02001-1

Concrete Strength and Water/Cementitious Material (w/cm) Ratio		
Type of Concrete	Strength (PSI)	Maximum w/cm Ratio
Structural	3300	0.50
	3300 (Seal)	0.45
	4000	0.48
	HPC4500	0.40
	5000 and Above	0.40 ¹
	HPC5000 and above	0.40
Drilled Shaft	4000	0.48
Paving	4000	0.44
¹ PPCM's with cast-in-place decks and no entrained air may have w/cm as follows: 5000 psi - 0.48; 5500 psi - 0.44; 6000 psi and up - 0.42		

(1) Required Over Design Strength (f'_{cr}) - Using the ASTV from either field results or trial batch cylinder's, provide calculations demonstrating compliance with one of the following:

$f'_{cr} = f'_c \times 1.20$ for up to but not including Class 6000; $f'_{cr} = f'_c \times 1.15$ for Class 6000 and higher

$f'_{cr} = f'_c + 1.34 \times S^1$ for up to but not including Class 6000; $f'_{cr} = f'_c + 1.28 \times S^1$ for Class 6000 and higher

¹ For current designs, S is the standard deviation of 28-Day cylinder strengths from the available data set. For new mix designs, the second option above may be used if there are at least 15 sets of 28-Day cylinders from a similar class ($\pm 1,000$ psi) mix design produced at the same plant.

(2) Flexural Beams - Flexural beams for paving concrete mix designs shall achieve 600 psi at 28 Days.

02001.20(c) Slump - Replace this subsection, except for the subsection number and title, with the following:

Provide concrete at the appropriate slump shown in Table 02001-3. Take corrective action to maintain a consistent slump at the point of discharge from the delivery vehicle.

**Table 02001-3
Concrete Slump**

Condition	Slump
Concrete without WRA	4" max.
Concrete with WRA	5" max.
Concrete with HRWRA	5 1/2" ± 2 1/2"
Precast Prestressed Concrete with HRWRA	10" max.
Seal Concrete	8" ± 2"
Drilled Shaft Concrete	8 1/2" ± 1 1/2" ¹

¹ Maintain a minimum slump of 4 inches throughout drilled shaft placement, including temporary casing extraction.

Add the following subsection:

02001.20(e) Durability - For HPC and SFC designs, except designs for precast bridge rail elements, the following additional requirements apply:

Test	Test Method	Acceptance Value
Length Change	ASTM C157	-0.045%
Permeability	AASHTO T 277	1,000 Coulombs (max.) at 90 days ¹

¹ Only required for alternate HPC designs. See 02001.30(b)(2).

02001.30 Concrete Mix Design - Replace this subsection with the following subsection:

02001.30 Concrete Constituents:

(a) Portland Cement - Use AASHTO M 85 or ASTM C150, Type I or II cement for structural or paving concrete. Use AASHTO M 85 or ASTM C150, Type III cement for precast prestressed concrete. Provide all cement from the QPL.

(b) Supplementary Cementitious Materials - SCM may be used separately or in combinations up to the specified maximum percentage by mass according to the following:

(1) General Limits - SCM may be used separately or in combination as shown:

Separate SCM	Maximum
Fly Ash + Other Pozzolans	25%
GGBFS	50%
Silica Fume	5%

Combined SCM	Maximum
Fly Ash + Other Pozzolans + GGBFS + Silica Fume	50%*
Fly Ash + Other Pozzolans + Silica Fume	30%*

* Fly ash + other pozzolans shall constitute no more than 25% and silica fume shall constitute no more than 5% of the total weight of cementitious materials.

When silica fume is added to truck mixed concrete, mix the batch a minimum of 100 revolutions at the mixing speed specified by the manufacturer before leaving the batch plant.

(2) HPC Cementitious Composition - Provide HPC with one of the following:

- Cementitious material with 66 percent portland cement, 30 percent fly ash, and 4 percent silica fume.
- Cement with SCM proportioned according to 02001.30(b)(1) and with trial batches performed to demonstrate that the proposed alternate mix design provides a maximum of 1,000 coulombs at 90 days when tested according to AASTHO T 277.
- Cementitious material with modifiers and with trial batches performed to demonstrate that the proposed alternate mix design provides a maximum of 1,000 coulombs at 90 days when tested according to AASTHO T 277.

(c) Blended Hydraulic Cement - Blended hydraulic cement may be used subject to the limits of 02001.31(b)(1) and 02010.20.

(d) Chemical Admixtures - Use chemical admixtures according to the manufacturer's recommendations. Use WRA in all seal concrete and in Class 5000 concrete or greater. Use HRWRA in all HPC.

Use a superset extender from the QPL in all concrete for bridge decks. Use an appropriate amount to extend the initial set time of the concrete by 90 minutes.

(e) Aggregate - If the nominal maximum size of the coarse Aggregate is not included as a part of the class of concrete, or shown on the Plans, any size from 1 1/2-inch to 3/8-inch nominal maximum size Aggregate may be used according to ACI guidelines except:

- Use 1 1/2 inch nominal maximum size Aggregates in bridge deck concrete.
- Use 1 1/2 inch nominal maximum size Aggregates in paving concrete unless otherwise indicated.
- Use 3/8 inch nominal maximum size Aggregates in drilled shafts unless otherwise indicated.

(f) Synthetic Fiber Reinforcing for Concrete - Use synthetic fiber reinforcing from the QPL and according to Section 02045 in all bridge deck and silica fume overlay concrete. Use synthetic fiber reinforcing according to the manufacturer's recommendations at the rate designated on the QPL. Fiber packaging is not allowed in the mixed concrete.

Proportion all HPC for a minimum coarse Aggregate absolute solid volume according to Table 02001-4:

**Table 02001-4
Absolute Solid Volume**

Maximum Nominal Aggregate Size	Cu. Yd. (Aggregate) / Cu. Yd. (Concrete)
3/8"	0.36
1/2"	0.38
3/4"	0.40
1"	0.42
1 1/2"	0.44

Two or more Aggregate products or sources meeting Specifications may be blended to improve concrete properties. Blending non-specification Aggregate Materials, except for gradation, with specification Materials is not allowed.

02001.31 Concrete Constituents - Replace this subsection with the following subsection:

02001.31 Concrete Mix Design - Submit new or current mix designs, prepared by a CCT, for each required class of structural or paving concrete to the Engineer for review. Allow 21 Calendar Days for the review. Design mixes by the volumetric method in ACI 211.1 to achieve the properties of 02001.20. Do not proceed with concrete placement until the Engineer has determined that the mix design complies with the Specifications. Review of concrete mix designs does not relieve the Contractor of the responsibility to provide concrete meeting the Specification requirements.

02001.32(a) Trial Batch - Add the following to the end of this subsection:

Furnish all materials, Equipment and Work required for designing the mixes, testing Materials, and making trial batches to verify the final design for final use at no additional cost to the Agency.

02001.32(c) Strength Tests - Replace this subsection with the following subsection:

02001.32(c) Hardened Concrete - When applicable, test properties according to the following test methods:

Test	Test Method
Compressive Strength	AASHTO T 22
Flexural Strength	AASHTO T 97
Length Change	ASTM C157
Permeability	AASHTO T 277

(1) Compressive Strength Tests - For each trial batch, cast and cure at least three test cylinders according to AASHTO T 23 or AASHTO R 39, in 6 inch by 12 inch or 4 inch by 8 inch single use plastic molds. Test at 28 days according to AASHTO T 22.

(2) Flexural Strength Tests - For each paving concrete trial batch, cast and cure at least three flexural beams according to AASHTO T 23 or AASHTO R 39. Test flexural beams at 28 days according to AASHTO T 97.

(3) Length Change Tests - For all HPC and SFC mix designs, except for precast bridge rail elements, make at least three specimens from the trial batch for length change testing. Sample prisms shall have a square, 4 inch by 4 inch cross section. Wet cure the samples until they have reached an age of 28 days, including the period in the molds. Store and measure samples according to ASTM C157, Section 11.1.2. Report length change results at 28 days.

(4) Permeability Tests - For alternate HPC mix designs, make at least three specimens from the trial batch for permeability testing. Prepare, cure, dry and test according to AASHTO T 277. Report permeability in coulombs at 90 days.

02001.32(d) Length Change Tests - Delete this subsection.

02001.32(e) Permeability Tests - Delete this subsection.

02001.33 Required Over Design Strength (f'_{cr}) for New Mix Designs - Delete this subsection.

02001.34(a) Length Change Tests - Delete this subsection.

02001.34(b) Permeability Tests – Delete this subsection.

02001.35 Required Submittals for Mix Designs - Replace this entire subsection with the following subsection:

02001.35 Required Submittals for Mix Designs - Submit the following information for each concrete mix design:

(a) Supplier's Information - Provide the supplier's unique mix design identification number and batch plant location.

(b) Mix Design Constituent Proportions:

- Weight per cubic yard (pounds per cubic yard) of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, concrete modifiers, and chemical admixtures
- Absolute volumes of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, air content, concrete modifiers, and chemical admixtures
- Dosage rates for chemical admixtures (ounces per cubic yard)
- w/cm ratio including all chemical admixtures

(c) Aggregates - Identify the Aggregate source by the ODOT source number. Report current values of the following:

Bulk specific gravities (SSD)

Fine Aggregate absorptions

Coarse Aggregate absorptions

Dry-rodded density of coarse Aggregates
Average stockpile gradations
Fineness modulus of sand used in the mix design calculations

(d) Cement - For each cement used, provide the following:

Manufacturer
Brand name
Type
Source or location plant
QPL product number

(e) SCM - For each SCM used, provide the following:

Manufacturer
Brand name
Source
Class
QPL product number

(f) Concrete Modifiers - For each concrete modifier used, provide the following:

Manufacturer
Brand name
QPL product number

(g) Admixtures - For each admixture used, identify the following:

Manufacturer
Brand name
Design dosage rate
QPL product number

(h) Synthetic Fiber Reinforcing - For each synthetic fiber reinforcing used, provide:

Manufacturer
Brand name
Design dosage rate
QPL product number

(i) Water - Identify the source of water to be used and provide a certificate of compliance certifying that the water meets the requirements of 02020.10.

(j) Plastic Concrete Tests - Report the temperature, slump, density, air content, yield, and w/cm ratio of the trial batch or the average of these values for the cylinder sets presented for evaluation of a current mix design.

For drilled shaft concrete, report the following additional information:

- The total time estimate from initial batching through drilled shaft placement, including haul time, placing concrete, and temporary casing extraction.
- Initial slump test results and subsequent results at 15-minute intervals, verifying a minimum slump of 4 inches is maintained for the total time estimated for drilled shaft placement, including temporary casing extraction. Report data in a table or graph format.

(k) Compressive Strength Test Results - Report the individual test results and the ASTV of cylinders from the trial batch for new mix designs. For current designs, provide the individual tests and the average of the cylinder sets presented for evaluation.

(l) Strength Analysis - Provide an analysis, showing all calculations, demonstrating that the mix design meets the requirements of 02001.20(a).

(m) Quality Control Personnel - Provide the name and certification number of the CCT who prepared the mix design, the QCT who performed the plastic concrete tests and cast the test cylinders, the CSTT who tested the cylinders, and the ODOT certification number of the laboratory where the cylinders were tested.

02001.37 Trial Batch Costs – Delete this subsection.

END SECTION

SECTION 02050 – CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

02050.10 Liquid Compounds - Delete the paragraph that begins “Furnish liquid membrane-forming curing...” with the following paragraph:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309.

Delete the paragraph that begins “Before using liquid compounds, submit...”.

02050.20 Polyethylene Films - Delete the paragraph that begins “Furnish clear or white...” with the following paragraph:

Furnish clear or white polyethylene films for curing concrete meeting the requirements of ASTM C171.

END SECTION

SECTION 02080 – GROUT

Comply with Section 02080 of the Standard Specifications modified as follows:

002080.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for grout.

02080.30 Keyway Grout – Replace the sentence that begins “Furnish keyway grout from the QPL...” with the following sentence:

Furnish keyway grout from the QPL.

02080.60 Structural Grout - Replace the sentence that begins “Furnish structural grout from the QPL...” with the following sentence:

Furnish structural grout from the QPL.

Add the following subsection:

02080.70 UHPC Grout - Furnish Ultra-High Performance Concrete (UHPC) grout used in the keyways of precast prestressed concrete members or other applications when shown. Furnish UHPC grout from the QPL.

END SECTION

SECTION 02190 – PRESERVATIVE TREATMENT OF TIMBER

Comply with Section 02190 of the Standard Specifications modified as follows:

02190.20 Drying After Treatment – Replace the sentence that begins “When using waterborne preservatives...” with the following sentence:

When using waterborne preservatives, dry items according to AWPA T1, Section 7.

02190.30 Field Treatment – Replace this subsection, except for the subsection number and title, with the following:

Field-treat cuts, abrasions, bolt holes, drilled surfaces or any other damaged wood surfaces according to AWPA M4, Section 6 with a preservative from the QPL.

END SECTION

SECTION 02440 - JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications modified as follows:

02440.19 Steel Bridging Plate - Replace this subsection, except for the subsection number and title, with the following:

Furnish ASTM A36 steel bridging plate with a minimum thickness of 1/4 inch and a width of 8 inches, cut in lengths of 4 to 8 feet. Drill spike holes at 12 inch centers along the centerline of the plate.

02440.20 Preformed Joint Seal - Replace this subsection with the following:

02440.20 Strip Seal - Furnish strip seals from the QPL and conforming to ASTM D5973.

Add the following subsection:

02440.22 Preformed Compression Joint Seal - Furnish preformed compression joint seals from the QPL and conforming to the requirements of AASHTO M 297.

02440.30 Hot Poured Joint Filler - Replace this subsection with the following subsection:

02440.30 Hot Applied Joint Sealant-Furnish hot applied joint sealant from the QPL and conforming to the requirements of ASTM D6690, Type II.

02440.40 Gaskets for Concrete Pipe and Precast Manhole Section Joints - Replace this subsection, except for the subsection number and title, with the following:

(a) Preformed Flexible Joint Sealant - Furnish Materials for tongue and groove or key lock manhole joints conforming to the requirements of ASTM C990.

(b) Rubber Gaskets - Furnish Materials for O-ring manhole and concrete pipe joints conforming to ASTM C443.

02440.70(b) Rubber - Replace this subsection, except for the subsection number and title, with the following:

Provide rubber water stops to the dimension shown and conforming to the requirements of ASTM C923, ASTM C1478, or ASTM F2510 as appropriate for the specific structure and pipe types.

END SECTION

SECTION 02450 – MANHOLE AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications modified as follows:

02450.30 Metal Frames, Covers, Grates, and Ladders - Replace this subsection with the following subsection:

02450.30 Metal Frames, Covers, Grates, and Steps – Comply with the following:

Item	Projects on State Highways AASHTO (ASTM) Designation	Grade
Manhole frames and covers	M 306	Class 35 B
Inlet frames and grates	M 306	Class 35 B
	M 227 (A663)	65
	M 270 (A709) (A36)	36
	M 103 (A27)	65 - 35

Item	All Other Projects	
	AASHTO (ASTM) Designation	Grade
Manhole frames and covers	M 105	Class 30 B
Inlet frames and grates	M 227 (A663)	65
	M 270 (A709) (A36)	36
	M 103 (A27)	65 - 35

Fabricate steps for manholes from structural steel having a minimum yield strength of 28,000 psi and galvanized according to AASHTO M 111 (ASTM A123).

Steps for manholes shall be steel-reinforced plastic conforming to AASHTO M 199 (ASTM C478) and AASHTO T 280 (ASTM C497). The steel shall be deformed reinforcing bar conforming to AASHTO M 31 (ASTM A615) Grade 60, No. 4 minimum. The plastic material surrounding the reinforcing steel bar shall be injection molded, with a textured, non-slip surface and a minimum thickness over the steel of 1/16 inch. Voids in the plastic will be cause for rejection of the step.

Welding shall conform to AWS D1.1. Frames, covers and grates for use one with another shall have even and uniform bearings. Miscellaneous metal items and hardware shall conform to the appropriate requirements of Section 00560.

END SECTION

SECTION 02640 - SHOULDER AGGREGATE

Comply with Section 02640 of the Standard Specifications modified as follows:

02640.10 Dense-Graded Aggregate – Modify this section as follows:

Use 1 ½” – 0 column in Table 02630-1 for the specified gradation.

END SECTION

SECTION 02690 - PCC AGGREGATES

Replace Section 02690 of the Standard Specifications with the following Section 02690:

SECTION 02690 - PCC AGGREGATES

Description

02690.00 Scope - This Section includes the requirements for coarse and fine aggregates for portland cement concrete.

02690.01 Definitions:

Coating - Foreign or deleterious substances found adhering to the aggregate particles.

Detrimental Materials - Materials that adversely affect concrete, including but not limited to clay, shale, mica, silt, bark, alkali, sticks, organic matter, soft and flaky particles.

Nominal Maximum Size Of Aggregate - One sieve larger than the first sieve that retains more than 10 percent of the material using an agency specified set of sieves based on cumulative percent retained. Where large gaps in specification sieves exist, intermediate sieves may be inserted to determine nominal maximum size.

Materials

02690.10 Materials - PCC Aggregates shall consist of natural or crushed rock that is hard, strong, durable and free from adherent coatings or other detrimental materials.

Produce, handle and store the aggregates in a way that will maintain passing material properties and avoid introducing deleterious materials or segregation prior to its use in portland cement concrete.

02690.11 Alternate Grading - The Contractor may request approval to produce coarse and fine aggregates in sizes other than those stated in 02690.20 and 02690.30. The request shall be in writing, and shall state the proposed target value and specified tolerances for each of the individual sieve sizes of the materials the Contractor proposes to produce.

02690.12 Acceptance of Aggregate - Acceptance of aggregate will be according to Section 00165 and based on the Contractor's quality control testing, if verified, according to Section 00165.

(a) Aggregate Gradation - A stockpile contains specification aggregate gradation when the quality level for each sieve size calculated according to 00165.40 is equal to or greater than the quality level indicated in Table 00165-2 for a PF of 1.00. Each required sample represents a subplot. When the quality level indicated in Table 00165-2 yields a PF of less than 1.00 for any constituent, the material is non-specification.

(b) Non-specification Aggregate Gradation - Stockpiled aggregates that contain non-specification aggregate gradation will be rejected by the Engineer unless non specification material is removed from the stockpile. Do not add additional material to the stockpile until enough non-specification material is removed so that the quality level for each constituent is equal to or greater than the quality level in Table 00165-2 for a 1.00 PF.

Reprocessing of non-conforming material and the testing required for acceptance will be at no additional cost to the Agency. Acceptance of reprocessed material will be based on passing test results or accepted visually by the Engineer.

02690.20 Coarse Aggregate:

(a) Harmful Substances - Harmful substances shall not exceed the following limits:

Test	Test Method		Percent (by Weight)
	ODOT	AASHTO	
Lightweight Pieces	–	T 113	1.0
Material passing No. 200 sieve	–	T 11	1.0
Wood Particles	TM 225	–	0.05

(b) Soundness - Coarse aggregates for concrete shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 12 percent by weight.

(c) Durability - Coarse aggregates shall meet the following durability requirements:

Test	Test Method		Requirements
	ODOT	AASHTO	
Abrasion	–	T 96	30.0% Max.
Oregon Air Aggregate Degradation: Passing No. 20 sieve	TM 208	–	30.0% Max.
Sediment Height	TM 208	–	3.0" Max.

(d) PCC Paving Aggregate - In addition to requirements above, comply with the following:

(1) Fracture - Provide aggregate with at least two fractured faces on at least 50 percent of the particles retained on the 3/8 inch, 1/2 inch, 3/4 inch, 1 inch, and 1 1/2 inch sieves, as determined by AASHTO T 335.

(2) Elongated Pieces - Provide aggregate with elongated pieces not exceeding 10 percent by weight of the material retained on the No. 4 sieve when tested according to ODOT TM 229 with the proportional caliper device set at a ratio of 5:1.

(e) Grading and Separation by Sizes for Prestressed Concrete - Sampling shall be according to AASHTO T 2 and sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. PCC coarse aggregate shall conform to grading and separated sizes as follows:

(1) Where indicated in Table 02690-1, the coarse aggregate shall be separated into two sizes and each separated size shall be measured into the batch in the quantity determined by the mix design.

For each of the indicated maximum sizes of coarse aggregates, the separated sizes shall be as indicated in Table 02690-2:

Table 02690-1

Maximum Nominal Size of Aggregates	Separated Sizes
1"	1" - No. 4
3/4"	3/4" - No. 4
3/4"	3/4" - 1/2" and 1/2" - No. 4
3/4"	3/4" - 3/8" and 3/8" - No. 4

(2) The grading of each of the specified separated sizes of coarse aggregate shall conform to the following:

**Table 02690-2
Separated Sizes**

Sieve Size	1" - No. 4	3/4" - No. 4	3/4" - 1/2"	3/4" - 3/8"	1/2" - No. 4	3/8" - No. 4
Percent Passing (by Weight)						
1 1/2"	100	—	—	—	—	—
1"	90 - 100	100	100	100	—	—
3/4"	50 - 80	90 - 100	85 - 100	85 - 100	100	100
1/2"	—	—	0 - 15	—	85 - 100	—
3/8"	15 - 40	20 - 50	—	0 - 15	35 - 65	85 - 100
No. 4	0 - 10	0 - 10	—	—	0 - 15	0 - 15
No. 200	*	*	*	*	*	*

* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

(f) Grading and Separation by Sizes for Other Concrete - Sampling shall be according to AASHTO T 2. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Tables 02690-3 and 02690-4 for structural concrete. Provide a CAgT to perform sampling and testing when required.

**Table 02690-3
Gradation of Coarse Aggregates**

Sieve Size	Combined*	Separated	Separated	Separated
	Sizes	Sizes	Sizes	Sizes
	1 1/2" - No. 4	1 1/2" - 3/4"	1" - No. 4	3/4" - 1/2"
Percent Passing (by Weight)				
2"	100	100	—	—
1 1/2"	90 - 100	90 - 100	100	—
1"	70 - 89	20 - 55	90 - 100	100
3/4"	35 - 70	0 - 15	—	85 - 100
1/2"	—	—	25 - 60	0 - 15
3/8"	10 - 30	0 - 5	—	—
No. 4	0 - 5	—	0 - 10	—
No. 8	—	—	0 - 5	—
No. 200	**	**	**	**

* For 1 1/2 inch coarse aggregate use two or more separated sizes which when combined shall meet the gradation limits for 1 1/2" - No. 4

** See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

Table 02690-4

Gradation of Coarse Aggregates

Sieve Size	Separated Sizes	Separated or Combined Sizes	Separated Sizes	Separated Sizes
	3/4" - 3/8"	3/4" - No. 4	1/2" - No. 4	3/8" - No. 8
	Percent Passing (by Weight)			
1"	100	100	—	—
3/4"	90 - 100	90 - 100	100	—
1/2"	20 - 55	—	90 - 100	100
3/8"	0 - 15	20 - 55	40 - 70	85 - 100
No. 4	0 - 5	0 - 10	0 - 15	10 - 30
No. 8	—	0 - 5	0 - 5	0 - 10
No. 16	—	—	—	0 - 5
No. 200	*	*	*	*

* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

02690.30 Fine Aggregates:

(a) Different Sources - Do not mix fine aggregates from different sources of supply, or store in the same pile. Do not use alternately in the same class of mix, without prior approval.

(b) Harmful Substances - The amount of harmful substances shall not exceed the following limits:

Test	Test Method (AASHTO)	Percent (by Weight)
Lightweight Pieces	T 113	2.0%
Material passing No. 200 sieve	T 11	3.0%

(c) Soundness - Fine aggregate shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 10 percent by weight.

(d) Organic Impurities - All fine aggregate shall meet the requirements of AASHTO M 6 for organic impurities.

(e) Sand Equivalent - Fine aggregate shall be tested according to AASHTO T 176 and shall have a sand equivalent of not less than 75.

(f) Sand for Mortar - Sand for mortar shall conform to the requirements of this Section.

(g) Grading - Sampling shall be according to AASHTO T 2. Sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-5 for structural concrete. Provide a CAgT to perform sampling and testing when required.

**Table 02690-5
Gradation of Fine Aggregate***

Sieve Size	Percent Passing (by Weight)
3/8"	100
No. 4	90 - 100
No. 8	70 - 100
No. 16	50 - 85
No. 30	25 - 60
No. 50	5 - 30
No. 100	0 - 10
No. 200	**

* Determine the fineness modulus according to AASHTO T 27 and AASHTO T 11. Maintain the fine aggregate fineness modulus within plus or minus 0.20 from the fineness modulus used in the Contractor's mix design. Fine aggregates in which the fineness modulus varies by more than 0.20 from the mix design target shall not be incorporated until an assessment is done to determine whether an adjustment in the aggregate proportions is necessary. Proportion changes must be performed by a CCT according to the provisions of ACI 211. Submit analysis of FM and mix design adjustments to the Engineer for approval.

** See 02690.30(b). Do not evaluate material passing No. 200 sieve according to 0165.40.

END SECTION

SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

02910.20 Reflective and Retroreflective Sheeting - Replace the title of this subsection with "Retroreflective Sheeting"

02910.20(a) General - Replace the paragraph that begins "Use retroreflective sheeting Type..." with the following paragraph:

Use retroreflective sheeting from the QPL and the following:

02910.32(b) Retroreflective Sheeting Legend – Replace the paragraph that begins "The Silver-white or white letters..." with the following paragraph:

Removable legend shall be fabricated with sheeting conforming to 02910.20 that is permanently adhered to a flat aluminum frame.

02910.40 Hardware - Replace the paragraph that begins "The bolts, nuts, and washers..." with the following paragraph:

The bolts, nuts, and washers used to fabricate and erect signs shall be aluminum alloy, stainless steel, or hot-dip galvanized steel. Aluminum for bolts and nuts shall conform to ASTM B211, alloys 2024-T4 or 6061-T6 as the Contractor elects. Aluminum washers shall conform to ASTM B209, alloy Alclad 2024-T4. Stainless steel for bolts, nuts, and washers shall be Type 304 or Type 316. Galvanized steel bolts, nuts and washers shall be medium carbon steel. Galvanize steel hardware according to AASHTO M 232 (ASTM A153).

02910.75(a) Warranty Period – Replace the bullet that begins “For retroreflective Type III and Type IV ...” with the following paragraph:

For retroreflective ASTM Type III and Type IV sheeting used for permanent signs, the warranty period shall be for 10 years.

Replace the bullet that begins “For retroreflective Type IX sheeting used ...” with the following paragraph:

For retroreflective ASTM Type IX and Type XI sheeting used for permanent signs, the warranty period shall be for 12 years.

02910.75(b) Failure – Replace the bullet that begins “70 percent of minimum coefficient...” with the following paragraph:

70 percent of minimum coefficient of retroreflection for designated sheeting or cuttable film according to ASTM D4956 for the remaining 3 years of the warranty period for Type III and Type IV sheeting and remaining 5 years of the warranty period for Type IX and Type XI sheeting.

02910.75(c) Remedy – Replace the bullet that begins “For the remaining 3 years ...” with the following paragraph:

For the remaining 3 years (5 years for ASTM Type IX and Type XI sheeting), furnish replacement sheeting required to restore the sign panel to a condition that meets the Specifications.

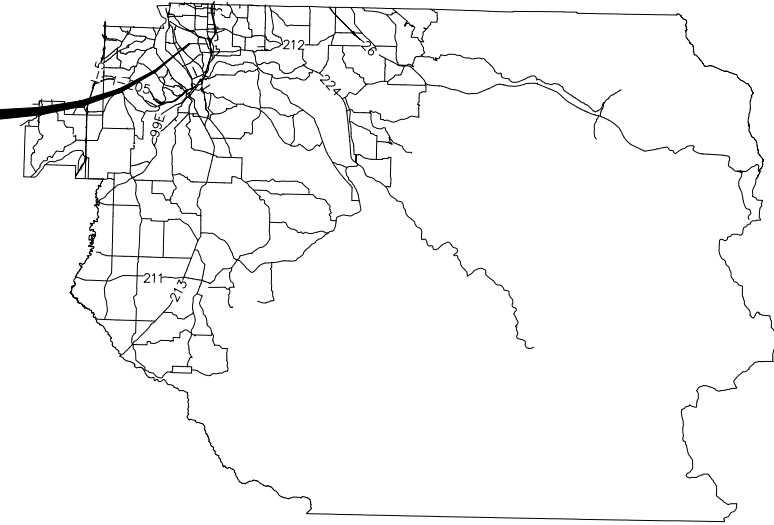
END OF SECTION

CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

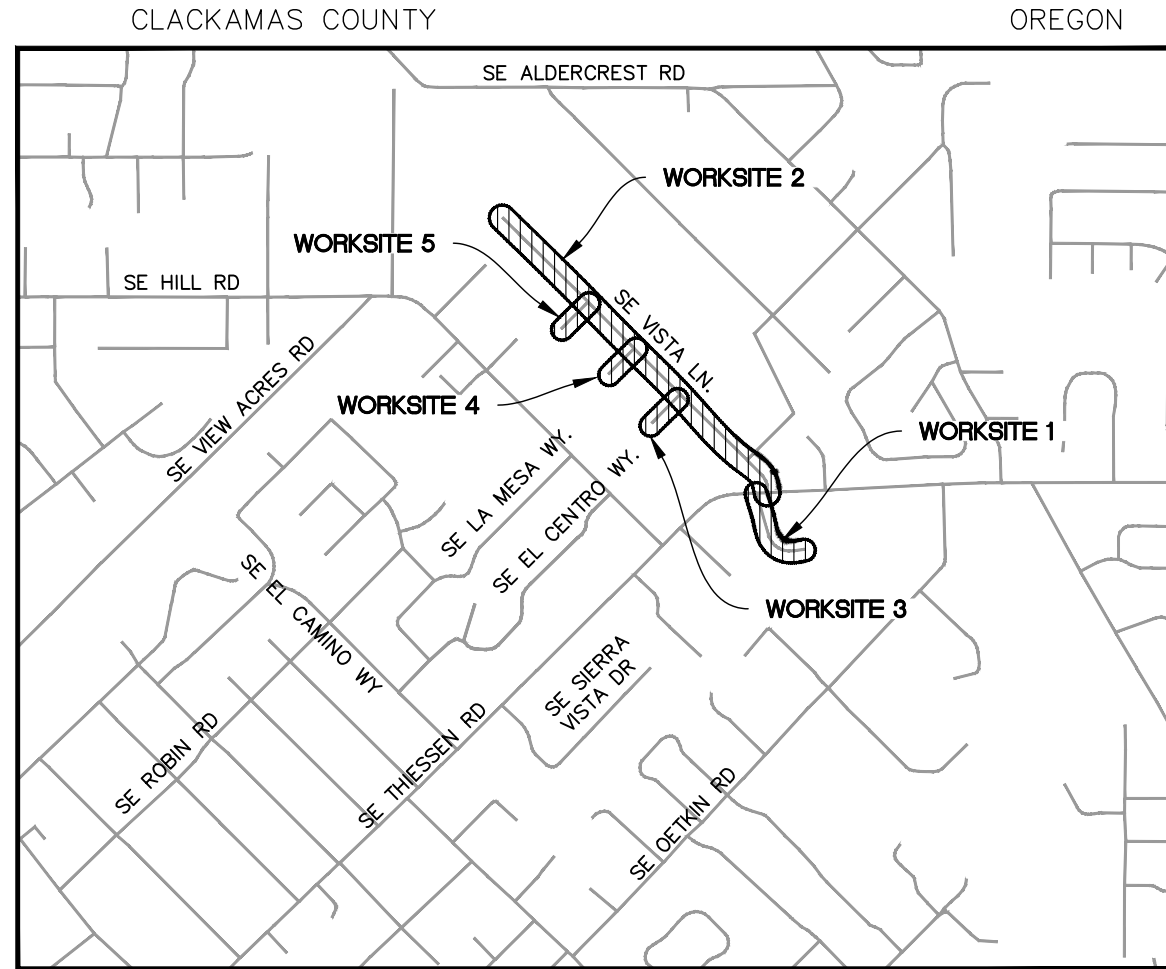
PLANS FOR PROPOSED PROJECT
PAVING, GRINDING, AND GRADING

THIESSEN AREA 1 PAVING PACKAGE

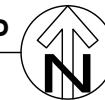
- WORKSITE 1 - SE HARMON CT - RD# 22350
- WORKSITE 2 - SE VISTA LN - RD# 22033
- WORKSITE 3 - SE ANCONA CT - RD# 22371
- WORKSITE 4 - SE BANTAM CT - RD# 22370
- WORKSITE 5 - SE CORNISH CT - RD# 22369



INDEX OF SHEETS	
1	COVER SHEET
2	GENERAL NOTES & LEGEND
3	EROSION & SEDIMENT CONTROL DETAILS
4-7	EROSION CONTROL PLANS
8	DETAILS
9	SE HARMON COURT PLAN
10-11	SE VISTA LANE PLANS
12	SE CORNISH/BANTAM/ANCONA COURT PLAN



THIESSEN AREA VICINITY MAP
NOT TO SCALE



T. 2S, R. 2E, SEC. 6-7

ATTENTION !

OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0100. YOU MAY OBTAIN COPIES OF THE RULES FROM THE CENTER OR ANSWERS TO QUESTIONS ABOUT THE RULES BY CALLING (503) 232-1987.



EXPIRES: 06/30/2022

COVER SHEET

THIESSEN AREA 1
PAVING PACKAGE

DATE: 04/2021 PROJECT NO.: CI-3-22309

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



DAN JOHNSON
DIRECTOR

DESIGNED BY: WW
DRAFTED BY: TB/CK
CHECKED BY: DB

REVISIONS

NO.	DATE:

Sheet No.
1

P:\15\15044 CLACKAMAS 2021 PAVING\500 DWG\501 PLAN SHEETS\501.2 THIESSEN & ARISTA PACKAGE\GENERAL NOTES & LEGEND.DWG 4/22/2021 12:11 PMc

GENERAL NOTES:

- COORDINATE VALVE, MANHOLES AND UTILITY VAULT/BOX ADJUSTMENTS WITH UTILITIES.
- ALL WORK AND MATERIALS SHALL CONFORM TO THESE PLANS AND THE APPLICABLE PROVISIONS OF THE CLACKAMAS COUNTY ROADWAY STANDARDS.
- IN ORDER TO PROTECT UNDERGROUND FACILITIES, EXCAVATORS PERFORMING THE WORK SET FORTH ON THESE PLANS MUST COMPLY WITH THE PROVISIONS OF ORS 757.557 (REQUIRES CONTRACTOR TO NOTIFY THE OREGON UTILITY NOTIFICATION CENTER AT LEAST 48 HOURS, BUT NO MORE THAN 10 BUSINESS DAYS, PRIOR TO ANY EXCAVATION).
- THE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS IS APPROXIMATE AND SHOWN FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED PRIOR TO COMMENCING CONSTRUCTION. NOTIFY ENGINEER AND DTD TRANSPORTATION MAINTENANCE OF ANY DISCREPANCIES PRIOR TO INITIATING THE CONSTRUCTION OF THE FACILITIES.
- THE CONTRACTOR SHALL CONTROL TRAFFIC THROUGH THE PROJECT SITE IN CONFORMANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND OREGON SUPPLEMENTS. THE CONTRACTOR SHALL, AT ALL TIMES, MAINTAIN LOCAL ACCESS FOR EMERGENCY VEHICLES, BUSINESSES, BUSES, AND HOMEOWNERS ALONG THE PROJECT SITE.
- WHEN TRAFFIC DELAYS ARE TO BE EXPECTED, THE CONTRACTOR SHALL NOTIFY THE APPLICABLE AGENCIES, INCLUDING TRIMET, SCHOOL DISTRICT, EMERGENCY SERVICES, AND LOCAL BUSINESSES.
- THE CONTRACTOR SHALL HAVE A MINIMUM OF ONE (1) SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION PHASES.
- FINAL CLEANUP – PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL CLEAN THE WORK SITE AND ADJACENT AREAS OF ANY DEBRIS, DISCARDED ACP, CONCRETE OR OTHER ITEMS DEPOSITED BY THE CONTRACTOR'S PERSONNEL DURING THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL ALSO RESTORE ALL SURFACES DISTURBED BY RELATED CONSTRUCTION ACTIVITIES.
- INSTALL TWO SETS (2 SIGNS PER SET) OF PROJECT SIGNS PRIOR TO COMMENCING WITH WORK. MOUNT BOTH SIGNS TO SINGLE WOOD SUPPORT. INSTALL NEAR THE INTERSECTION OF THIESSEN ROAD AND BOTH SE VISTA LANE AND HARMON COURT. COORDINATE FINAL LOCATION WITH INSPECTOR. SEE PROJECT SIGN DETAILS, THIS SHEET.

SURVEY NOTES:

- VERTICAL DATUM: NAVD'88 UTILIZING GPS POSITIONING TIED TO THE ORGN WITH REAL TIME CORRECTORS REFERENCED TO DATUM NAD'83 (2011) EPOCH 2010.00. THIS DATUM REALIZATION WAS VERIFIED THROUGH DIRECT OBSERVATION TO NGS CONTROL POINT Q723 HAVING A POINT IDENTIFICATION OF RD1491. THIS POINT IS DESCRIBED AS A STAINLESS STEEL ROD WITH SLEEVE NEAR THE INTERSECTION OF STATE HIGHWAY 224 AND LAKE ROAD. THE ELEVATION OF THIS POINT IS PUBLISHED AS 31.131 METERS (102.14 FEET) AND WAS ESTABLISHED BY NGS THROUGH DIFFERENTIAL LEVELING AND ADJUSTED BY THE NATIONAL GEODETIC SURVEY IN JUNE 1991, AND HAS A VERTICAL ORDER OF FIRST CLASS II.
- HORIZONTAL DATUM: GPS OBSERVATIONS TIED TO THE OREGON REAL-TIME GNSS NETWORK (ORGN), OREGON COORDINATE REFERENCE SYSTEM ,PORTLAND ZONE, NAD '83 (2011) (EPOCH 2010.00).

RIGHT-OF-WAY REPRESENTATION:

- ALL LINE-WORK SHOWN RELATING PROPERTY BOUNDARY TO SCAN DATA IS FOR GRAPHICAL REPRESENTATION ONLY. ANY APPARENT DISCREPANCIES BETWEEN SAID DATA WILL REQUIRE FIELD VERIFICATION THROUGH A PROPER RIGHT-OF-WAY RESOLUTION.

SURFACING REMOVAL, GRADING AND PAVING NOTES:

- WHERE PAVEMENT IS TO BE REPLACED TO MATCH EXISTING GRADE AT THE CENTERLINE/ROADWAY CROWN AND ADJACENT TO THE EXISTING CURB, CONTRACTOR SHALL:
 - MARK EXISTING CURB FLOW LINE WITH PAINT PRIOR TO A.C. SURFACING REMOVAL TO DOCUMENT EXISTING PAVEMENT ELEVATION AND CURB EXPOSURE.
 - SURVEY THE EXISTING ROADWAY CROWN, GRADE BREAKS, EDGE OF PAVEMENT (AS NECESSARY) AND ANY OTHER LOCATIONS AS NECESSARY TO RE-ESTABLISH THE EXISTING ROAD GRADE. EXISTING ELEVATIONS SHALL BE COLLECTED AT A MAXIMUM DISTANCE OF 25 FEET ALONG THE FULL STREET ALIGNMENT.

SURVEY INFORMATION SHALL BE USED TO PROVIDE CONSTRUCTION STAKING, AS NECESSARY, DURING FINAL GRADING PRIOR TO PAVING.

DETAILED TRAFFIC CONTROL/PHASING NOTES:

GENERAL: CONTRACTOR SHALL FOLLOW AN APPROVED PHASING PLAN FOR EACH PROJECT AREA THAT MEETS THE MINIMUM REQUIREMENTS AS SET FORTH IN THE CONTRACT DOCUMENTS. ANY PROPOSED PHASING THAT CONFLICTS WITH REQUIREMENTS NOTED BELOW OR ELSEWHERE IN THE CONTRACT DOCUMENTS, SHALL BE APPROVED IN WRITING BY THE CITY PRIOR TO BEGINNING WORK.

- CONTRACTOR SHALL PHASE CONSTRUCTION SO THAT ALL TRUCKING AND HEAVY EQUIPMENT MANEUVERING IS COMPLETED ON A PAVED SURFACE (EXISTING OR NEW). THIS SHALL BE ACCOMPLISHED BY COMPLETING ALL NECESSARY PAVEMENT REMOVAL, GRADING, STRUCTURE ADJUSTMENTS AND PAVING ON ONE-HALF OF THE ROADWAY AT A TIME AND USING THE OTHER PAVED HALF OF THE ROADWAY TO FACILITATE TRUCK MOVEMENTS. ANY SUBGRADE DAMAGE CAUSED BY THE CONTRACTOR PLACING HAUL TRUCKS ON AN UNPAVED SURFACE SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE. SEE 00610.44 OF THE SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION AND SUBGRADE PROTECTION PLAN SUBMITTAL REQUIREMENTS.
- CONTRACTOR SHALL PHASE AND COORDINATE CONSTRUCTION TO MINIMIZE DELAYS AND IMPACTS TO PUBLIC TRAFFIC, PUBLIC SERVICES (GARBAGE, MAIL, ETC) AND PROPERTY ACCESS.
- ALL ROADS WITHIN WORK ZONES MAY BE CLOSED TO THRU TRAFFIC DURING WORK HOURS BUT SHALL REMAIN ACCESSIBLE TO RESIDENTS, BUSINESSES AND SERVICES AT ALL TIMES. CONTRACTOR SHALL PHASE THE WORK SO 2-WAY TRAFFIC IS MAINTAINED OUTSIDE OF WORK HOURS. ACCESS TO SIDE SIDE STREETS SHALL BE MAINTAINED AT ALL TIMES.
- CONTRACTOR SHALL PREPARE A DETAILED TRAFFIC CONTROL PLAN FOR EACH PROJECT SITE CONFORMING TO THE REQUIREMENTS OF THE CURRENT EDITION OF THE MUTCD AND THESE CONTRACT DOCUMENTS.

ODOT STANDARD DRAWINGS

- RD100
- RD101
- RD 610
- RD 615
- RD 701
- RD 1005
- RD 1010
- RD 1032
- TM 500-503
- TM 515
- TM 517
- TM 530
- TM 531
- TM 560
- TM 561
- TM 800
- TM 810
- TM 820
- TM 821
- TM 840
- TM 841
- TM 842
- TM 850

COUNTY ROADWAY STANDARD DRAWINGS

- D500
- M100
- M150
- S100
- S150



NOTES:

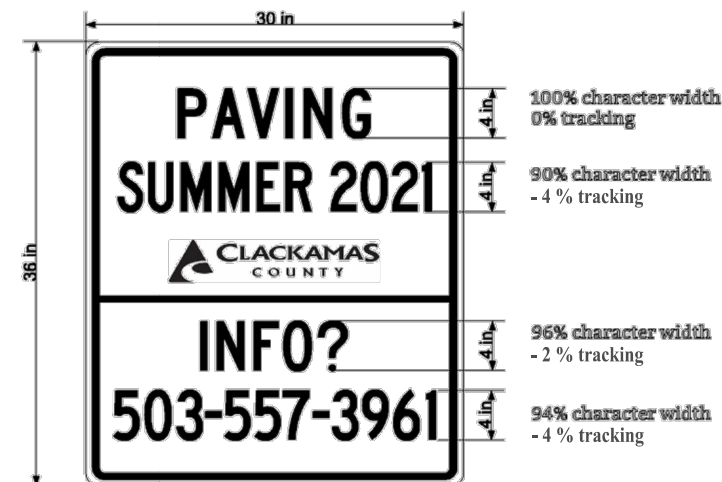
- SIGN TO BE PLACED AT EACH DRIVEWAY APPROACH WHEN PILOT CAR IS USED.
- SIGN SHALL CONFORM TO ODOT DRAWING CR4-20 OR CR4-20A.

PILOT CAR SIGN
NTS

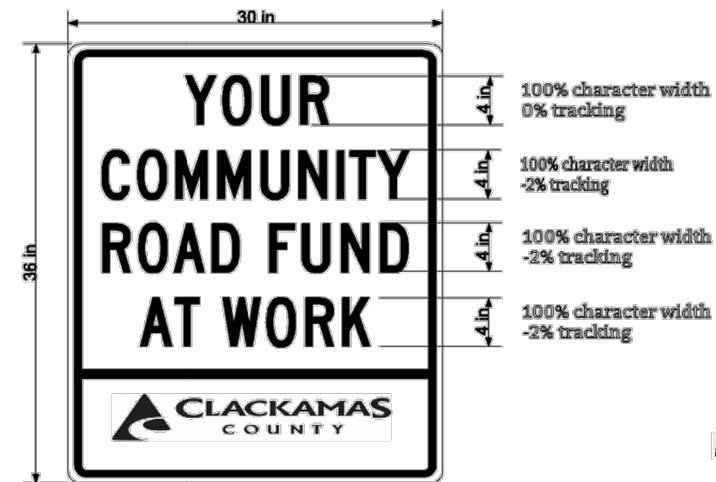
LEGEND

	EXISTING PROPERTY ADDRESS
	EXISTING ROW/PROPERTY LINE
	EXISTING EDGE OF PAVEMENT
	EXISTING CONCRETE
	EXISTING GRAVEL
	EXISTING SANITARY MANHOLE
	EXISTING STORM MANHOLE
	EXISTING CATCH BASIN
	EXISTING AREA DRAIN
	EXISTING FIRE HYDRANT
	EXISTING WATER METER
	EXISTING WATER VALVE
	EXISTING GAS VALVE
	EXISTING CLEANOUT
	EXISTING POWER VAULT
	EXISTING UTILITY POLE
	EXISTING MAILBOX
	EXISTING MONUMENT
	EXISTING SIGN
	EXISTING DITCH
	PROPOSED SAWCUT
	PROPOSED APPROXIMATE FLOW DIRECTION

PAVING SIGN



COMMUNITY ROAD FUND SIGN



SIGN NOTES:

- SIGNS TO BE ORANGE BACKGROUND WITH BLACK LETTERING AND BORDERS.
- TEXT FONT TO BE FHWA C.
- COUNTY LOGO TO COMPLY WITH SPECIFICATIONS IN THE COUNTY BRAND GUIDE: [HTTP://WEB1.CLACKAMAS.US/PGA/LOGO.HTML#GUIDE](http://web1.clackamas.us/pga/logo.html#guide)

PROJECT SIGNS DETAIL
NTS



EXPIRES: 06/30/2022

GENERAL NOTES & LEGEND

THIESSEN AREA 1
PAVING PACKAGE

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



DAN JOHNSON
DIRECTOR

DESIGNED BY: WW	DRAFTED BY: TB/CK	CHECKED BY: DB
--------------------	----------------------	-------------------

REVISIONS

NO.	DATE:		
-----	-------	--	--

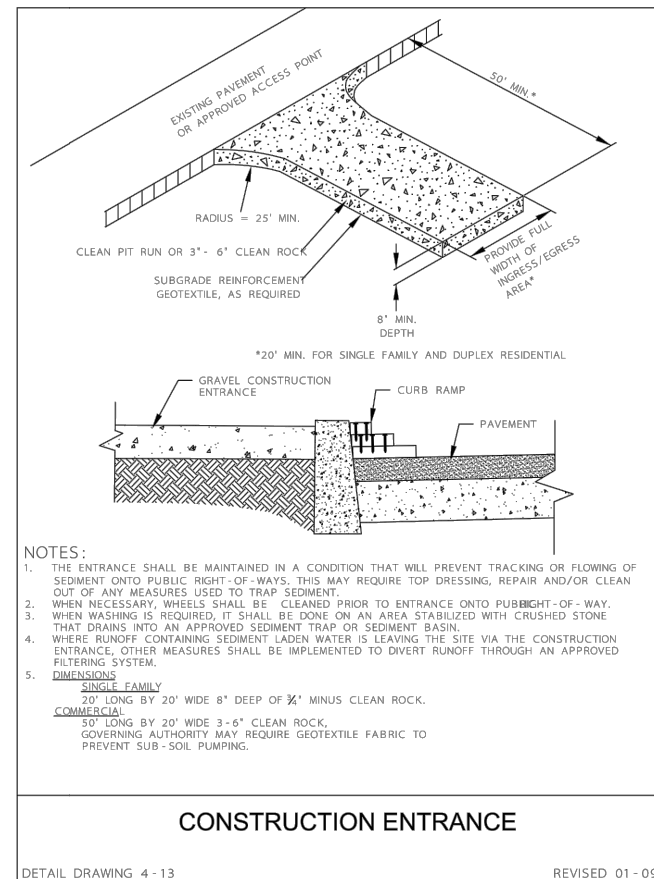
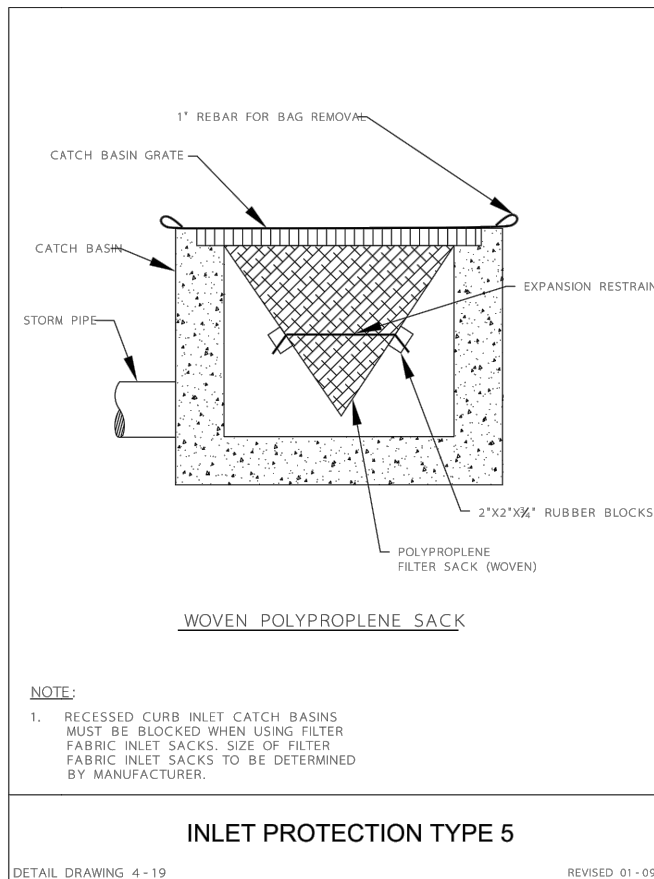
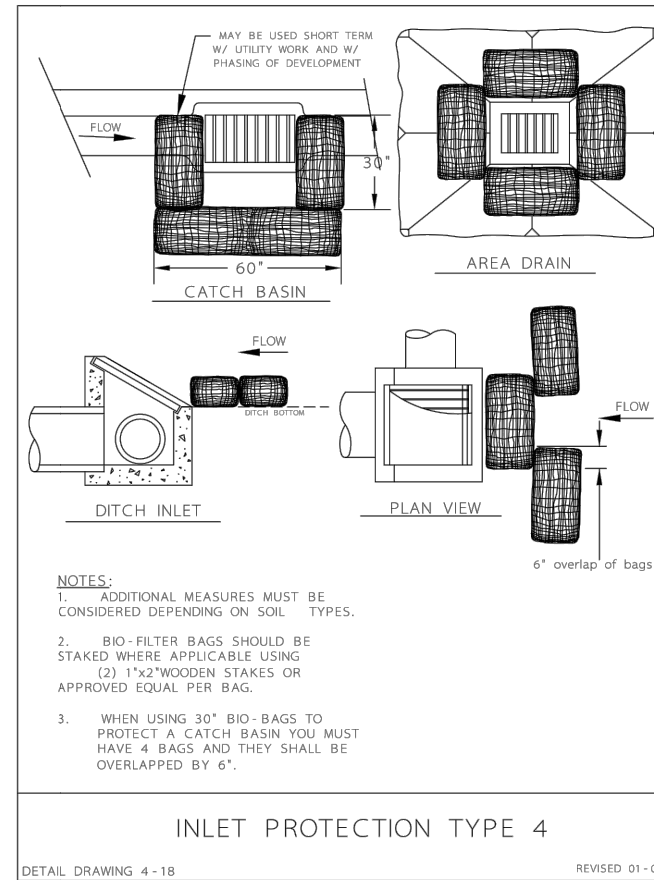
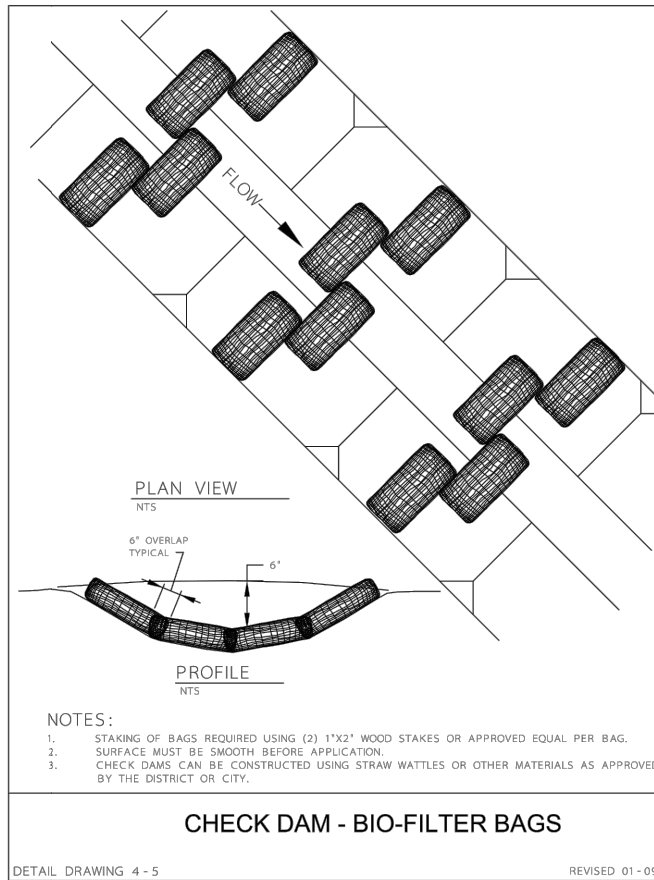
Sheet No.
2

PROJECT NO.: CL-3-22309

DATE: 04/20/21

STANDARD EROSION AND SEDIMENT CONTROL PLAN DRAWING NOTES:

- WHEN RAINFALL AND RUNOFF OCCURS DAILY INSPECTIONS OF THE EROSION AND SEDIMENT CONTROLS AND DISCHARGE OUTFALLS MUST BE PROVIDED BY SOME ONE KNOWLEDGEABLE AND EXPERIENCED IN THE PRINCIPLES, PRACTICES, INSTALLATION, AND MAINTENANCE OF EROSION AND SEDIMENT CONTROLS WHO WORKS FOR THE PERMITTEE.
- CONSTRUCTION ACTIVITIES MUST AVOID OR MINIMIZE EXCAVATION AND CREATION OF BARE GROUND FROM OCTOBER 1 THROUGH MAY 31 EACH YEAR.
- DURING WET WEATHER PERIOD, TEMPORARY STABILIZATION OF THE SITE MUST OCCUR AT THE END OF EACH WORK DAY.
- SEDIMENT CONTROLS MUST BE INSTALLED AND MAINTAINED ON ALL DOWN GRADIENT SIDES OF THE CONSTRUCTION SITE AT ALL TIMES DURING CONSTRUCTION. THEY MUST REMAIN IN PLACE UNTIL PERMANENT VEGETATION OR OTHER PERMANENT COVERING OF EXPOSED SOIL IS ESTABLISHED.
- ALL ACTIVE INLETS MUST HAVE SEDIMENT CONTROLS INSTALLED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. UNLESS OTHERWISE APPROVED, A SURFACE MOUNTED AND ATTACHABLE, U-SHAPED FILTER BAG IS REQUIRED FOR ALL CURB INLET CATCH BASINS.
- SIGNIFICANT AMOUNTS OF SEDIMENT WHICH LEAVES THE SITE MUST BE CLEANED UP WITHIN 24 HOURS AND PLACED BACK ON THE SITE AND STABILIZED OR PROPERLY DISPOSED. THE CAUSE OF THE SEDIMENT RELEASE MUST BE FOUND AND PREVENTED FROM CAUSING A RECURRENCE OF THE DISCHARGE WITHIN THE SAME 24 HOURS. ANY IN-STREAM CLEAN UP OF SEDIMENT SHALL BE PERFORMED ACCORDING TO THE OREGON DEPARTMENT OF STATE LANDS REQUIRED TIME FRAME.
- SEDIMENT MUST NOT BE INTENTIONALLY WASHED INTO STORM SEWERS, DRAINAGE WAYS, OR WATER BODIES.
- SEDIMENT MUST BE REMOVED FROM BEHIND ALL SEDIMENT CONTROL MEASURES WHEN IT HAS REACHED A HEIGHT OF 1/3RD THE BARRIER HEIGHT, AND PRIOR TO THE CONTROL MEASURES REMOVAL.
- CLEANING OF ALL STRUCTURES WITH SUMPS MUST OCCUR WHEN THE SEDIMENT RETENTION CAPACITY HAS BEEN REDUCED BY 50% AND AT COMPLETION OF PROJECT.
- ANY USE OF TOXIC OR OTHER HAZARDOUS MATERIALS MUST INCLUDE PROPER STORAGE, APPLICATION, AND DISPOSAL.
- THE PERMITTEE MUST PROPERLY MANAGE HAZARDOUS WASTES, USED OILS, CONTAMINATED SOILS, CONCRETE WASTE, SANITARY WASTE, LIQUID WASTE, OR OTHER TOXIC SUBSTANCES DISCOVERED OR GENERATED DURING CONSTRUCTION.
- THE APPLICATION RATE OF FERTILIZERS USED TO REESTABLISH VEGETATION MUST FOLLOW MANUFACTURER'S RECOMMENDATIONS. NUTRIENT RELEASES FROM FERTILIZERS TO SURFACE WATERS MUST BE MINIMIZED. TIME RELEASE FERTILIZERS SHOULD BE USED AND CARE SHOULD BE MADE IN APPLICATION OF FERTILIZERS WITHIN ANY WATER WAY RIPARIAN ZONE.
- OWNER OR DESIGNATED PERSON SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES, IN ACCORDANCE WITH CURRENT CLEAN WATER SERVICES STANDARDS AND STATE, AND FEDERAL REGULATIONS.
- PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE BOUNDARIES OF THE CLEARING LIMITS, VEGETATED BUFFERS, AND ANY SENSITIVE AREAS SHOWN ON THIS PLAN SHALL BE CLEARLY DELINEATED IN THE FIELD. UNLESS OTHERWISE APPROVED, NO DISTURBANCE IS PERMITTED BEYOND THE CLEARING LIMITS. THE OWNER/PERMITTEE MUST MAINTAIN THE DELINEATION FOR THE DURATION OF THE PROJECT.
NOTE: VEGETATED CORRIDORS TO BE DELINEATED WITH ORANGE CONSTRUCTION FENCE OR APPROVED EQUAL.
- PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE BMPs THAT MUST BE INSTALLED ARE GRAVEL CONSTRUCTION ENTRANCE, PERIMETER SEDIMENT CONTROL, AND INLET PROTECTION. THESE BMPs MUST BE MAINTAINED FOR THE DURATION OF THE PROJECT.
- IF VEGETATIVE SEED MIXES ARE SPECIFIED, SEEDING MUST TAKE PLACE NO LATER THAN SEPTEMBER 1ST; THE TYPE AND PERCENTAGES OF SEED IN THE MIX ARE AS IDENTIFIED ON THE PLANS OR AS SPECIFIED BY THE DESIGN ENGINEER.
- WATER-TIGHT TRUCKS MUST BE USED TO TRANSPORT SATURATED SOILS FROM THE CONSTRUCTION SITE. AN APPROVED EQUIVALENT IS TO DRAIN THE SOIL ON SITE AT A DESIGNATED LOCATION USING APPROPRIATE BMPs; SOIL MUST BE DRAINED SUFFICIENTLY FOR MINIMAL SPILLAGE.
- ALL PUMPING OF SEDIMENT LADEN WATER MUST BE DISCHARGED OVER AN UNDISTURBED, PREFERABLY VEGETATED AREA, AND THROUGH A SEDIMENT CONTROL BMP (I.E. FILTER BAG).
- THE ESC PLAN MUST BE KEPT ONSITE. ALL MEASURES SHOWN ON THE PLAN MUST BE INSTALLED PROPERLY TO ENSURE THAT SEDIMENT LADEN WATER DOES NOT ENTER A SURFACE WATER SYSTEM, ROADWAY, OR OTHER PROPERTIES.
- THE ESC MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE MEASURES SHALL BE UPGRADED AS NEEDED TO MAINTAIN COMPLIANCE WITH ALL REGULATIONS.
- WRITTEN ESC LOGS ARE SUGGESTED TO BE MAINTAINED ONSITE AND AVAILABLE TO DISTRICT INSPECTORS UPON REQUEST.
- IN AREAS SUBJECT TO WIND EROSION, APPROPRIATE BMPs MUST BE USED WHICH MAY INCLUDE THE APPLICATION OF FINE WATER SPRAYING, PLASTIC SHEETING, MULCHING, OR OTHER APPROVED MEASURES.
- ALL EXPOSED SOILS MUST BE COVERED DURING WET WEATHER PERIOD.



EROSION & SEDIMENT CONTROL DETAILS
THIESSEN AREA 1
PAVING PACKAGE

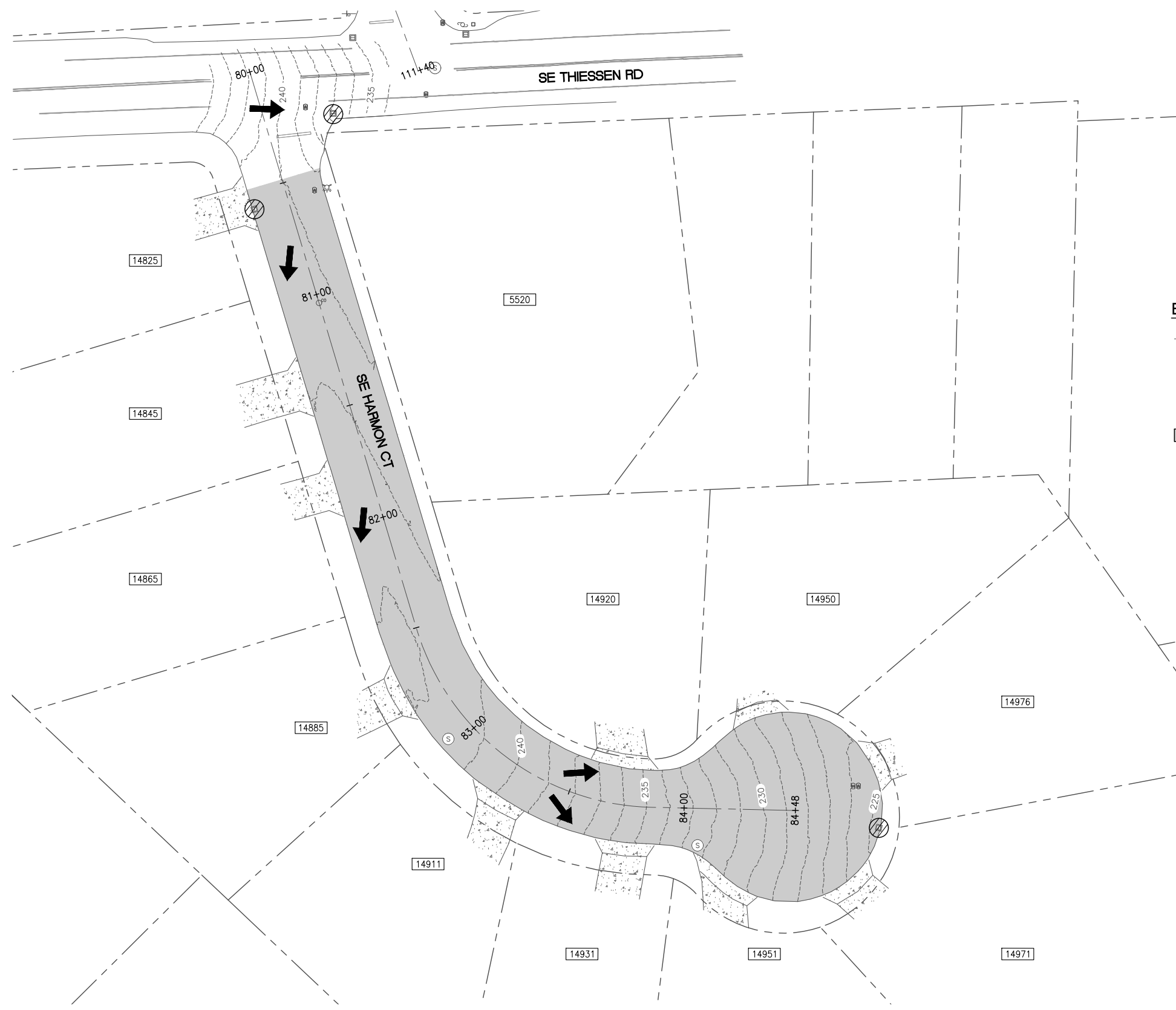
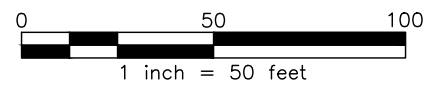
CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR

DESIGNED BY: WW
DRAFTED BY: TB/CK
CHECKED BY: DB

NO.	DATE:	REVISIONS





EROSION CONTROL LEGEND

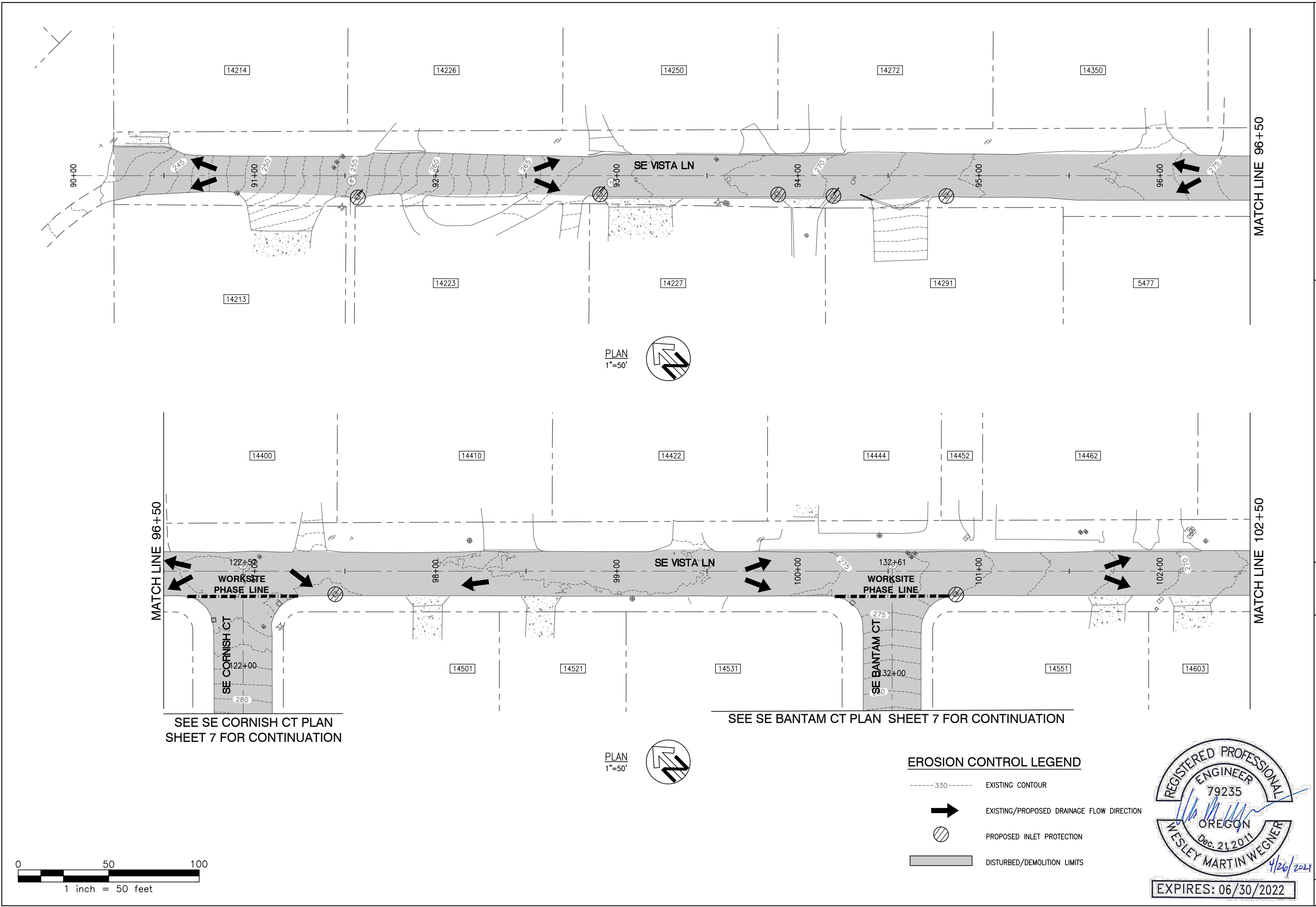
- 330 EXISTING CONTOUR
- EXISTING/PROPOSED DRAINAGE FLOW DIRECTION
- PROPOSED INLET PROTECTION
- DISTURBED/DEMOLITION LIMITS

PLAN
1"=50'



EXPIRES: 06/30/2022

SE HARMON COURT ESCP	
THIESSEN AREA 1 PAVING PACKAGE	
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	DATE: 04/2021 PROJECT NO.: CI-3-22309
	DIRECTOR DAN JOHNSON
DESIGNED BY: WW	CHECKED BY: DB
DRAFTED BY: TB/CK	NO. DATE:
REVISIONS	
Sheet No. 4	

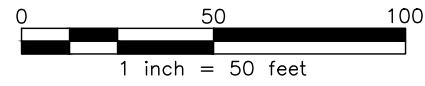


MATCH LINE 96+50

MATCH LINE 102+50

SEE SE CORNISH CT PLAN SHEET 7 FOR CONTINUATION

SEE SE BANTAM CT PLAN SHEET 7 FOR CONTINUATION



PLAN
1"=50'

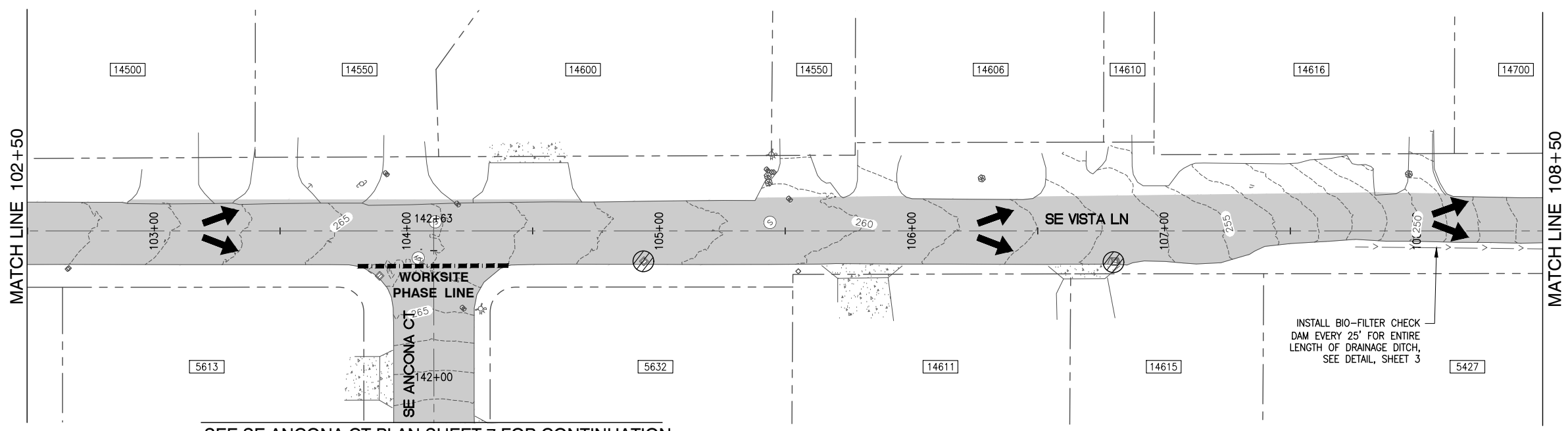
PLAN
1"=50'

EROSION CONTROL LEGEND

- 330 --- EXISTING CONTOUR
- ➔ EXISTING/PROPOSED DRAINAGE FLOW DIRECTION
- ⊗ PROPOSED INLET PROTECTION
- ▭ DISTURBED/DEMOLITION LIMITS

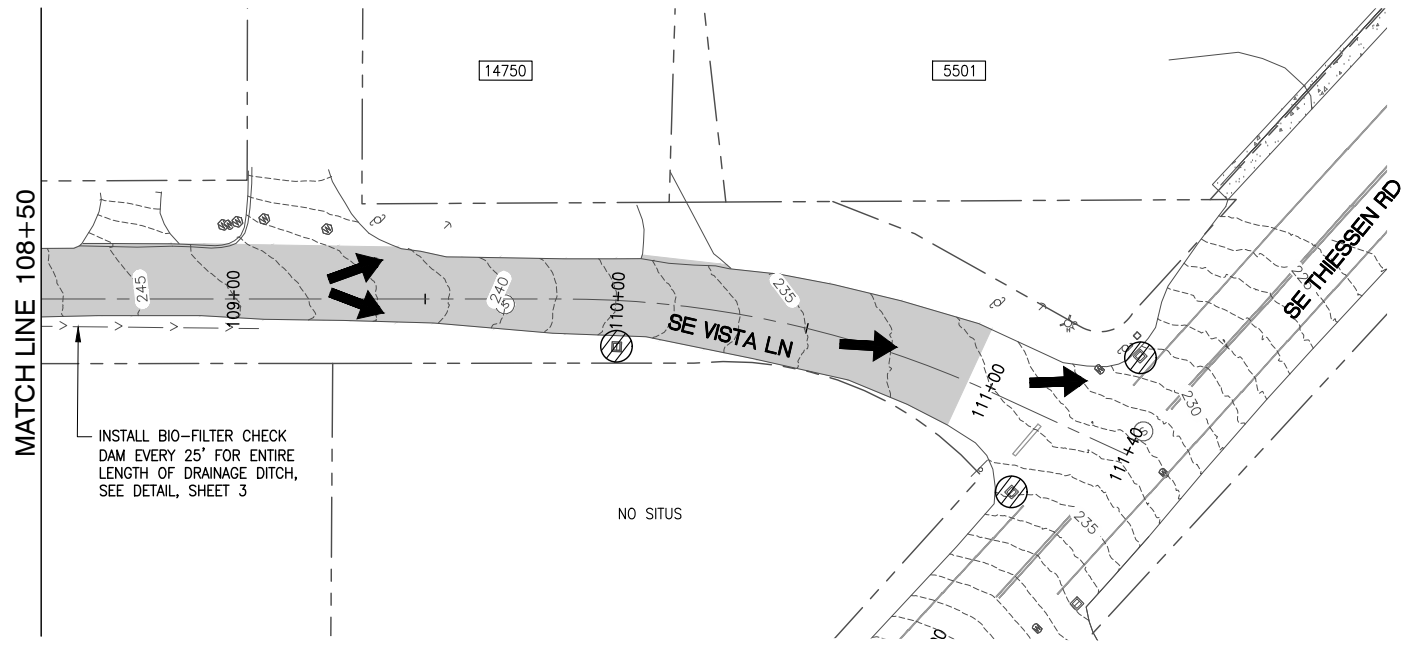


SE VISTA LANE ESCP I									
THIESSEN AREA 1 PAVING PACKAGE									
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045									
DESIGNED BY: WW	DIRECTOR DAN JOHNSON								
DRAFTED BY: TB/CK									
CHECKED BY: DB									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">NO.</th> <th style="width: 50%;">DATE:</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE:							REVISIONS Sheet No. 5
NO.	DATE:								



SEE SE ANCONA CT PLAN SHEET 7 FOR CONTINUATION

PLAN
1"=50'

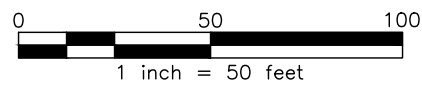


PLAN
1"=50'

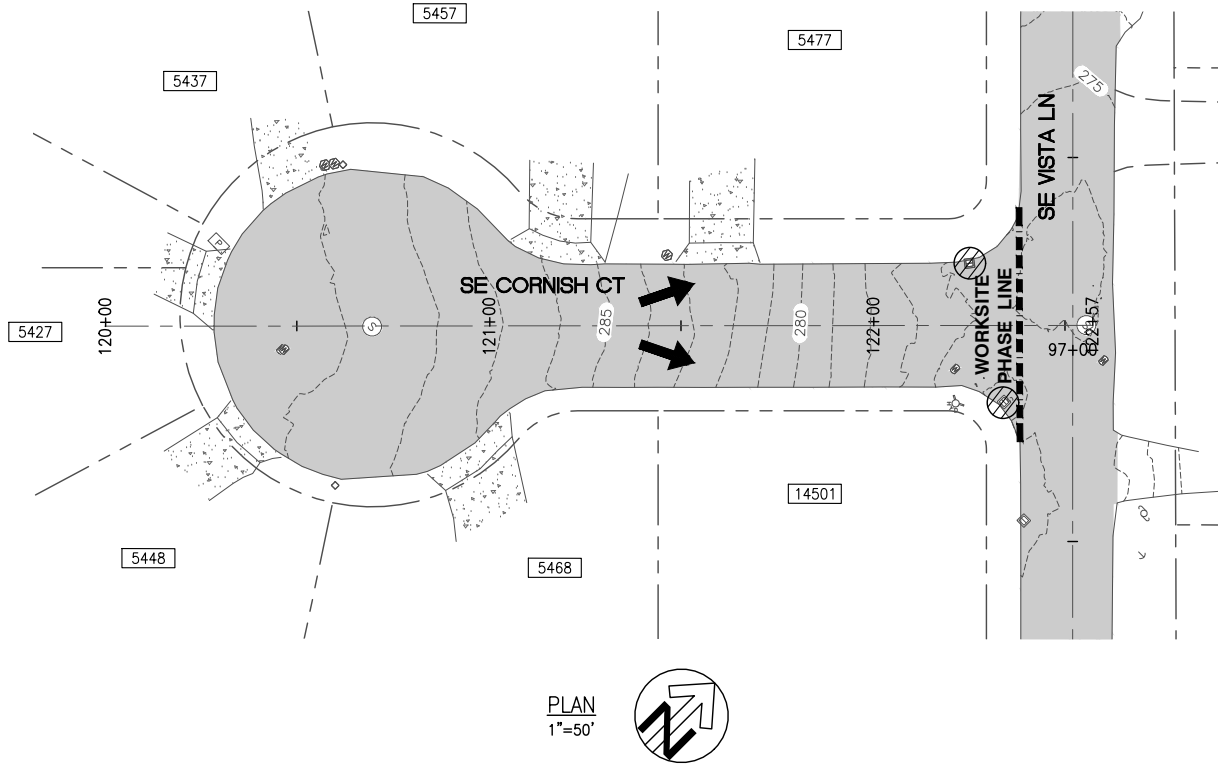
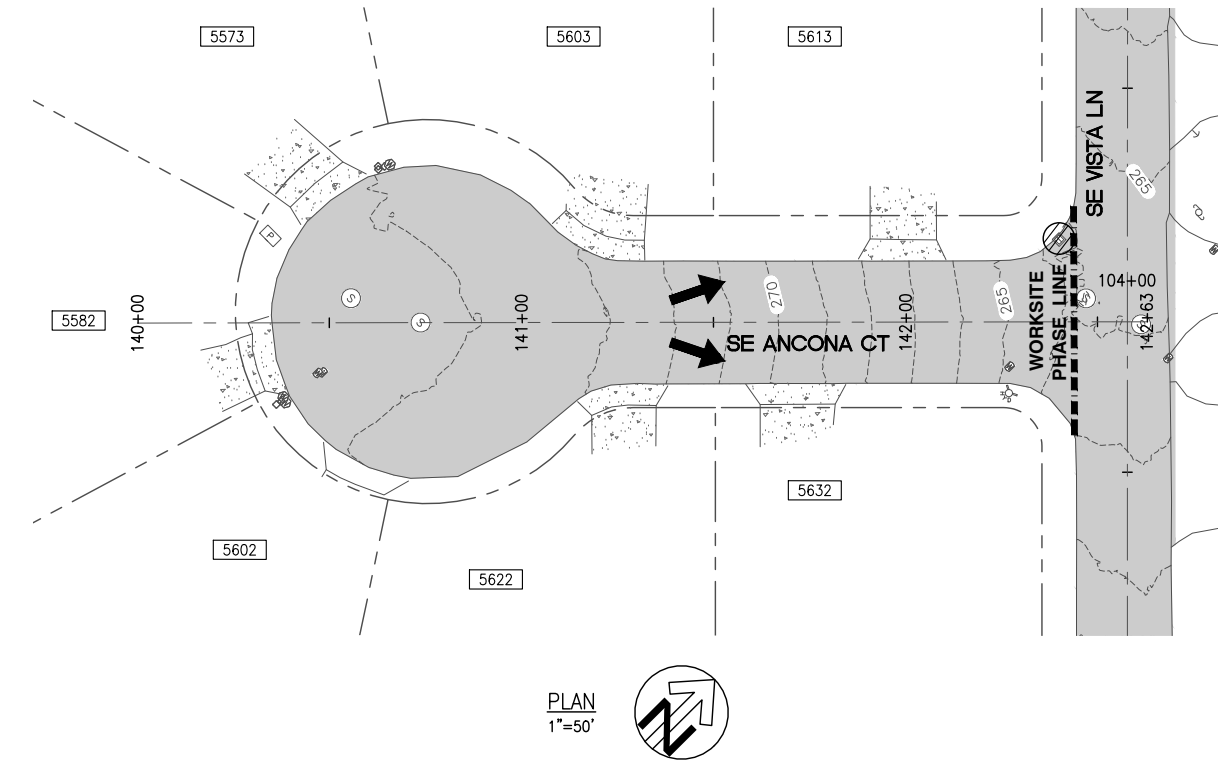
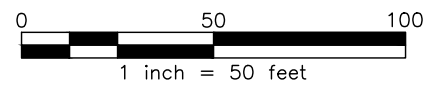


EROSION CONTROL LEGEND

- 330 EXISTING CONTOUR
- EXISTING/PROPOSED DRAINAGE FLOW DIRECTION
- PROPOSED INLET PROTECTION
- DISTURBED/DEMOLITION LIMITS

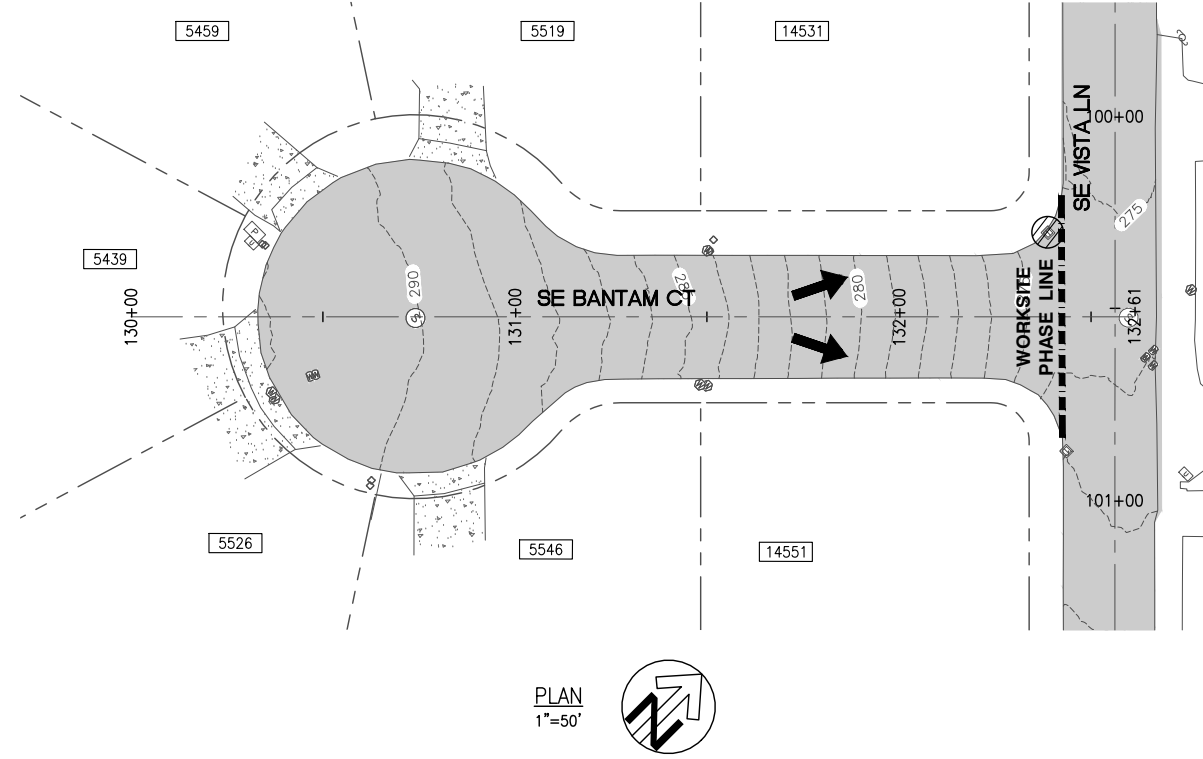


SE VISTA LANE ESCP II													
THIESSEN AREA 1 PAVING PACKAGE													
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045													
DESIGNED BY: WW	DIRECTOR DAN JOHNSON												
DRAFTED BY: TB/CK	PROJECT NO.: CI-3-22309												
CHECKED BY: DB													
REVISIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE:</th> <th style="width: 80%;">REVISIONS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE:	REVISIONS									
NO.	DATE:	REVISIONS											
Sheet No. 6 EXPIRES: 06/30/2022													



EROSION CONTROL LEGEND

- 330 EXISTING CONTOUR
- EXISTING/PROPOSED DRAINAGE FLOW DIRECTION
- PROPOSED INLET PROTECTION
- DISTURBED/DEMOLITION LIMITS



REVISIONS

NO.	DATE:	BY:

Sheet No. 7

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

DAN JOHNSON
 DIRECTOR

SE CORNISH/BANTAM/ANCONA CT ESCP

THIESSEN AREA 1 PAVING PACKAGE

DATE: 04/2021 PROJECT NO.: CI-3-22309

DESIGNED BY: WW
 DRAFTED BY: TB/CK
 CHECKED BY: DB

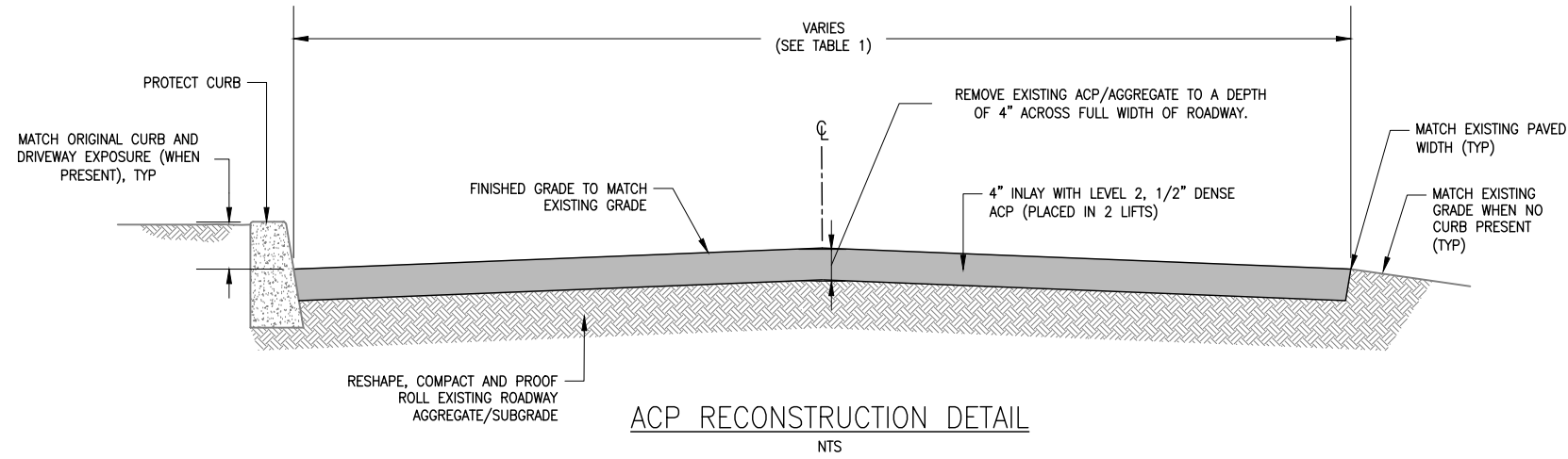
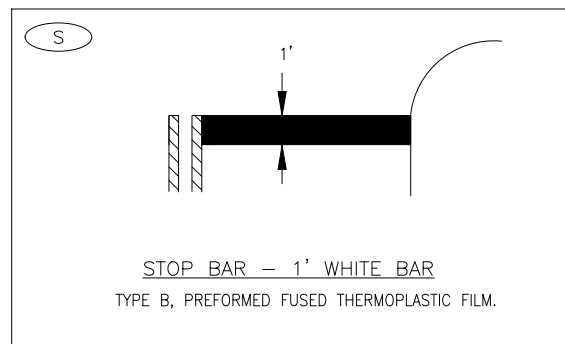
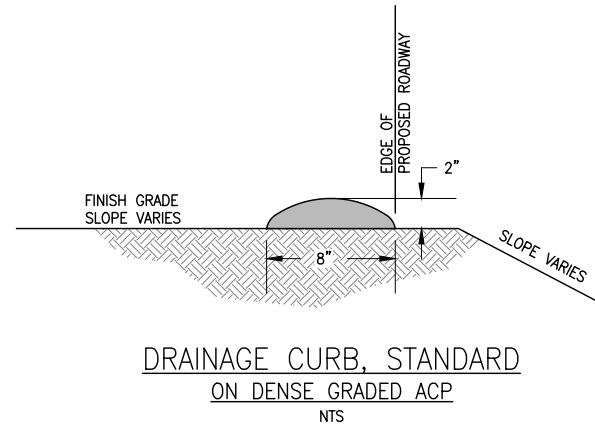
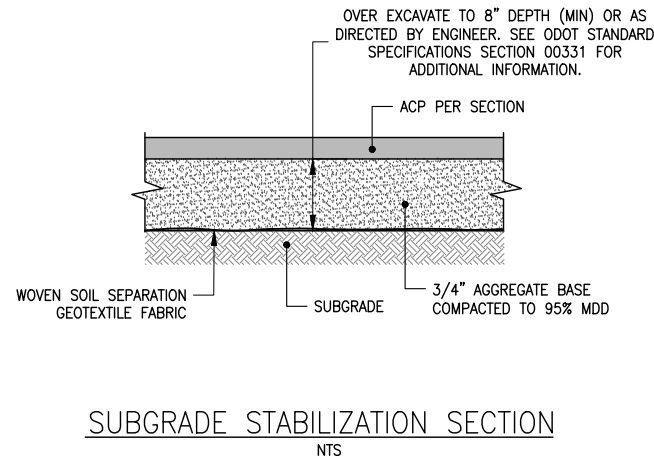


TABLE 1		
STREET NAME	STREET WIDTH	EXISTING ASPHALT DEPTH (AS CORED)
SE HARMON COURT	32'±	2.0"
SE VISTA LANE	18'-24'±	0.8"-2.0"
SE CORNISH COURT	32'±	2.3"
SE BANTAM COURT	32'±	2.0"
SE ANCONA COURT	32'±	2.3"



EXPIRES: 06/30/2022

DETAILS

THIESSEN AREA 1 PAVING PACKAGE

CLACKAMAS COUNTY

DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



DAN JOHNSON
DIRECTOR

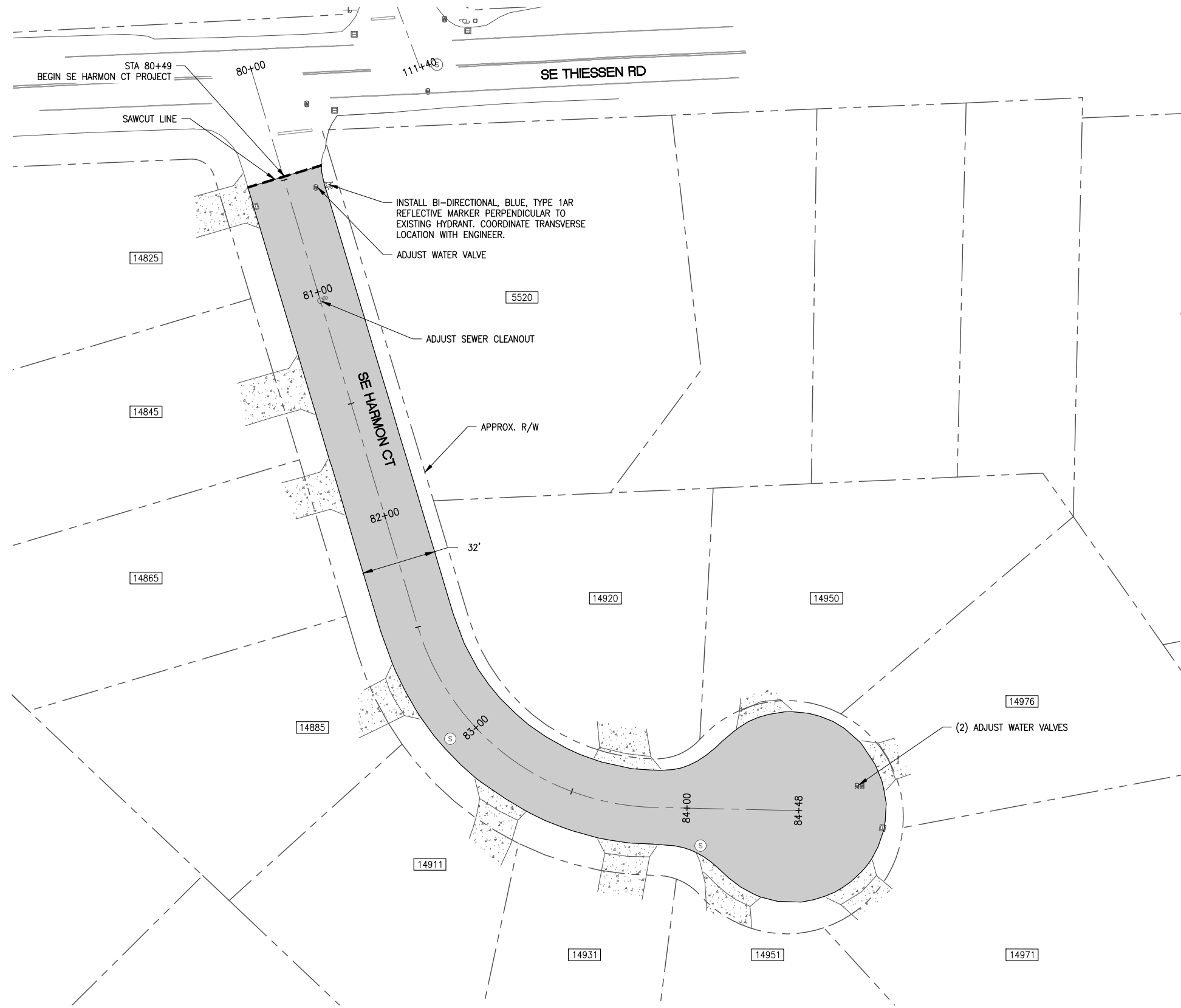
DESIGNED BY: WW
DRAFTED BY: TB/CK
CHECKED BY: DB

REVISIONS

NO.	DATE:

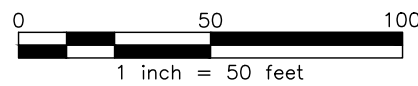
Sheet No. 8

P:\15\1504A CLACKAMAS 2021 PAVING\500 DWG\501 PLAN SHEETS\501.2 THIESSEN & ARISTA PACKAGE\THIESSEN PACKAGE\6 PLAN.DWG 4/22/2021 12:12 PM



GENERAL UTILITY NOTES

1. PROTECT ALL SANITARY/STORM SEWER MANHOLES.
2. PROTECT AND ADJUST ALL SANITARY SEWER CLEANOUTS.
3. PROTECT ALL STORM SEWER CATCH BASINS/INLETS.
4. ADJUST VALVES TO FINISH GRADE WHERE SHOWN.



PLAN
1"=50'



ACP RECONSTRUCTION
SEE TYPICAL SECTIONS, SHEET 8



SE HARMON COURT PLAN
THIESSEN AREA 1
PAVING PACKAGE

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR

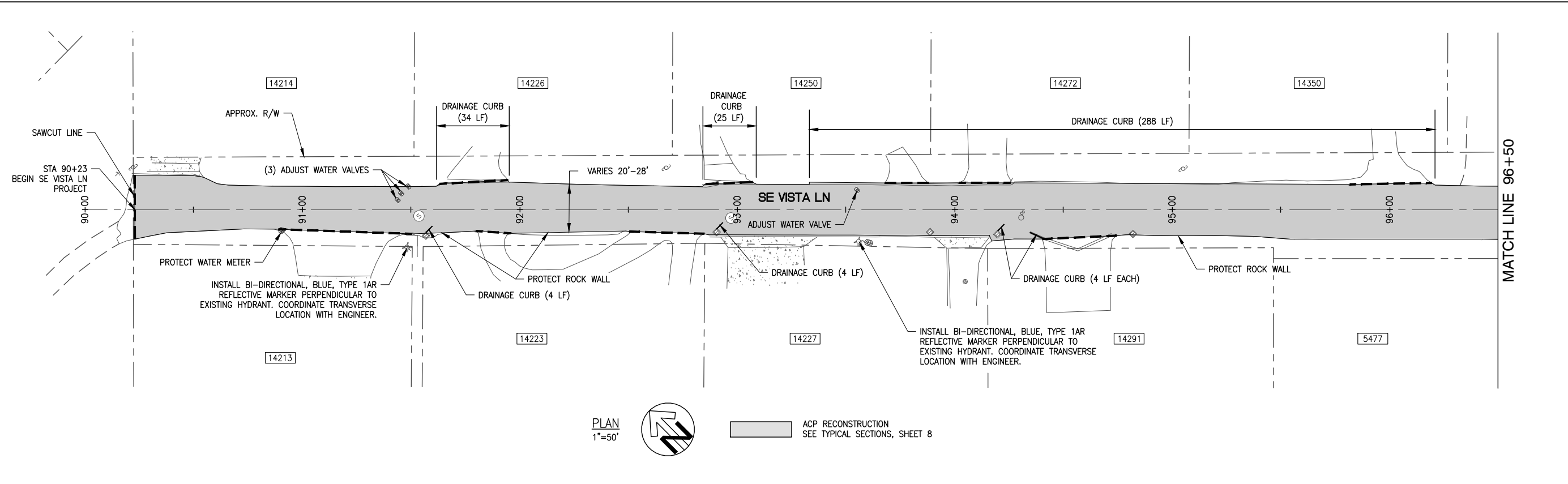
DESIGNED BY: WW
DRAFTED BY: TB/CK
CHECKED BY: DB

REVISIONS	
NO.	DATE:

Sheet No. **9**

DATE: 04/2021 PROJECT NO.: CI-3-22309

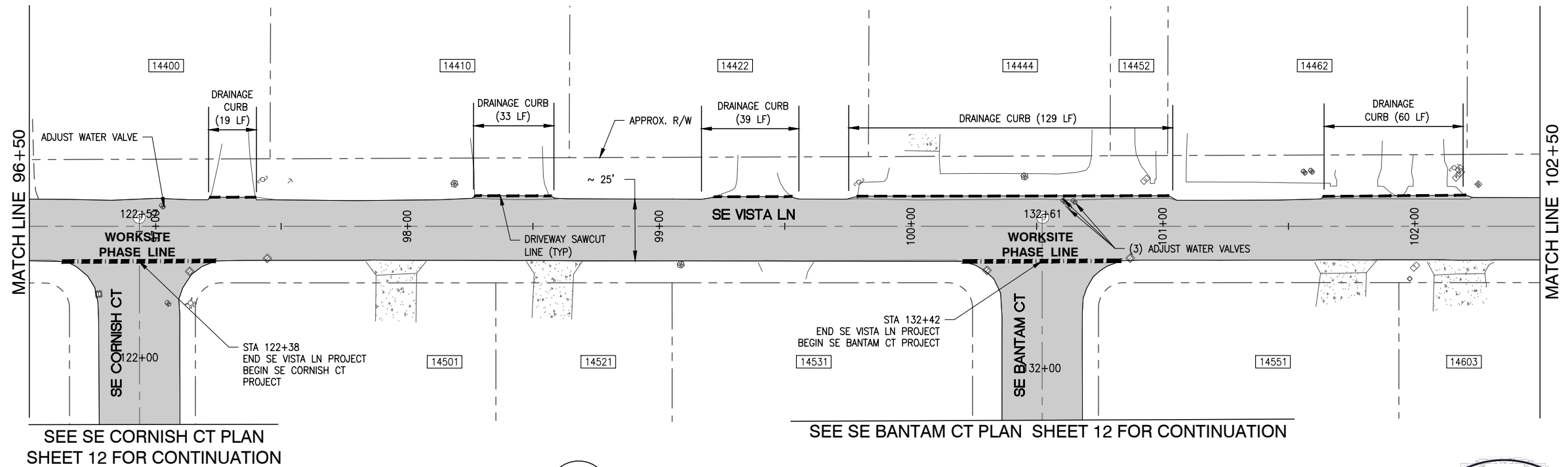
P:\15\1504A CLACKAMAS 2021 PAVING\500 DWG\501 PLAN SHEETS\501.2 THIESSEN & ARISTA PACKAGE\THIESSEN PACKAGE\6 PLAN.DWG 4/22/2021 12:12 PM



PLAN
1"=50'



ACP RECONSTRUCTION
SEE TYPICAL SECTIONS, SHEET 8



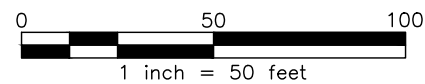
PLAN
1"=50'



ACP RECONSTRUCTION
SEE TYPICAL SECTIONS, SHEET 8

SEE SE CORNISH CT PLAN SHEET 12 FOR CONTINUATION

SEE SE BANTAM CT PLAN SHEET 12 FOR CONTINUATION



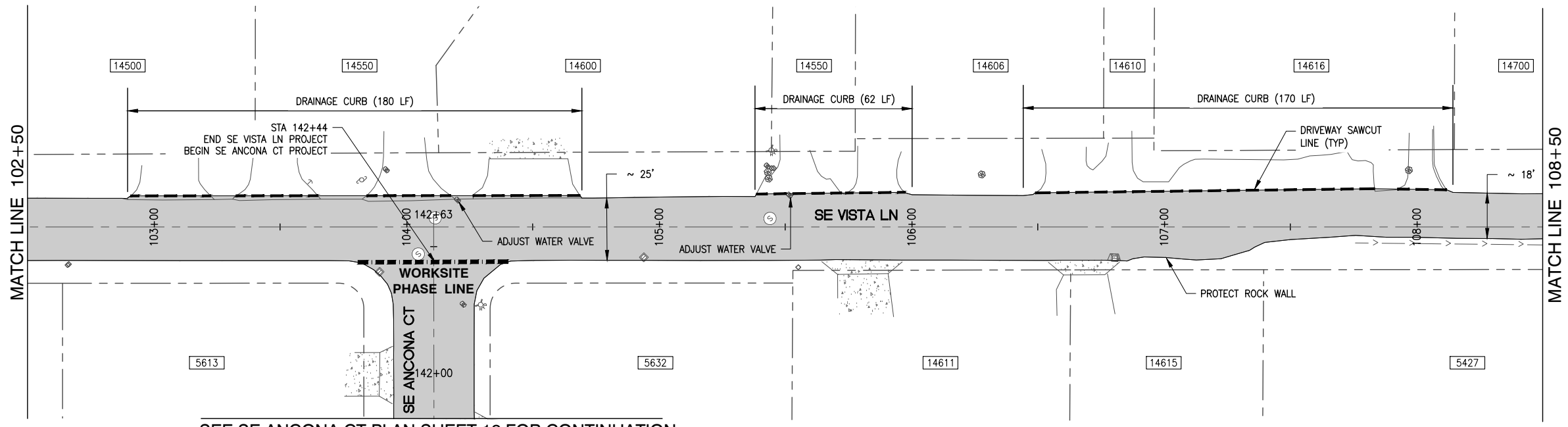
GENERAL UTILITY NOTES

1. PROTECT ALL SANITARY/STORM SEWER MANHOLES.
2. PROTECT AND ADJUST ALL SANITARY SEWER CLEANOUTS.
3. PROTECT ALL STORM SEWER CATCH BASINS/INLETS.
4. ADJUST VALVES TO FINISH GRADE WHERE SHOWN.



SE VISTA LANE PLAN I										
THIESSEN AREA 1 PAVING PACKAGE										
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	DIRECTOR DAN JOHNSON									
DESIGNED BY: WW DRAFTED BY: TB/CK CHECKED BY: DB	PROJECT NO.: CI-3-22309 DATE: 04/2021									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE:</th> <th style="width: 80%;">REVISIONS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE:	REVISIONS						
NO.	DATE:	REVISIONS								
Sheet No. 10										

P:\15\1504A CLACKAMAS 2021 PAVING\500 DWG\501 PLAN SHEETS\501.2 THIESSEN & ARISTA PACKAGE\THIESSEN PACKAGE\6 PLAN.DWG 4/22/2021 12:12 PM

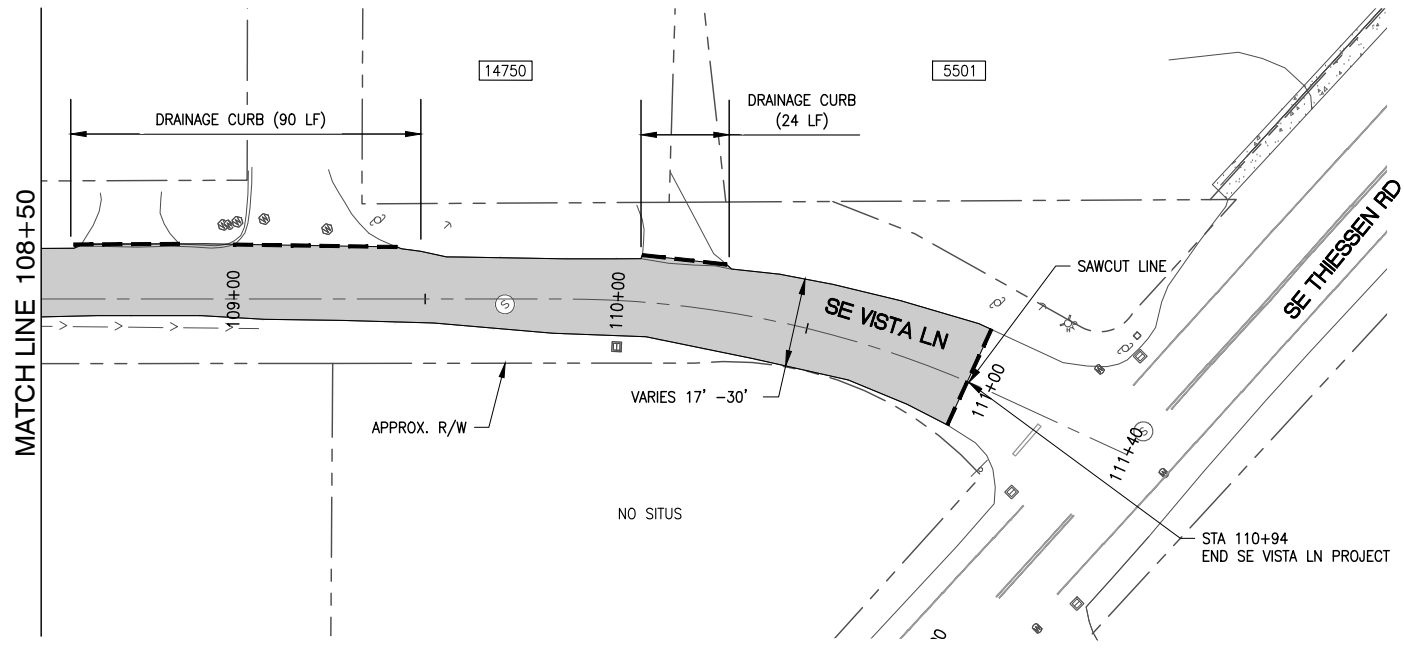


SEE SE ANCONA CT PLAN SHEET 12 FOR CONTINUATION

PLAN
1"=50'



ACP RECONSTRUCTION
SEE TYPICAL SECTIONS, SHEET 8



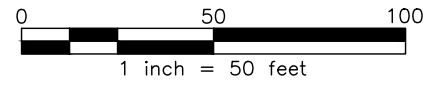
PLAN
1"=50'



ACP RECONSTRUCTION
SEE TYPICAL SECTIONS, SHEET 8

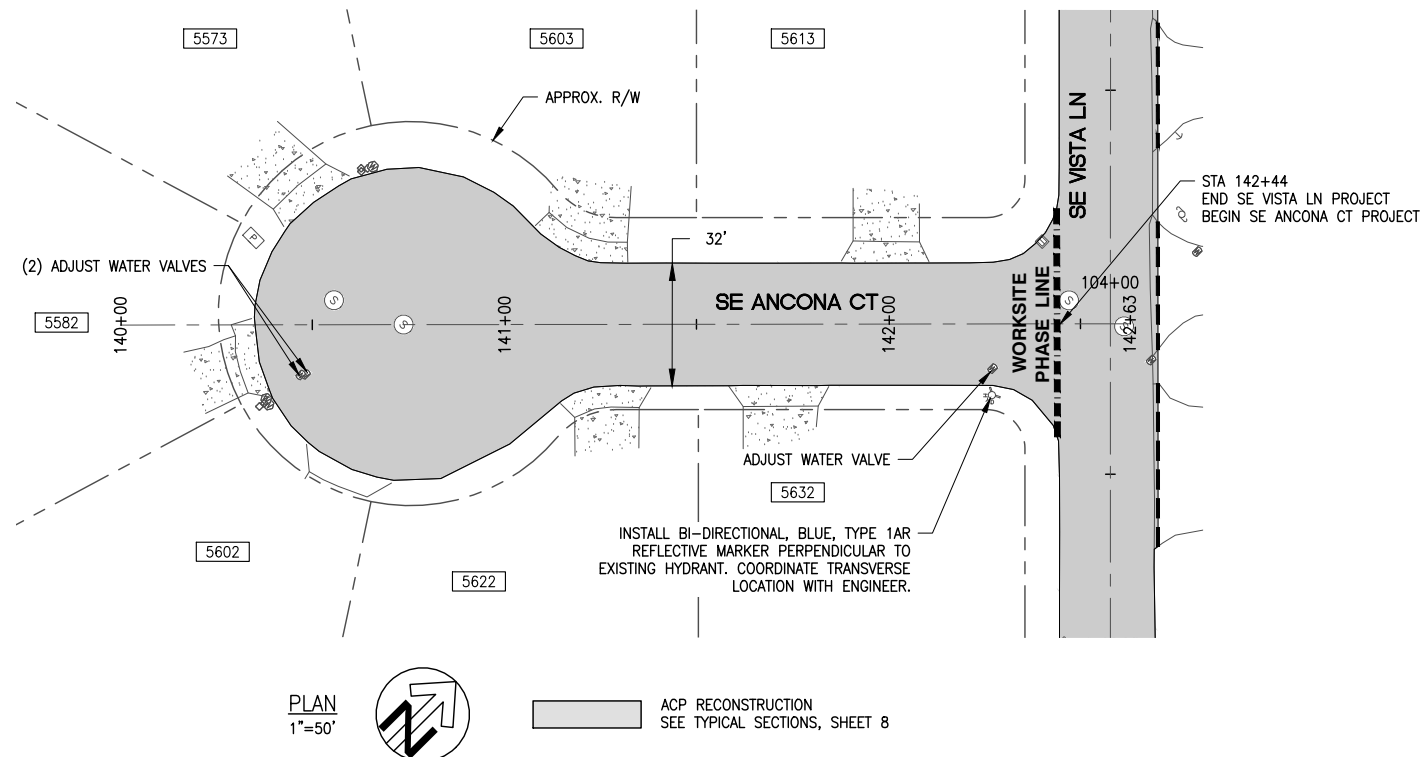
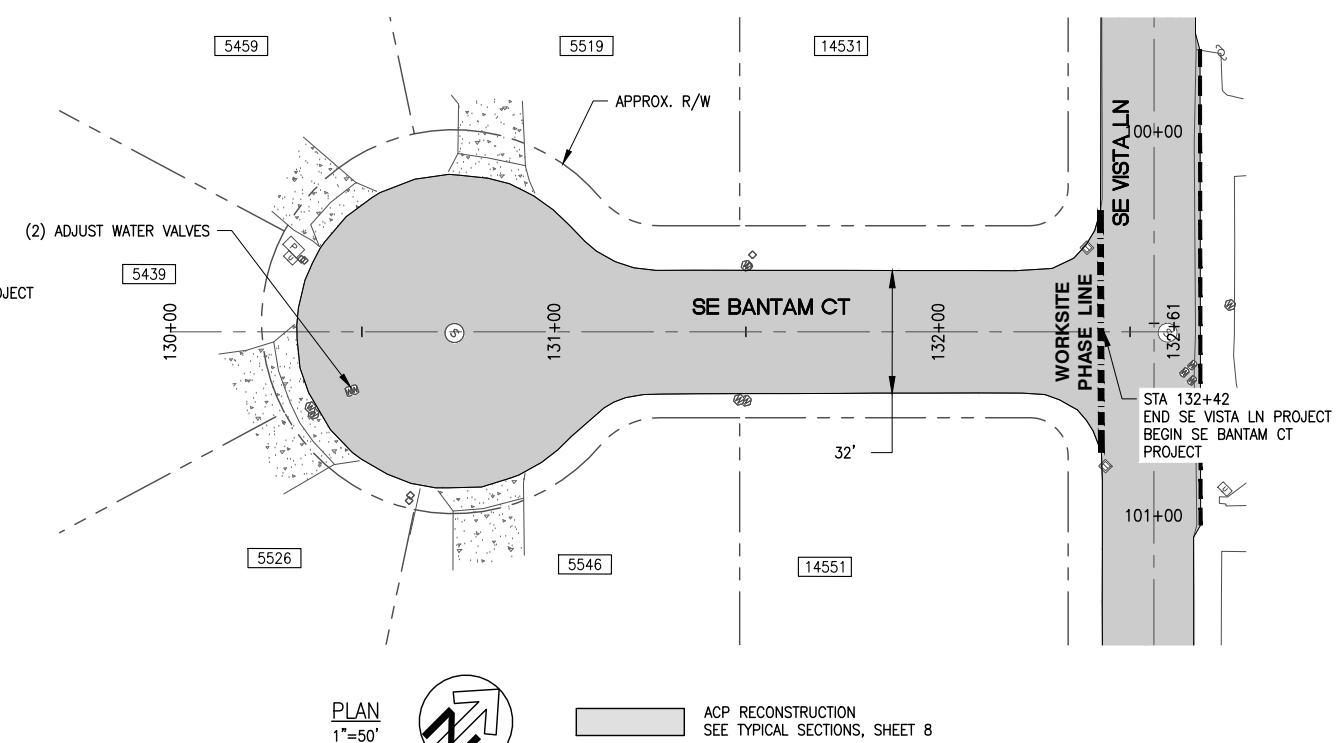
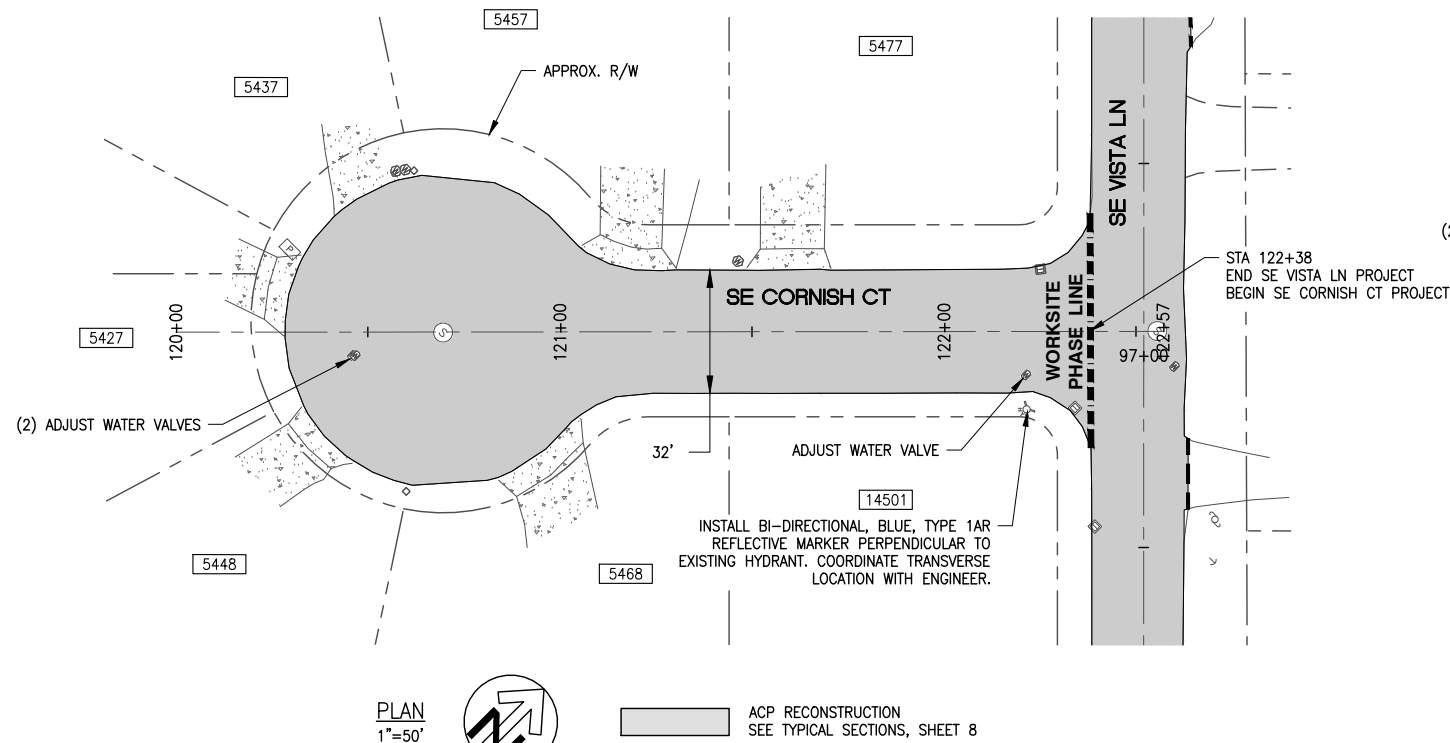
GENERAL UTILITY NOTES

1. PROTECT ALL SANITARY/STORM SEWER MANHOLES.
2. PROTECT AND ADJUST ALL SANITARY SEWER CLEANOUTS.
3. PROTECT ALL STORM SEWER CATCH BASINS/INLETS.
4. ADJUST VALVES TO FINISH GRADE WHERE SHOWN.



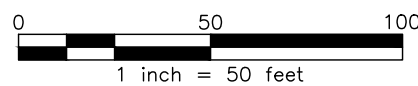
SE VISTA LANE PLAN II											
THIESSEN AREA 1 PAVING PACKAGE											
DATE: 04/2021 PROJECT NO.: CI-3-22309											
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045											
DAN JOHNSON DIRECTOR											
DESIGNED BY: WW DRAFTED BY: TB/CK CHECKED BY: DB	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left;">REVISIONS</th> </tr> </thead> <tbody> <tr> <td style="width: 10%;">NO.</td> <td style="width: 90%;">DATE:</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	REVISIONS		NO.	DATE:						
REVISIONS											
NO.	DATE:										
Sheet No. 11											

P:\15\1504A CLACKAMAS 2021 PAVING\500 DWG\501 PLAN SHEETS\501.2 THIESSEN & ARISTA PACKAGE\THIESSEN PACKAGE\6 PLAN.DWG 4/22/2021 12:12 PM



GENERAL UTILITY NOTES

1. PROTECT ALL SANITARY/STORM SEWER MANHOLES.
2. PROTECT AND ADJUST ALL SANITARY SEWER CLEANOUTS.
3. PROTECT ALL STORM SEWER CATCH BASINS/INLETS.
4. ADJUST VALVES TO FINISH GRADE WHERE SHOWN.



SE CORNISH/BANTAM/ANCONA CT PLAN	
THIESSEN AREA 1 PAVING PACKAGE	
DATE: 04/2021 PROJECT NO.: CI-3-22309	
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	DIRECTOR DAN JOHNSON
DESIGNED BY: WW	DRAFTED BY: TB/CK
CHECKED BY: DB	
REVISIONS	
NO.	DATE:
Sheet No. 12	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anchor Insurance and Surety, Inc 1201 SW 12th Ave. Ste. 500 Portland OR 97205	CONTACT NAME: Kim Lee PHONE (A/C. No. Ext): 503-224-2500 E-MAIL ADDRESS: klee@anchorias.com		FAX (A/C. No): 503-224-9830
	INSURER(S) AFFORDING COVERAGE		
INSURED Eagle Elsner, Inc. P. O. Box 23294 Tigard OR 97281	INSURER A : Charter Oak Fire Ins. Co.		NAIC # 25615
	INSURER B : Travelers Property Casualty Co. of America		25674
	INSURER C : SAIF Corporation		36196
	INSURER D : Travelers Indemnity Co.		25666
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 917851548

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA STOP GAP GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		DT-CO-1019R236-COF-21	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 JOBSITE POLLUTION \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		810-0N699992-21-26-G	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ POLLUTION \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-5J064957-21-26	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	810540	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	<input type="checkbox"/> INSTALLATION FLOATER <input type="checkbox"/> LEASED/RENTED EQUIPMENT			QT-660-8449L841-TIA-21	6/1/2021	6/1/2022	ANY ONE LOCATION 1,000,000 ANY ONE ITEM AGGRE 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and all other entities are additional insureds when specified by written contract. Coverage is primary & non-contributory and includes waiver of subrogation when required by written contract. All subject to the terms, conditions and exclusions of the policies. Endorsements attached: CG D2 46 04 19, CG D3 16 02 19, CG D2 11 01 04, CA T3 53 02 15, WC000313.

Umbrella Excess Liability goes over General Liability, Auto and Employers Liability.
 Contract #2021-47 Thiessen Area Paving

CERTIFICATE HOLDER**CANCELLATION**

Clackamas County Procurement
 2051 Kaen Road
 Oregon City, OR 97045

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured – Unnamed Subsidiaries
- B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability – Railroads
- F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a.** "Bodily injury" or "property damage" that occurs; or

- b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c.** Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a)** Immediately record the specifics of the claim or "suit" and the date received; and
 - (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

POLICY NUMBER:

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED IN A WRITTEN CONTRACT THAT IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project

General Aggregate(s):

**GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS.**

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
- 1.** A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
 - 2.** The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
- 3.** Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
- 4.** The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C.** Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B;** and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E.** For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none">A. BROAD FORM NAMED INSUREDB. BLANKET ADDITIONAL INSUREDC. EMPLOYEE HIRED AUTOD. EMPLOYEES AS INSUREDE. SUPPLEMENTARY PAYMENTS – INCREASED LIMITSF. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASISG. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none">H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMITI. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMITJ. PERSONAL PROPERTYK. AIRBAGSL. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSSM. BLANKET WAIVER OF SUBROGATIONN. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Carrier no: 20001

Endorsement no: WC000313

SAIF policy: 810540 Eagle-Elsner Inc

Waiver of Our Right to Recover from Others Endorsement

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Description: ALL OPERATIONS

Contractor name: Persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.

This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

The premium charge for this endorsement is based on one (1) percent of your manual premium.

Effective date: October 01, 2020

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned September 09, 2020 at Salem, Oregon



Kerry Barnett
President and Chief Executive Officer



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Murraysmith, Inc., for the Construction Engineering Support and Inspection Services for the 2021 Paving Packages Project

Purpose/Outcome	Execution of Contract # 4298 for engineering services for Construction Engineering Support and Inspection Services for the 2021 Paving Packages Project.
Dollar Amount and Fiscal Impact	Total contract value at \$214,217.00 until December 31, 2022
Funding Source	Road Fund and Community Road Fund
Duration	December 31, 2022
Previous Board Action/Review	07/27/21: Discussion item at issues
Strategic Plan Alignment	This contract will oversee projects that will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.
Counsel Review	AN July 15,2021
Procurement Review	Was this project processed through Procurement? Yes.
Contact Person	Jon Sparks, Engineering Technician 503-650-3235
Contract No.	#4298

Background:

The County has identified 3 paving projects, 2 of which are scheduled for the summer of 2021 (Arista Area Package and Thiessen Area Package) and one to occur winter 2021 and into the Spring and early Summer of 2022 (Webster Area Package). This contract will provide services for approximately 1.2 additional miles of roads and 4 reconstructed ADA ramps for the 2021 paving packages.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021. The County received two (2) Proposals: Murraysmith, Inc., and Emerio Design. An evaluation committee of three DTD personnel scored Murraysmith, Inc.'s proposal confirmed their capability of performance and ranking them the highest scored proposer.

Recommendation:

Staff respectfully recommends that the Board approve and execute the Engineering Support Services Contract with Murraysmith, Inc., for the Construction Engineering Support and Inspection Services for the 2021 Paving Packages Project.

Sincerely,

Jon Sparks

Jon Sparks
Engineering Technician

Placed on the BCC Agenda _____ by Procurement and Contract Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #4298**

This Personal Services Contract (this “Contract”) is entered into between **Murraysmith, Inc.**, (“Contractor” or “Consultant”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of The Department of Transportation and Development.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2022**.
- 2. Scope of Work.** Contractor shall provide the following personal services: RFP# 2021-34 Construction Engineering Support and Inspection Services for the 2021 Paving Packages (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Two Hundred Fourteen Thousand Two Hundred Seventeen dollars (\$214,217.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Jon Sparks at JSparks@clackamas.us

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. Contractor and County Contacts.

Contractor Administrator: Mark Warren Phone: 360-448-4230 Email: mark.warren@murrysmith.us	County Administrator: Jon Sparks Phone: 503-964-4522 Email: JSparks@clackamas.us
---	--

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

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. 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. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County 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. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. 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; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to 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.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

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

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

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent

upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. 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 made 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. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the County.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 28 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. 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 Article II, Sections 1, 7, 8, 13, 16 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.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, 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, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. 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.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Murraysmith, Inc.

Clackamas County



7/15/21

Authorized Signature

Date

Chair

Date

Ian Machan / Principal Engineer

Name / Title (Printed)

Recording Secretary

146807-14

Oregon Business Registry #

Approved as to Form:

07/19/2021

DBC/Oregon

Entity Type / State of Formation


County Counsel

Date

**EXHIBIT A
STATEMENT OF WORK**

SCOPE OF WORK CONSTRUCTION ENGINEERING SUPPORT SERVICES FOR 2021 PAVING PROJECTS CLACKAMAS COUNTY TRANSPORTATION MAINTENANCE DIVISION

Introduction

Murraysmith will provide project construction engineering support and construction inspection services related to three 2021 paving projects. The three projects are: 1) Thiessen Area Paving Package, 2) Arista Area Paving Package, and 3) Webster Area Paving Package.

Project Background, Understanding, and Purpose

The Clackamas County Department of Transportation has three primary paving projects scheduled for the 2021 season. Due to internal workforce shortages, the County is seeking a consultant to provide supplemental construction engineering support and construction inspection services for these projects. The three paving/ADA projects will be advertised as individual contracts in early 2021 with Summer-Fall 2021 construction anticipated and final paving for the Webster Area package in Summer 2022.

Scope of Services

This scope of work (SOW) addresses the services for project management and coordination, construction engineering, and construction inspection. Unless specifically noted under each task, deliverables will be provided in electronic format.

County Responsibilities

The County will be responsible for the following tasks and activities:

- Task 1 - Project Management & Coordination
 - Provide a Project Construction Manager responsible for project oversight and coordination between the County, Consultant, and Construction Contractors
 - Coordinate communication among County staff, organize comments on deliverables, and provide unified guidance/direction to the Consultant
 - Provide all construction management and administration duties, including but not limited to coordination with Construction Contractor, lead preconstruction and

progress meetings, assemble monthly progress estimates and payments, manage and file project quality and quantity documentation, provide quality assurance testing, and lead project close-out activities.

- Issue Notice to Proceed to the Contractor
- Lead construction coordination meetings
- Review the Consultant's daily construction inspection reports
- Review Consultant's Quantity Verification Forms
- Approve all work change directives, change order requests, pay estimates, and generate payments
- Lead all Contractor negotiations
- Attend walkthroughs as needed, specifically prior to Substantial Completion and Final Acceptance
- Perform any required quality assurance testing and documentation
- Task 2 – Construction Engineering Services
 - Coordinate with Consultant field staff on a regular basis

Task 1 – Thiessen Area Paving Package

Task 1.1 – Project Management & Coordination

Consultant will provide direction to Consultant field staff and coordinate project issues with the County. Consultant's Project Manager in charge of the work is Mark Warren, PE. Consultant will create and maintain project files related to Consultant deliverables. Project files will be available for review by County at Consultant's office or through access to SharePoint. This project is expected to be complete in approximately four (4) weeks in Summer 2021. Tasks will include:

- Lead Consultant project team
- Attend project precon meetings
- Review project schedule for staffing and resourcing
- Submit monthly invoices and progress reports

Deliverables and Schedule:

- Monthly invoices with progress reports and schedule (one or two invoices and progress reports assumed)

Task 1.2 – Construction Engineering Support Services

Consultant will provide a professional engineer licensed in the state of Oregon to review project submittals for conformance to the documents.

Consultant will provide construction engineering support service as follows:

- Review contractor asphalt mix design submittals

Deliverables and Schedule:

- Submittal Response

Assumption(s):

- One submittal for asphalt mix design

Task 1.3 – Construction Inspection Services

Consultant will provide field staff to perform construction inspection services, so that the project is constructed as intended per the design, referenced standards and specifications.

Consultant will provide daily construction inspection and documentation services as follows:

- Routine communication with County Project Manager
- On-site inspection by ODOT certified inspectors during active construction
- Daily General Progress Reports and photographs
- Quantity Verification Forms
- Punch List walk-thru and follow-up
- Substantial Completion walk-thru and follow-up

Assumption(s):

- Four weeks of active construction (5 days/week, 12 hours/day). Two inspectors assumed.

Deliverable(s):

- Construction inspection reports
- Quantity Verification Forms
- Photos
- Draft and final punch lists

Task 2 – Arista Area Paving Package

Task 2.1 – Project Management & Coordination

Consultant will provide direction to Consultant field staff and coordinate project issues with the County. Consultant's Project Manager in charge of the work is Mark Warren, PE. Consultant will create and maintain project files related to Consultant deliverables. Project files will be available for review by County at Consultant's office or through access to SharePoint. This project is expected to be complete in approximately three (3) weeks in Summer 2021. Tasks will include:

- Lead Consultant project team
- Attend project precon meetings
- Review project schedule for staffing and resourcing
- Submit monthly invoices and progress reports

Deliverables and Schedule:

- Monthly invoices with progress reports and schedule (one or two invoices and progress reports assumed)

Task 2.2 – Construction Engineering Support Services

Consultant will provide a professional engineer licensed in the state of Oregon to review project submittals for conformance to the documents.

Consultant will provide construction engineering support service as follows:

- Review contractor asphalt mix design submittals
- Review contractor Erosion and Sediment Control Plan (ESCP)

Deliverables and Schedule:

- Submittal Responses

Assumption(s):

- One submittal for asphalt mix design
- One submittal for ESCP

Task 2.3 – Construction Inspection Services

Consultant will provide field staff to perform construction inspection services, so that the project is constructed as intended per the design, referenced standards and specifications.

Consultant will provide daily construction inspection and documentation services as follows:

- Routine communication with County Project Manager
- On-site inspection by ODOT certified inspectors during active construction
- Daily General Progress Reports and photographs
- Quantity Verification Forms
- Punch List walk-thru and follow-up
- Substantial Completion walk-thru and follow-up

Assumption(s):

- Three weeks of active construction (5 days/week, 12 hours/day). Two inspectors assumed.

Deliverable(s):

- Construction inspection reports
- Quantity Verification Forms
- Photos
- Draft and final punch lists

Task 3 – Webster Area Paving Package

Tasks 3.1 and 3.4 – Project Management & Coordination

Consultant will provide direction to Consultant field staff and coordinate project issues with the County. Consultant's Project Manager in charge of the work is Mark Warren, PE. Consultant will create and maintain project files related to Consultant deliverables. Project files will be available for review by County at Consultant's office or through access to SharePoint. This project is expected to be complete in approximately six (6) weeks in Fall 2021 and Spring/Summer 2022. Tasks will include:

- Lead Consultant project team
- Attend project precon meetings
- Review project schedule for staffing and resourcing
- Submit monthly invoices and progress reports

Deliverables and Schedule:

- Monthly invoices with progress reports and schedule (two invoices and progress reports assumed)

Tasks 3.2 and 3.5 – Construction Engineering Support Services

Consultant will provide a professional engineer licensed in the state of Oregon to review project submittals for conformance to the documents.

Consultant will provide construction engineering support service as follows:

- Review contractor asphalt and concrete mix design submittals
- Review contractor ADA working drawing submittals

Deliverables and Schedule:

- Submittal Response

Assumption(s):

- One submittal for asphalt mix design
- One submittal for ADA working drawings

Task 3.3 and 3.6 – Construction Inspection Services

Consultant will provide field staff to perform construction inspection services, so that the project is constructed as intended per the design, referenced standards and specifications.

Consultant will provide daily construction inspection and documentation services as follows:

- Routine communication with County Project Manager
- ADA design grade review
- On-site inspection by ODOT certified inspectors during active construction
- Daily General Progress Reports and photographs
- Quantity Verification Forms
- Punch List walk-thru and follow-up
- Substantial Completion walk-thru and follow-up

Assumption(s):

- Two weeks of active construction for ADA construction (5 days/week, 10 hours/day, one inspector assumed) and four weeks of active construction for paving (5 days/week, 12 hours/day, two inspectors assumed).

Deliverable(s):

- Construction inspection reports
- Quantity Verification Forms
- Photos
- Draft and final punch lists

Budget

Payment will be made at the billing rates for personnel working directly on the project plus Direct Expenses incurred. Consultant proposes to perform this work on a time and expenses basis with a total not to exceed amount of \$214,217 in accordance with the attached Fee Estimate. For budgeting purposes, the project is assumed to be complete 70% in 2021 and the remaining 30% in 2022.

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Inspector Vehicles	\$750/inspector/month
Mileage (non-inspectors)	\$0.56/mile

Project Schedule

We anticipate the project will be delivered according to the task durations identified above and the construction services will be completed by December 31, 2022.

**EXHIBIT B
FEE SCHEDULE**

CONSTRUCTION ENGINEERING SUPPORT SERVICES FOR 2021 PAVING PROJECTS
CLACKAMAS COUNTY
JUNE 2021

	Construction Manager V	Inspector IV	Inspector III	Technician II	Administrative II	Hours	Labor	Expenses	Total
Average Billing Rate Estimated per Classification/Staff	\$188	\$145	\$129	\$120	\$101				
Staff Name	\$191	\$147	\$131	\$122	\$103				
Task 1 - Thiessen Area Paving Package									
Task 1.1 - Project Management & Coordination	10			6	2	18	\$ 2,844	\$ -	\$ 2,844
Task 1.2 - Construction Engineering Support Services	2					2	\$ 382	\$ -	\$ 382
Task 1.3 - Construction Inspection Services		240	240			480	\$ 66,746	\$ 1,500	\$ 68,246
Task 1 Subtotal	12	240	240	6	2	500	\$ 69,972	\$ 1,500	\$ 71,472
Task 2 - Arista Area Paving Package									
Task 2.1 - Project Management & Coordination	10			6	2	18	\$ 2,844	\$ -	\$ 2,844
Task 2.2 - Construction Engineering Support Services	4					4	\$ 763	\$ -	\$ 763
Task 2.3 - Construction Inspection Services		180	180			360	\$ 50,060	\$ 1,500	\$ 51,560
Task 2 Subtotal	14	180	180	6	2	382	\$ 53,667	\$ 1,500	\$ 55,167
Task 3 - Webster Area Paving Package									
Task 3.1 - Project Management & Coordination (Paving)	6			4	1	11	\$ 1,735	\$ -	\$ 1,735
Task 3.2 - Construction Engineering Support Services (Paving)	2					2	\$ 382	\$ -	\$ 382
Task 3.3 - Construction Inspection Services (Paving)		240	240			480	\$ 66,746	\$ 750	\$ 67,496
Task 3.4 - Project Management & Coordination (ADA)	6			4	1	11	\$ 1,735	\$ -	\$ 1,735
Task 3.5 - Construction Engineering Support Services (ADA)	4					4	\$ 763	\$ -	\$ 763
Task 3.6 - Construction Inspection Services (ADA)		100				100	\$ 14,718	\$ 750	\$ 15,468
Task 3 Subtotal	18	340	240	8	2	608	\$ 86,078	\$ 1,500	\$ 87,578
TOTAL - ALL TASKS	44	760	660	20	6	1490	\$ 209,717	\$ 4,500	\$ 214,217

Draft

Approval of Previous Business Meeting

Minutes:

July 15, 2021

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, July 15, 2021 – 10:00 AM

Virtual Meeting via Zoom and in Person

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

EXCUSED: Commissioner Martha Schrader

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Daniel Nibour spoke about the wildfires

~Board Discussion~

Chair Smith: I will now announce the Board will Recess as the Board of County Commissioners and Convene as Housing Authority Board for the consent agenda. (Gavel)

- I. HOUSING AUTHORITY CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>
1. Approval of Resolution No 1956 Authorizing the Housing Authority's Submittal of a Section 18 Demolition and Disposition Application for Hillside Park Public Housing Complex. Estimated cost of \$600,000 through HUD Section 18. No County General Funds are involved.
 2. Requesting Approval to Execute an Intergovernmental Agreement between Health, Housing and Human Services Department and the Housing Authority of Clackamas County to fund the Cost of Administering the Supportive Housing Services Program. Funding through Metro Measure 26-210 – Supportive Housing Services Fund.
 3. Approval of Amendment #1 to the Intergovernmental Agreement between the Housing Authority of Clackamas County and Social Services for a Case Manager for Housing our Families Program. Adds \$36,690 for a total contract of \$110,070 over a period of one year and six months. Funded through HACC Local Project Funds. No County General Funds are involved.

Read Consent Agenda

Commissioner Shull: I move for approval of the content agenda.

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Shull: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Smith: Aye.–the motion carries 4-0

Chair Smith: I will now announce the Board will adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the next few items. (Gavel)

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

1. Second Reading of Board Order Planning for Summer Congestion Around Barton and Carver Parks (Scott Ciecko, County Counsel)

Opened Public Hearing

No public comment

Closed Public Comment

Commissioner Fischer: I move we read the Ordinance by title only.

Commissioner Schull: Second

Clerk called the Poll

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye.–the motion carries 4-0

Clerk read item by title only

Commissioner Fischer: I move we approve Ordinance No 03-2021 amending Appendix B, Fines, of the Clackamas County Code and declaring an emergency.

Commissioner Savas: Second

Clerk called the Poll

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Smith: Aye.–the motion carries 4-0

2. Second Reading of an Ordinance Amending Chapter 8.03 of the Clackamas County Code – Secondhand Dealers (Scott Ciecko, County Counsel)

~Board Discussion~

SF would like to amend the item right now

~Board Discussion~

Opened Public Hearing

In Person:

1. Hal Hallmark – Milwaukie – Second Hand Dealer Ordinance

Zoom:

1. Josh Hamblin - Clackamas County - CCSO proposed change to require 2nd hand dealers to take photographs of each item of regulated property to leads online.

Closed Public Comment

~Board Discussion~

Commissioner Fischer: I move we postpone this to a 3rd reading on July 29th at 10:00 AM.

Commissioner Savas: Second

Clerk called the Poll

Commissioner Shull: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Smith: Aye.–the motion carries 4-0

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

A. Health, Housing and Human Services

1. Approval of Interagency Subrecipient Agreement with Friends of the Estacada Community Center to Provide Social Services for Clackamas County Residents. Maximum agreement of \$156,647, funded through Social Services agreements with Oregon Department of Human Services and transportation agreements with TriMet and Ride Connection, Inc. No County General Funds are involved. – SS
2. Approval of Intergovernmental Agreement #159475, Amendment 03 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provisio of the Oregon Money Management Program in Clackamas County. \$650,832.49 funded through State General Funds, designated for the Oregon Money Management Program. No County General Funds are involved. - SS
3. Approval of Intergovernmental Subrecipient Agreement with City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents. Maximum agreement of \$118,410, funded through the Oregon Department of Human Services, Older American Act. No County General Funds are involved. - SS
4. Approval of Intergovernmental Subrecipient Agreement with Legal Aid Services of Oregon to Provide Housing Rights and Referral and Legal Assistance for Clackamas County Residents. Maximum agreement of \$81,197 funded through Community Development Block Grant and Older American Act. No County General Funds are involved. - SS
5. Approval of Intergovernmental Subrecipient Agreement with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents. Maximum agreement of \$56,058 funded through Older American Act and Ride Connection pass-through funds. No County General Funds are involved. - SS
6. Approval of Intergovernmental Subrecipient Agreement with Senior Citizen Council of Clackamas County to Provide Social Services for Residents of Clackamas County. Maximum agreement of \$160,784 funded through Older American Act and General Funds. - SS
7. Requesting Approval to Execute an Intergovernmental Agreement between Health, Housing and Human Services Department and the Housing Authority of Clackamas County to fund the Cost of Administering the Supportive Housing Services Program. Funding through Metro Measure 26-210 – Supportive Housing Services Fund. - Admin
8. Approval of the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County. Maximum contract of \$2,799,273 funded through the State of Oregon. No County General Funds are involved. - PH
9. Approval for an Intergovernmental Agreement with Sandy Fire District for Medical Direction. Maximum contract of \$7,350 funded through Emergency Medical Services Coordination. No County General Funds are involved. PH
10. Approval of a Local Subrecipient Grant Agreement #2 with Metropolitan Family Services to Continue to Provide Kindergarten Readiness Partnership and Innovation Services. Amendment adds \$35,423 for a maximum value of \$168,718 and it is funded through the Oregon Department of Education and Oregon State University Success Act Funds. No County General Funds are involved. - CFCC
11. Approval of a Subrecipient Grant Amendment #3 with Oregon City Together for Youth Marijuana and Substance Abuse Prevention Efforts in Clackamas County. Amendment adds \$30,000 for a maximum of \$120,000, extending it through June 30, 22 and is funded through Marijuana Tax Revenue. No County General Funds are involved. - CFCC
12. Approval of a Subrecipient Grant Amendment #3 with Oregon Impact for Youth Marijuana and Substance Prevention Efforts in Clackamas County. Amendment adds \$30,000 for a maximum of \$120,000, extending it through June 30, 22 and is funded through Marijuana Tax Revenue. No County General Funds are involved. - CFCC

13. Approval of a Cooperation Agreement between Clackamas County and Next Steps Strategies, Incorporated, for Acquisition of Property. Clackamas County will cover \$240,000 through Community Development Block Grants and Next Steps will cover \$170,000 for a total purchase price of \$410,000. No County General Funds are involved. – CD
14. Approval of Amendment #03 to Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery and Prevention Services, and Problem Gambling Programs. Amendment adds \$340,347 for a maximum of \$9,086,559.18, funded through Oregon Health Authority. No County General Funds are involved. – BH
15. Approval of an Amendment #2 with Do Good Multnomah to Extend Veterans Village Services. \$315,009 funded through County General Funds.

B. Department of Transportation and Development

1. A Board Order Adopting the Vacation of a Portion of Johnson Rd, Co. Rd No. 1374. Application and processing fee received into Road Fund.
2. Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the Canby Ferry ITS Project and Authorizing Good Faith Negotiations and Condemnation Actions. right of way budget for the project is estimated to be \$63,000.00, Project Total \$889,024.00, County Road Fund and Federal Ferry Boat Discretionary Funds

C. Business and Community Services

1. Approval of Amendment #3 of the MOU between Business and Community Services and Hoodland Women’s Club to Extend Time to Transfer Properties to a Local Park District upon its Formation. This extension will not have a financial impact. No County General Funds are involved.

Commissioner Shull: I move we postpone this to a 3rd reading on July 29th at 10:00 AM.

Commissioner Savas: Second

Clerk called the Poll

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye.–the motion carries 4-0

Chair Smith: Announce the Board will recess as Board of County Commissioners and - convene as the Board of Water Environment Services for the consent agenda

IV. WATER ENVIRONMENT SERVICES CONSENT AGENDA

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

1. Approval to Terminating an Agreement with Park Place Development, Inc., Park Place Development, Inc., and Water Environment Services.

Commissioner Savas: I move for Approval of the Water Environment Services consent agenda.

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Smith: Aye.–the motion carries 4-0

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

Opened Public Hearing

In Person:

- 1. Les Poole – Gladstone – Emergency Services and Wildfires, Commissioner Fischer and campaign funding;

~Board Discussion~

Zoom:

- 1. Cris Waller – Milwaukie - Poverty in Clackamas County
- 2. Bill Wehr - Damascus – Public Policy and resolution;
- 3. Christine Kennedy – Lake Oswego - Covid vaccination rates in Clackamas County
- 4. **Loretta Callahan – Oak Grove – Commissioner Shull’s Liaison Assignments – Did not appear**

Closed Public Hearing

VI. COUNTY ADMINISTRATOR UPDATE <https://www.clackamas.us/meetings/bcc/business>

The following item was signed in accordance with Clackamas County [Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Disaster Management Signed by Gary Schmidt – 7-12-2021 Request for Ratification by the BCC At the 7-15-2021 Business meeting.	Under the COVID-19 emergency declaration, I signed a contract on your behalf on Friday, July 9, 2021. It is for Disaster Management. It is a Memorandum of Agreement, facility use agreement, between Clackamas County and Theophilus Church in Milwaukie to provide COVID-19 indoor vaccination clinics. There is no monetary value other than the County will pay for an expenses to ensure facilities are returned to pre-use conditions. If so, CARES Act funding will be used. No General Funds are involved.

Commissioner Savas: I move to ratify.
 Commissioner Shull: Second
 Clerk called the Poll
 Commissioner Fischer: Aye.
 Commissioner Shull: Aye.
 Commissioner Savas: Aye.
 Chair Smith: Aye.–the motion carries 4-0

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

Adjourned 11:20 AM



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

July 20th, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement between Clackamas County Behalf of the Clackamas County Sheriff's Office and the United States, acting by and through the Department of Homeland Security, Seattle Field Office for the use of the Public Safety Training Center (PSTC) Complex

Purpose/Outcome	Approval of the IGA will continue the DHS's current utilization of the PSTC range and classrooms and create a billing mechanism to capture rental income.
Dollar Amount and Fiscal Impact	Estimated \$50,000 annually, billed to the Department of Homeland Security- Seattle Field Office based upon actual cost as outlined in County Code Appendix A - Fee
Funding Source	Revenue
Duration	Current through June 30 th , 2026
Previous Board Action/Review	None
Strategic Plan Alignment	Furthers the County's focus towards keeping our residents safe, healthy, and secure
Counsel Review	Andrew Naylor 6/23/21
Procurement Review	Item is an IGA
Contact Person	Ryan Brown, CCSO PSTC Manager 503.785.8039
Contract No.	None

BACKGROUND:

Department of Homeland Security- Seattle Field Office has been utilizing PSTC room assets (shooting range/classrooms) for the better part of a year. DHS is one of 10 federal law enforcement agencies that currently utilize PSTC room assets for training purposes, of which all others pay CCSO for their utilization. In formalizing this agreement, PSTC can begin collecting revenues from DHS in perpetuity. These revenues are significant to PSTC's cost-recovery model, and this agreement embodies our charter of promoting safe communities and policing outcomes through training excellence in our region.

RECOMMENDATION: The Sheriff's Office respectfully requests that the Board of County Commissioners approves this intergovernmental agreement between Clackamas County by and through its Sheriff's Office and the United States, acting by and through the Department of Homeland Security, Seattle Field Office
Respectfully submitted,

Angela Brandenburg
Sheriff

INTERGOVERNMENTAL AGREEMENT

Between Clackamas County on Behalf of the Clackamas County Sheriff's Office

and

DEPARTMENT OF HOMELAND SECURITY-SEATTLE FIELD OFFICE

For Use of Public Safety Training Center - Bowman Training Complex

This intergovernmental agreement ("Agreement") is entered into as of the 1st day of July 2021 by and between Clackamas County ("County"), a political subdivision of the State of Oregon, by and through its Sheriff's Office ("CCSO"), and the Department of Homeland Security, Seattle Field Office ("Agency"). This Agreement is authorized pursuant to ORS 190 *et. seq.* and becomes effective upon full execution by the parties.

RECITALS

Whereas, ORS 190 *et. seq.* authorizes County, a local unit of government, and Agency, a local, state, or federal agency, to enter into this Agreement for the performance of any and all activities that a party to the Agreement has authority to perform;

Whereas, County owns, and the Clackamas County Sheriff's Office operates the Public Safety Training Center (PSTC) Complex ("Complex"), which includes the Bowman Building, located at 12700 SE 82nd Ave Clackamas, OR 97015;

Whereas the Complex is an ideal facility for various law enforcement training activities and exercises;

Whereas Agency wishes to utilize the Complex, obtain training from CCSO staff, purchase ammunition for use at the PSTC Bowman Training Complex shooting range, or otherwise utilize the Complex for uses approved by the Sheriff's Office;

IGA Between Clackamas County and Seattle, Portland Office, Cont'd

NOW THEREFORE, pursuant to ORS 190.003 *et. seq.*, and for good and valuable consideration, the receipt of which is hereby acknowledged, County and Agency agree as follows:

- 1. Term:** this Agreement shall remain in effect until June 30th , 2026 or until terminated by one or more of the parties hereto.

- 2. Scope:** Subject to the terms and conditions of this agreement, Agency may use the Complex for law enforcement education, training, and development purposes.

- 3. Consideration:** Agency shall compensate County for use of the Complex pursuant to the County's then-current fees and rate schedule. It is Agency's responsibility to inquire as to the current fee and rate schedule prior to using the Complex. County shall provide Agency an invoice for all amounts due and owing for use of the Complex. Agency shall pay all invoices within sixty (60) days upon issuance by the County. If an invoice is not timely paid, Agency will be charged a late fee of ten percent (10%) of the unpaid invoice amount. If Agency fails pay an invoice, together with the late fee, within ninety (90) days from the date the County originally issued the invoice, Agency shall be prohibited from using the Complex unless and until all unpaid amounts have been paid to the County.

- 4. County/CCSO Responsibilities:** County agrees to the following:
 - a. County shall provide secure facility to conduct law enforcement training.
 - b. County/CCSO will maintain the Complex in a clean and functional manner, consistent with the general maintenance and care of other County facilities.
 - i. CCSO must make their Health and Safety inspections available to Agency for review upon written request.
 - c. CCSO will make available the Complex, including its classrooms, training rooms, and shooting range, to Agency subject to the terms and conditions of this Agreement.
 - d. CCSO will provide space for Agency to conduct training of its employees that may consist of 4 or 8 consecutive hours, Monday thru Friday between the hours of 7:00AM - 8:00 PM.

- 5. Agency Responsibilities:**
 - a. Agency shall ensure timely arrival and departure from the Complex in accordance with an approved reservation.
 - b. Agency shall ensure use of the Complex is limited only to those activities approved by the CCSO.
 - c. Agency will return any portion of the Complex used by the Agency to its original, clean condition.

IGA Between Clackamas County and Seattle, Portland Office, Cont'd

- d. Agency shall promptly report to CCSO any incident caused by Agency and resulting in injury or property damage to or within the Complex.
 - e. This Agreement constitutes Agency's "assumption of risk" (see section 13) for all officers during sponsored Agency training and exempts individual officers from signing individual forms while utilizing County facilities during official Agency training.
 - f. Agency shall timely pay any invoice for use of the Complex.
 - g. Agency shall complete all trainings, instructions, or certifications required by CCSO prior to use of the Complex.
 - h. Agency shall, upon request by the County/CCSO, immediately cease use and vacate the Complex if the County determines, in its sole discretion, that Agency's use of the Complex conflicts with County's intended use of the Complex.
 - i. Agency will provide all ammunition to employees for practice both on and off-duty in order to maintain compliance with ICE Firearms and Use of Force Policy, dated November 8, 2019, Chapter 8, ICE-issues/Approved Ammunition, Section B)1i:
 - "Authorized Officers may only use ICE-issued ammunition for their ICE firearms even when off duty."
 - j. Agency shall comply with all other terms and conditions of this Agreement.
- 6. Reservations and Conflicting Use:** Agency's use of the Complex is conditioned upon submission of a timely, written reservation identifying the dates, times, and intended use of the Complex. Agency shall pay a reservation fee in the amount set forth in the County's then-current fees and rate schedule. It is Agency's responsibility to inquire as to the current fee and rate schedule prior to making a reservation. All reservations shall be for a minimum of 4 hours of use unless CCSO consents, in writing, to a lesser period. For reservations cancelled between seven (7) days and four (4) weeks prior to the intended date of use, Agency shall pay 50% of the reservation fee. For reservations cancelled less than seven (7) days before the date of intended use, Agency shall pay the full reservation fee. If Agency intends to use the Complex's shooting range, Agency shall notify CCSO of its intent to purchase ammunition as part of its written reservation. Agency shall, to the maximum extent possible, submit a written reservation request at least one (1) month in advance of the intended use.

Notwithstanding any other provision of this Agreement, the undersigned parties expressly agree and acknowledge that Agency's use of the Complex is subordinate and subject to CCSO use of the Complex. Agency may not use the Complex if such use conflicts with the CCSO use of the Complex. The County/CCSO may, for any reason and in County/CCSO's sole discretion, deny

IGA Between Clackamas County and Seattle, Portland Office, Cont'd

Agency's requested use of the Complex, or revoke and rescind a previously authorized use of the Complex.

- 7. Afterhours Access:** CCSO may, its sole discretion, permit Agency access to the Complex outside of normal business hours, including weekends and holidays. Agency's access to the Complex outside of normal business hours is subject to, and contingent upon, Agency's successful completion of any and all trainings, instructions, or certifications CCSO determines, in its sole discretion, are required to permit such access. CSSO may condition Agency's access to the Complex outside of normal business hours upon Agency's acceptance of any additional terms and conditions CCSO determines, in its sole discretion, may be required to permit such access.
- 8. Condition of PSTC Bowman Complex:** County makes no representations or warranties, express or implied, as to the condition of the Complex or its fitness for any particular use by Agency.
- 9. Cleaning and Repair Costs:** Prior to leaving the Complex, Agency will return any portion of the Complex used by the Agency to its original, clean condition. Agency shall be responsible for any cleaning, repair, or remediation costs arising from or related to Agency's use of the Complex. County shall provide Agency an invoice for any cleaning, repair, or remediation costs incurred by County as a result of Agency's use of the Complex. Agency shall pay all invoices within sixty (60) days upon issuance by the County. If an invoice is not timely paid, Agency will be charged a late fee of ten percent (10%) of the unpaid invoice amount. If Agency fails pay an invoice, together with the late fee, within ninety (90) days from the date the County originally issued the invoice, Agency shall be prohibited from using the Complex unless and until all unpaid amounts have been paid to the County.
- 10. Gun Handling.** Gun handling or other use outside of the Complex's shooting range is not permitted. All guns must be holstered, cased, or slung muzzle-down when transferred from the parking lot into the Complex.
- 11. Targets and Shooting Lane Use.** When using the Complex's shooting range, targets should be placed at the appropriate height and orientation to avoid shooting the ground, ceiling, or carrier components. Whenever possible, shooting lanes near the walls should not be used to avoid wall strikes.
- 12. Compliance with Applicable Law.** Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to Agency's use of the Complex.

IGA Between Clackamas County and Seattle, Portland Office, Cont'd

13. Express Assumption of Risk.

By signing this agreement, Agency appreciates the risks involved in Agency's use of the Complex and hereby expressly assumes any and all risks arising out of or relating to Agency's use of the Complex. Agency acknowledges the United States is liable for the negligent or wrongful acts or omissions of its agents and employees while action within the scope of their employment as permitted by the Federal Tort Claims Act, 28 U.S.C. Sections 1346(b), 2401-2416.

IGA Between Clackamas County and Seattle, Portland Office, Cont'd

14. Liability.

The parties agree that each party is responsible for the negligent or wrongful acts and omissions of its employees.

In addition, the parties agree that, should a claim arise involving the negligent or wrongful act or omission of an Agency employee in the scope of his employment, Agency shall be responsible for the investigation and disposition of said claim in accordance with the federal tort claims act (FTCA), Title 28, United States Code, Sections 1346(b), 2401(b) and 2671 -80. The United States, Agency, and Agency' s employees shall be liable only to the extent permitted by the federal tort claims act. The CCSO agrees to notify Agency of any administrative claim arising out of an activity conducted pursuant to this memorandum of understanding. Nothing in this paragraph prevents any party from conducting an independent administrative review or the incident giving rise to the claim;

IGA Between Clackamas County and Seattle Field Office, Portland Office,

however, final disposition of the claim will be handled as provided herein. Both parties agree to cooperate fully with one another in the event of an official investigation arising from alleged negligence or misconduct arising from acts related to the use of the Complex.

CCSO, its agents, employees, program attendees and instructors shall not be responsible for any loss of any property or equipment belonging to Agency.

Nothing herein should be construed as supplanting any applicable statute, rule, or regulation.

Agency, as part of ICE, is a component of DHS and as such, it is a self-insured entity supported by the U.S. Government. The Federal Tort Claims Act, Title 28, U.S.C., Sections 1346. et seq., provides the sole means through which the U.S.

Government resolves all issues of liability for the loss or destruction of property or personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the government while acting within the scope of his or her offices or employment. If CCSO, its personnel, patients, or other third parties suffer damage to or loss of property, personal injury, or death caused by the negligent or wrongful acts or omissions of Agency while they are acting within the scope of their offices or employment as part of Seattle Field Office, and wish to submit a claim under the FTCA, they must file a completed Form SF-95, and they or their estate will contact Seattle Field Office for information on how to do so.

15. Termination. This Agreement may be terminated as follows:

- a. Termination for Convenience. This Agreement may be terminated at any time by mutual consent of the parties, or by County/CCSO for convenience upon thirty (30) days written notice to Agency.
- b. Termination for Cause. Either Agency or County/CCSO may terminate this Agreement at any time if that party (the “terminating Party”) has determined, in its sole discretion, that the other party has failed to comply with the conditions of this Agreement and is therefore in default (the “defaulting Party”). The terminating Party shall promptly notify the defaulting Party in writing of that determination and document such default as outlined herein. The defaulting Party shall have 30 days to cure the default described by the terminating Party. If the defaulting Party fails to cure the default within such 30-day period, then this Agreement shall terminate 10 days following the expiration of such 30-day period.

IGA Between Clackamas County and Seattle Field Office, Portland Office,

- 16. Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it, will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim, action, or suit that arises out of or relates to the performance of this Agreement 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 must 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.
- 17. Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.
- 18. Integration.** This Agreement contains the entire agreement between County/CCSO and Agency and supersedes all prior written or oral discussions or agreements.
- 19. Amendments.** County and Agency may amend this Agreement at any time. No amendment shall bind either party unless in writing and signed by all parties. Any such amendment shall be effective only in the specific instance and for the specific purpose given.
- 20. Waiver.** Failure of County to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce any other provision of this Agreement. Waiver of any default under this Agreement by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.
- 21. Debt Limitation.** 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. Any provisions herein which would conflict with law are deemed inoperative to that extent.

IGA Between Clackamas County and Seattle Field Office, Portland Office,

22. No Third-Party Beneficiaries. County and Agency are the only parties to the Agreement and are the only parties entitled to enforce its terms. Nothing in the Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Agreement.

23. Assignment. Agency shall not assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from County which shall be granted or denied in County’s sole and absolute discretion. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

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

25. Notifications. All notices required under this Agreement, including scheduling and reservations requests and related issues, are to be made as follows:

City of Clackamas:	Agency:
Training Division Clackamas County Sheriff’s Office 12700 SE 82 nd Ave Clackamas, OR 97015	Seattle Field Office Portland, OR Office
and	and
Clackamas City Attorney’s Office 12345 Avenue, Clackamas, OR 97015	Office of Acquisition Management Detention Compliance & Removals – Laguna 24000 Avila Road, Suite 3104 Laguna Niguel, CA 92677

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

Clackamas County

Department of Homeland Security

By: _____ Date _____
Title: _____

By: **Natasha Nguyen** Date _____
Title: **Contracting Officer**

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



John D. Wentworth, Clackamas County District Attorney

807 Main Street, Oregon City, Oregon 97045
P: 503.655.8431 | F: 503.650.8943 | districtattorney@clackamas.us

July 13, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply for
2021-2023 Victims of Crime Act & Criminal Fine Account Non-Competitive Program Grant for Prosecutor
Based Victim Program Grant

Purpose/Outcomes	The purpose of this non-competitive grant is to maintain advocacy services mandated by the Oregon Victim Rights laws to all victims of all crimes through the VOCA Non-Competitive and Criminal Fines Account Grants.
Dollar Amount and Fiscal Impact	<ol style="list-style-type: none"> 1. 2021-2023 VOCA Non-Competitive Program October 1, 2021 – September 30, 2023: \$1,023,466.00 2. 2019-2021 CFA Non-Competitive Program October 1, 2021 – September 30, 2023: \$369,136.00 <p><i>* Above two Grants applied with one application through Oregon DOJ.</i> Grant revenue will be used to continue funding the Personnel Service costs for 7.72 FTE Victim Advocates. The VOCA NC grant requires a 25% in-kind match of \$255,866.50 that will be met with Volunteer Victim Advocate hours, as it has in the past. The CFA NC grant does not require a match.</p>
Funding Source	The Oregon Department of Justice Crime Victim's Services Division (CVSD) is the State Administrative Agency for the Victims of Crime Act (VOCA) grant programs as authorized by ORS 147.231. Beginning in 2015 the Oregon Department of Justice (DOJ) Crime Victim Services Division has combined the VOCA-NC and CFA into one grant application.
Duration	Effective October 1, 2021 - September 30, 2023
Previous Board Action/Review	The Clackamas County Board of County Commissioners previously approved the VOCA/CFA-2019-ClackamasCo.DAVAP-00008 (Agenda Item #B.2) on January 30, 2020.
Strategic Plan Alignment	Activities and expenses will support & enhance services to victims of crime. These efforts will be to (1) respond to the emotional needs of crime victims, (2) assist victims to stabilize their lives after a victimization, (3) assist victims to understand/participate in the Criminal Justice System while invoking their statutory Victim Rights, and (4) provide victims with a measure of safety and security while restoring a violence free life.
Contact Person	Carrie Walker, Victim Assistance Director for the District Attorney (503) 655-8616

BACKGROUND:

As a result of the 1983 Oregon Legislature, ORS 147.227 mandates that county prosecution-based Victim Assistance Programs (VAP) statutorily mandate the following core services in assistance to victims of crime under the funding guidelines of the CFA (aka: Unitary Assessment) funding:

- Notify victim of their Victim Rights
- Inform victims, upon request, of the status of the criminal case involving the victim
- Provide advocacy for victims as they move through the criminal justice system
- Assist victims in the preparation of restitution documents
- Prepare victims for court hearings and encouraging & facilitating victim testimony
- Accompany victims to court hearings/Grand Jury/trials/sentencing
- Involve victims in the decision-making process in the criminal justice system
- Inform victims of the processes to request the return of property held as evidence
- Assist victims with the logistics related to court appearances
- Assist victims of crime in the preparation and submission of Crime Victims Compensation Program (CVCP) applications to the Department of Justice

The Victims of Crime Act of 1984 (VOCA) is the only federal grant program supporting direct assistance services to victims of all types of crimes. Federal VOCA funds are passed through the Oregon Department of Justice to victim service organizations throughout the state to extend and enhance services to victims of crime.

In addition to the mandated core services previously listed, the Clackamas County District Attorney's Office - Victim Assistance Program also provides essential support, often life-saving, services to victims of crime, such as:

- Immediate and long-term safety planning
- Crisis intervention and ongoing emotional support
- Assistance in obtaining protective orders
- Counseling and community resource referrals
- Crime scene response with law enforcement
- Call out response to hospital emergency departments for forensic medical exams
- Support for victims regardless of the prosecutorial merits of the case
- Advocacy while navigating the criminal justice system, both pre, and post-adjudication

RECOMMENDATION:

Staff recommends the Board approval of this request to apply for the 2019-21 Victims of Crime Act & Criminal Fine Account Non-Competitive Program Grant.

Respectfully Submitted,



John D. Wentworth
District Attorney

Financial Assistance Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department & Fund: _____

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

**If renewal, complete sections 1, 2, & 4 only
If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC**

Name of Funding Opportunity: _____

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): _____

Requestor Contact Information: _____

Department Fiscal Representative: _____

Program Name or Number (please specify): _____

Brief Description of Project: _____

Name of Funding Agency: _____

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

OR

Application Packet Attached: Yes No

Completed By: _____ Date: _____

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

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

Competitive Application	Non-Competing Application	Other
CFDA(s), if applicable: _____	_____	Funding Agency Award Notification Date: _____
Announcement Date: _____	_____	Announcement/Opportunity #: _____
Grant Category/Title: _____	_____	Max Award Value: _____
Allows Indirect/Rate: _____	_____	Match Requirement: _____
Application Deadline: _____	_____	Other Deadlines: _____
Award Start Date: _____	_____	Other Deadline Description: _____
Award End Date: _____	_____	_____
Completed By: _____	_____	Program Income Requirement: _____
Pre-Application Meeting Schedule: _____	_____	_____

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

Mission/Purpose:

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

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

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

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

Organizational Capacity:

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

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

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

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

Collaboration

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

Reporting Requirements

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

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

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

Fiscal

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

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

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

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

Program Approval:

Name (Typed/Printed)	Date	Signature
** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **		
ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.		

Section IV: Approvals

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

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

FINANCE ADMINISTRATION		
Name (Typed/Printed)	Date	Signature

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

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved:	Denied:
Name (Typed/Printed)	Date	Signature

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

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

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



**OFFICE OF THE COUNTY ADMINISTRATOR
PUBLIC SERVICES BUILDING**

2051 KAEN ROAD | OREGON CITY, OR 97045

August 27, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a FY 20/21 Work and Financial Plan with United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services for Predator Management

Purpose/Outcome	FY 21/22 Work and Financial Plan for predator control.
Dollar Amount and Fiscal Impact	The maximum contract value of \$79,500 for the County portion of these activities is included in the Clackamas County fiscal year 2021-2022 budget.
Funding Source	General Fund
Duration	July 1, 2021 through June 30, 2022
Previous Board Action	July 19, 2018 The Board approved and signed the current five year Cooperative Service Agreement with USDA APHIS WS for Predator Management (07192018 C.1). September 10, 2020 the FY 20/21 Work and Financial Plan was approved and signed (09102020 C.1).
Strategic Plan Alignment	This work is operational in nature and aligns with the County's strategic priority to ensure safe, healthy, and secure communities.
County Counsel Review	Reviewed and approved 7/15/21 – Stephen Madkour
Contact Person	Chanin Bays x5942
Contract No.	Cooperative Agreement No. 21-7341-5111-RA

Background: Clackamas County's 5-year cooperative service agreement with the United States Department of Agriculture, Animal and plant Health Inspection Service, Wildlife Services (APHIS-WS) for County Trapper Services was adopted and signed July 19, 2018. The agreement provides predator control where wild animals and birds may carry disease or threaten injury to County public and private resources.

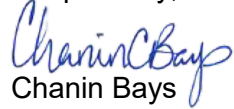
Each year a separate Work plan and Proposed Budget, representing the next fiscal year portion of this predator control program, is presented to the Board of County Commissioners for

approval. The FY 21/22 Work and Financial Plan under consideration was initiated by the federal agency in cooperation with its partners. An opportunity was provided for the Wildlife Services, in cooperation with the County, to adjust service delivery to accommodate County budgetary constraints.

This document has been reviewed and approved by County Counsel.

Recommendation: Staff respectfully recommends the Board approve the attached FY 21/22 Work and Financial Plan for County predator control and wildlife management in order to meet the federal deadline. This contract is consistent with the County's anticipated budget for FY 21/22.

Respectfully,



Chanin Bays
Administrative Services Manager
County Administration

USDA APHIS WILDLIFE SERVICES WORK AND FINANCIAL PLAN

COOPERATOR: CLACKAMAS COUNTY
COOPERATIVE AGREEMENT NO.: 21-7341-5111-RA
ACCOUNT WBS: AP.RA.RX41.73.0550
AGREEMENT DATES: July 1, 2021 – June 30, 2022
AGREEMENT AMOUNT: \$79,500.00

Pursuant to Cooperative Service Agreement No. 18-7341-5111-RA between Clackamas County and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work and Financial Plan defines the objectives, plan of action, resources and budget for cooperative wildlife services program.

OBJECTIVES/GOALS

APHIS-WS objective is to provide professional wildlife management assistance to reduce or manage damage caused by coyotes, bears, cougars, and other nuisance wildlife to protect agriculture, property and human health and safety.

Specific goals are:

1. To provide direct assistance for Clackamas County from wildlife conflicts or damage.
2. To provide assistance in the form of educational information.

PLAN OF ACTION

The objectives of the wildlife damage management program will be accomplished in the following manner:

1. APHIS-WS will provide technical assistance and or direct management at times and locations for where it is determined there is a need to resolve problems caused by wildlife. Lethal management efforts will be directed towards specific offending individuals or local populations. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.
Technical Assistance: APHIS-WS personnel may provide verbal or written advice, recommendations, information, demonstrations or training to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.
Direct Management: Direct management is usually provided when the resource/property owner's efforts have proven ineffective and or technical assistance alone is inadequate. Direct management methods/techniques may include trap equipment, shooting, and other methods as mutually agreed upon.
2. APHIS-WS District Supervisor Brian Thomas in Salem, Oregon will supervise this project (541) 221-7582. This project will be monitored by the Acting State Director, in Portland, Oregon (503) 326-2346.
3. APHIS-WS will invoice Clackamas County monthly for actual costs incurred in providing service, not to exceed \$79,500.00, provided there are billable expenses posted at the time of billing for the month of service. In some cases, the work is done during the period of performance but expenses post outside of the agreement end date, resulting in a final invoice one month after the period of performance has ended.
4. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of the invoice date. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

PROCUREMENT

Clackamas County understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

STIPULATIONS AND RESTRICTIONS:

1. All operations shall have the joint concurrence of APHIS-WS and Clackamas County and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations.
2. APHIS-WS will cooperate with the Oregon Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, Oregon Department of Transportation, Oregon Fire marshal's Office, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
3. Wildlife Damage Management: A Work Initiation Document for Wildlife Damage Management (WS Form 12A), a Work Initiation Document for Wildlife Damage Management – Multiple Resource Owners (WS Form 12B) or a Work Initiation Document for Management of Wildlife Damage on Urban Properties (WS Form 12C) will be executed between APHIS-WS and the landowner, lessee, administrator before any APHIS-WS work is conducted.

COST ESTIMATE FOR SERVICES:

Salary including possible overtime, benefits, vehicle, supplies and material costs charged at actual cost. The distribution of the budget for this work plan may vary as necessary to accomplish the purpose of this Agreement.

AUTHORIZATION:

Clackamas County
2051 Kaen Rd.
Oregon City, OR 97045

Representative, Clackamas County
TIN# 93-6002286

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Acting State Director, Oregon

Date

Keith Wehner, Director, Western Region

Date

FINANCIAL PLAN

For the disbursement of funds from

Clackamas - County

to

USDA APHIS Wildlife Services

for

Predator Management: coyote, bear, cougar etc.

from

7/1/2021

to

6/30/2022

Cost Element	Cost to Cooperator	Cost Share (Paid by Federal and State)	Full Cost
Personnel Compensation	\$ 51,246.10	\$ 27,808.30	\$ 79,054.40
Travel	\$ -	\$ -	\$ -
Vehicles	\$ 5,324.73	\$ 3,089.81	\$ 8,414.54
Other Services	\$ 2,940.00	\$ -	\$ 2,940.00
Supplies and Materials	\$ 3,013.75	\$ -	\$ 3,013.75
Equipment	\$ -	\$ -	\$ -

Subtotal (Direct Charges)	\$ 62,524.58	\$ 30,898.11	\$ 93,422.69
---------------------------	--------------	--------------	--------------

Pooled Job Costs	11.00%	\$ 6,877.70	\$ 6,877.70
Indirect Costs	16.15%	\$ 10,097.72	\$ 10,097.72
Aviation Flat Rate Collection		\$ -	\$ -
Agreement Total		\$ 79,500.00	\$ 110,398.11

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$79,500.00. The Cost Share amount is \$30,898.11. This is an estimate based on available State and Federal funding and may be adjusted accordingly.



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

July 20, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Service Level Agreement between
Clackamas Broadband eXchange and Western Independent Networks, Inc.

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for authorization to provide dark fiber connectivity to Western Independent Networks, Inc.
Dollar Amount and Fiscal Impact	The nonrecurring cost (NRC) is \$10,260.00.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by Western Independent Networks, Inc.
Duration	Effective upon signature by the board the IGA will be in effect for three (3) years.
Previous Board Action	Board has previously approved similar service level agreements with other internet providers within Clackamas County.
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. Build public trust through good government.
Counsel Review	Approved by Andrew Naylor July 6, 2021.
Contact Person	Dave Devore (503)723-4996
Contract No.	N/A

BACKGROUND:

CBX is seeking authorization to provide Western Independent Networks, Inc. with dark fiber connectivity to a site within Clackamas County. If approved, the site will receive the benefits of the CBX dark fiber connectivity for three (3) years and provide the backbone for future connections.

RECOMMENDATION:

Staff respectfully recommends approval to continue providing dark fiber connections to Western Independent Networks, Inc. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave DeVore
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

Western Independent Networks, Inc.
(Customer Name)

1. **Recitals**

WHEREAS, Clackamas County (County) desires to provide to Western Independent Networks, Inc. (Customer) the services set forth in this Agreement (the "Services"), between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to provision the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. **Fiber Optic Network Description**

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables, at each Customer site on a path designated by the County as well as a 10 gigabit wavelength to the Pittock Building.

3. **Service Description**

Services provided to Customer by County are physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A for the exclusive use of the Customer's internal communication needs. Each site listed in Appendix A will have a single mode fiber termination. The Fiber is and shall remain property of the County.

4. **Construction and Installation Requirements**

- a. County, when installing Fiber on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the Fiber from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.

- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Fiber used to provision the service within each site.
- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its sites for necessary equipment, as determined by the County in its sole discretion.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have ingress and egress into and out of Customer properties and buildings in connection with the provision of Service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the Fiber in areas of the site that do not contain hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to any additional equipment that may be required, shall be paid by Customer.
- g. County has no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate fiber patch panel ("hand-off's") at each location for Customer utilization. Test results for physical connection will be made available to Customer upon request.

5. Term of Agreement

This Agreement is effective upon execution by both parties. At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated as herein provided, this Agreement shall for a period of three (3) years following the Service Start Date.

6. Rates

In return for County providing the Services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for Services described in Appendix A, as amended from time to time.

7. Payment

Semi - Annual Payments

County shall provide an invoice for six months of service (July 1 through December 31 and January 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The semi- annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to disconnect the affected Service upon thirty (30) days written notice to Customer.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing commercially reasonable practices in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County Fiber shall be treated by County as confidential information, to the extent allowable by law. Customer expressly acknowledges and agrees that County's confidentiality obligations under this Agreement are subject to, and only enforceable to the extent permitted by, the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 *et. seq.*, and any other applicable state or federal law

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights

and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by the negligent acts or omissions of County. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligent acts or omissions of Customer, its affiliates, employees, agents, contractors or customers. As used herein, "Costs" includes the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation or Change in Law

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that if County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that County is prohibited from performing under this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state, county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

- a. Either party may terminate this Agreement for convenience following 90 days' written notice to the other party.
- b. Pursuant to Section 20 of this Agreement, either party may terminate this Agreement in the event of default of the Agreement by the other party. Neither the County nor the Customer shall be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express

written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

- c. If Customer terminates this Agreement for any reason other than County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement; or
 - b. Failure to pay any sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Remedies

If this Agreement is terminated by the County due to a breach by the Customer, then the County shall have any remedy available to it in law or equity. If this Agreement is terminated for any other reason, Customer's sole remedy is reimbursement of the pro rata amounts paid to County on the unexpired term of this Agreement, less any setoff to which the County is entitled.

22. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

23. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

24. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by electronic mail as follows:

Notice to the County

Manager, Clackamas Broadband eXchange

Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
ddexter@clackamas.us
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
cbxinfo@co.clackamas.or.us
Fax Number: (503) 655-8255

Notice to the Customer

Steve Flavell
Western Independent Networks, Inc.
PO Box 788
Tualatin, OR 97062
Steve.flavell@win-networks.com
503-925-5505

Either Party, by similar written notice, may change the address to which notices shall be sent.

25. Debt Limitations

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

26. No Attorney Fees

No attorney fees shall be paid for or awarded to either party in the course of any dispute or other recovery under this Agreement. It is the intent of the parties that each shall bear the costs of its own legal counsel.

27. Governing Law

This Agreement 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 Customer that arises out of or relates to the performance of this Agreement 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 must 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.

28. Survival

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 9, 12, 14, 21, 23, 25, 26, 27, 28, and 30, and all other rights and obligations which by their context are intended to survive.

29. 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 the Agreement did not contain the particular term or provision held to be invalid.

30. Whole Contract

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

Name: _____

Title: _____

Date: _____

Customer

Western Independent Networks, Inc.

(Customer Name)

By (signature): Brant Wolf

Name (print): Brant Wolf

Title: CEO

Date: 6/24/2021

AMENDED APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges, as mutually agreed to by the Parties.

4. Semi - Annual Recurring Charges

	From (Connecting Point A: Site Name & Address)	To (Connecting Point B: Site Name & Address)	Service	Monthly Rate (\$)
1	Pittock Building 921 SW Washington St Portland, OR 97205	WES Hub 15941 S Agnes Ave Oregon City, OR 97045	DWDM Wavelength	\$400.00
2	Pittock Building 921 SW Washington St Portland, OR 97205	Pittock Building 921 SW Washington St Portland, OR 97205	Optical Cross- Connect	\$100.00
3	WES Hub 15941 S Agnes Ave Oregon City, OR 97045	WES Hub 15941 S Agnes Ave Oregon City, OR 97045	Optical Cross- Connect, rack space	\$100.00
4	WES Hub 15941 S Agnes Ave Oregon City, OR 97045	22055 SE Beaver Creek Rd Beavercreek, OR 97004	One Pair (two) dark fibers	\$255.00

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	WES Hub 15941 S Agnes Ave Oregon City, OR 97045	22055 SE Beaver creek Rd Beavercreek, OR 97004	Construction	\$00.00

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

Remainder of this page intentionally left blank.

APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain telephone number (503) 742-4219 to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within four (4) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer twenty one (21) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental or safety hazards which would restrict or jeopardize any maintenance work.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within four (4) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that four (4) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance rates and charges for any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

Remainder of this page intentionally left blank.

APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

Remainder of this page intentionally left blank.



CHRISTINA L. McMAHAN
DIRECTOR

JUVENILE DEPARTMENT

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

July 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement No. DCJ-IGA-R-10721-2019 (Formerly
Contract Number 0607133 Amendment #11)
Between Multnomah and Clackamas Counties**

Purpose/Outcomes	This is Amendment No 11 to an Intergovernmental Agreement (IGA) with Multnomah County to purchase 13 secure custody detention beds at Donald E. Long Detention Facility for 2020-2021 and 2021-2022. The Amendment revises the conditions under which Clackamas County may utilize more than thirteen (13) beds without charge.
Dollar Amount and Fiscal Impact	None.
Funding Source	General Fund, JCP Basic and Diversion, CCSO
Duration	Effective July 1, 2021 through June 30, 2022
Previous Board Action	May 7, 2020 Agenda Item D.1; June 20, 2019 Agenda Item E.1; June 7, 2018 Agenda Item F.3; June 8, 2017 Agenda Item F.2; April 28, 2016 Agenda Item E.1; March 26, 2015 Agenda Item E.1; June 26, 2014 Agenda Item E.1; June 20, 2013 Agenda Item D.1; September 8, 2011 Agenda Item F.1; October 7, 2010 Agenda Item D.1; June 21, 2007 Agenda Item E.1
Strategic Plan Alignment	1. Provide assessment and detention services to youth so they can receive the appropriate level of monitoring and services that provides for community safety. 2. Ensure safe, healthy and secure communities.
Counsel Review	7/12/2021 Counsel Initials: JM
Procurement Review	Was the item processed through Procurement? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no This item is an IGA.
Contact Person	Ed Jones, Juvenile Dept. Administrative Services Manager – 503-650-3169
Contract No.	DCJ-IGA-R-10721-2019

BACKGROUND:

Attached is Amendment No. 11 to IGA No 0607133. This IGA has been renamed to Contract Number DCJ-IGA-R-10721-2019. This IGA Amendment states the conditions under which Clackamas County may utilize more than 13 secure custody detention beds without charge from Multnomah County in 2021-2022. Since 1981, Clackamas County has contracted with Multnomah County for access to secure custody for juveniles awaiting process in the juvenile court system.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Amendment Number 11 to Intergovernmental Agreement Number DCJ-IGA-R-10721-2019.

Respectfully submitted,



Christina L. McMahan, Director
Juvenile Department

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT
(Amendment to change Contract provisions during contract term.)

Contract Number DCJ-IGA-R-10721-2019
(Formerly Contract Number 0607133 Amendment #11)

This is an amendment to Multnomah County's Contract referenced above effective **July 1, 2021**, between Multnomah County, Oregon, hereinafter referred to as County, and **Clackamas County**, hereinafter referred to as Contractor.

The parties agree:

I. The following changes are made to Agreement No. 0607133:

(**Note:** Wording with ~~strike through~~ is being deleted; wording in **bold italics** is being added.)

A. Amend Section III(C), Compensation Rates and Mode of Payment, §3., to read as follows:

3. Clackamas may utilize more than thirteen (13) beds under this Agreement without charge so long as Clackamas' individual bed use does not exceed fifteen (15) beds or combined with that of Washington County does not exceed ~~thirty-four~~ **thirty-one (34 31)** beds, and providing Multnomah does not reach its budgeted capacity of male or female beds. If the combined capacity of male or female beds changes, Clackamas will be notified by letter.

II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee: _____

Date: _____

Dept Director or Designee: _____

Date: _____

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By **David Blankfeld**
Assistant County Attorney _____

Date: **April 6, 2021**

CLACKAMAS COUNTY, OREGON:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Approved as to form
by: **Jeffrey D. Munns**

Date: **7/12/2021**



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

July 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Section 125 Cafeteria Plan Document

Purpose/Outcomes	Approve the section 125 cafeteria plan document.
Dollar Amount and Fiscal Impact	\$3,415.00 in legal fees paid to Bullard Law
Funding Source	Fund 760 – Department monthly Benefit Administration fees
Duration	Implementation 1/1/2021
Previous Board Action	Policy Session 7/20/2021
Strategic Plan Alignment	<p>1. <i>How does this item align with your department’s Strategic Business Plan goals? Provides cost-effective, responsive and comprehensive benefits to Clackamas County employees.</i></p> <p>2. <i>How does this item align with the County’s Performance Clackamas goals? Allows Clackamas County to continue to offer tax-advantaged employee benefit plans in compliance with IRS rules.</i></p>
Counsel Review	<p><i>If item is a contract, including IGAs, leases, or other binding agreements, please put in the date of County Counsel Review and the initials of the attorney performing the review.)</i></p> <p>1. <i>Date of Counsel review: 4/21/2021</i></p> <p>2. <i>Initials of County Counsel performing review. AN</i></p>
Procurement Review	<p><i>(Please check yes or no for procurement review. If the answer is “no,” please provide an explanation. Acceptable explanations are as follow: item is an IGA, item is a lease, item is a non-binding MOU, item is a grant. Unacceptable explanations are leaving the section blank, providing N/A or similar statement with no explanation)</i></p> <p>1. <i>Was the item processed through Procurement? yes <input type="checkbox"/> no X</i></p> <p>2. <i>If no, provide brief explanation:</i></p>
Contact Person	Kristi Durham, HR Benefits Manager 503-742-5470
Contract No.	N/A



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

BACKGROUND:

A section 125 plan, also known as a cafeteria plan as allowed under IRS rules, is a written plan that enables and allows employees to take taxable benefits and convert them into nontaxable benefits. These benefits may be deducted from an employee's paycheck before taxes are paid. Employees enrolled in a Section 125 plan can set aside insurance premiums and other funds pretax, which can then be used on certain qualified medical and childcare expenses. Cafeteria plans are particularly good for participants who have regular expenses related to medical issues and childcare.

The Benefits & Wellness division drafted its section 125 plan in compliance with IRS rules. This will allow the County to continue to offer tax-advantaged employee benefit plans, as well as make the required pre-tax deductions from employee pay.

RECOMMENDATION:

Staff recommends the Board approve the attached section 125 cafeteria plan document.

Respectfully submitted,

Kristi Durham, HR Benefits Manager

Clackamas County Cafeteria Plan

As Adopted Effective January 1, 2021

ARTICLE I. Introduction

1.1 Establishment of Plan. The County of Clackamas, Oregon (the “County”) hereby establishes the Clackamas County Cafeteria Plan effective January 1, 2021. Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Article II.

This Plan is designed to permit an Eligible Employee to pay for their share of Contributions under the Medical Plan and separate insured plans described in this document on a pre-tax Salary Reduction basis, to opt out of receiving medical and dental coverage in exchange for an additional cash payment under the Opt-Out Arrangement, and to contribute on a pre-tax Salary Reduction basis to an Employee's Health FSA Account for reimbursement of certain Medical Care Expenses, and/or to a DCAP Account for reimbursement of certain Dependent Care Expenses.

1.2 Legal Status. This Plan is intended to qualify as a cafeteria plan under Code §125 and the regulations issued thereunder and shall be interpreted to accomplish that objective.

The Health FSA Component is intended to qualify as a self-insured medical reimbursement plan under Code §105, and the Medical Care Expenses reimbursed thereunder are intended to be eligible for exclusion from participating Employees' gross income under Code §105(b). The DCAP Component is intended to qualify as a dependent care assistance program under Code §129, and the Dependent Care Expenses reimbursed thereunder are intended to be eligible for exclusion from participating Employees' gross income under Code §129(a).

Although reprinted within this document, the Health FSA Component and the DCAP Component are separate plans for purposes of administration and all reporting and nondiscrimination requirements imposed by Code §§105 and 129. The Health FSA Component is also a separate plan for purposes of applicable provisions of HIPAA and COBRA. In the event that the Health FSA Component is determined not to be a separate plan, the Plan shall be designated as a hybrid entity for purposes of HIPAA, such that it shall be a covered entity only with respect to the Health FSA Component. The Medical Plan, other insured plans described in this document, and the Health FSA are intended to be part of an organized health care arrangement for purposes of HIPAA.

ARTICLE II. Definitions

2.1 Definitions.

Account(s) means the Health FSA Accounts and the DCAP Accounts described in Section 7.5 for Health FSAs, and Section 8.5 for DCAPs.

Benefits means the Premium Payment Benefits, the Health FSA Benefits, the DCAP Benefits, and the Opt-Out Benefits offered under the Plan.

Benefit Package Option means a qualified benefit under Code §125(f) that is offered under a cafeteria plan, or an option for coverage under an underlying accident or health plan (such as an indemnity option, an HMO option, or a PPO option under an accident or health plan). Benefits prohibited under Code §125(f) (such as long-term care insurance and certain Exchange-participating qualified health plans) are not permitted Benefit Package Options.

Change in Status means any of the events described below, as well as any other events included in subsequent changes to Code §125, or regulations or guidance issued thereunder that the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under applicable law and under this Plan:

- (a) *Legal Marital Status.* A change in a Participant's legal marital status, including marriage, death of a Spouse, divorce, legal separation, or annulment;
- (b) *Number of Dependents.* Events that change a Participant's number of Dependents, including birth, death, adoption, and placement for adoption;
- (c) *Employment Status.* Any of the following events that change the employment status of the Participant or their Spouse or Dependents: (1) a termination or commencement of employment; (2) a strike or lockout; (3) a commencement of or return from an unpaid leave of absence; (4) a change in worksite; and (5) if the eligibility conditions of this Plan or other employee benefits plan of the Participant or their Spouse or Dependents depend on the employment status of that individual and there is a change in that individual's status with the consequence that the individual becomes (or ceases to be) eligible under this Plan or other employee benefits plan;
- (d) *Dependent Eligibility Requirements.* An event that causes a Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular benefit, such as attaining a specified age, student status, or any similar circumstance; and
- (e) *Change in Residence.* A change in the place of residence of the Participant or their Spouse or Dependents.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Code means the Internal Revenue Code of 1986, as amended.

Committee means the Benefits Review Committee, a committee administered jointly by

representatives of labor and County management. Labor representatives are appointed by the union and County management representatives are appointed by the Board of Commissioners of the County.

Compensation means the wages or salary paid to an Employee by the Employer, determined prior to (a) any Salary Reduction election under this Plan; (b) any salary reduction election under any other cafeteria plan; and (c) any compensation reduction under any Code §132(f)(4) plan; but determined after (d) any salary deferral elections under any Code §401(k), 403(b), 408(k), or 457(b) plan or arrangement. Thus, "Compensation" generally means wages or salary paid to an Employee by the Employer, as reported in Box 1 of Form W-2, but adding back any wages or salary forgone by virtue of any election described in (a), (b), or (c) of the preceding sentence.

Component(s) means one or more of the following: the DCAP Component, the Health FSA Component, the Opt-Out Component, or the Premium Payment Component.

Contributions means the amount contributed, if any, to pay for the cost of Benefits (including self-funded Benefits as well as those that are insured), as calculated under Section 6.2 for Premium Payment Benefits, Section 7.2 for Health FSA Benefits, and Section 8.2 for DCAP Benefits.

DCAP means dependent care assistance program.

DCAP Account means the account described in Section 8.5.

DCAP Benefits has the meaning described in Section 8.1.

DCAP Component means the component of this Plan described in Article VIII.

Dependent means: (a) for purposes of accident or health coverage (to the extent funded under the Premium Payment Component, and for purposes of the Health FSA Component), (1) a dependent as defined in Code §105(b), (2) any child (as defined in Code §152(f)(1)) of the Participant who as of the end of the taxable year has not attained age 27, and (3) any child of the Participant to whom IRS Revenue Procedure 2008-48 applies (regarding certain children of divorced or separated parents who receive more than half of their support for the calendar year from one or both parents and are in the custody of one or both parents for more than half of the calendar year); and (b) for purposes of the DCAP Component, a Qualifying Individual. Notwithstanding the foregoing, the Health FSA Component will provide benefits in accordance with the applicable requirements of any NMSN, even if the child does not meet the definition of Dependent.

Dependent Care Expenses has the meaning described in Section 8.3.

Earned Income shall have the meaning given such term in Code §129(e)(2).

Effective Date of this Plan means January 1, 2021.

Election Form/Salary Reduction Agreement means the actual or deemed paper or electronic

form provided by the Administrator for the purpose of allowing an Eligible Employee to participate in this Plan by electing Salary Reductions to pay for any of the following: Premium Payment Benefits, Health FSA Benefits, and DCAP Benefits. It includes an agreement pursuant to which an Eligible Employee or Participant authorizes the Employer to make Salary Reductions. If an interactive voice-response system or web-based program is used for enrollment, the Election Form/Salary Reduction Agreement may be maintained on an electronic database in accordance with applicable laws.

Eligible Employee means an Employee eligible to participate in this Plan, as provided in Section 3.1.

Employee means an individual that the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code §414(n)) or individual classified by the Employer as an independent contractor for the period during which such individual is so classified, whether or not any such individual is on the Employer's W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer; (c) any self-employed individual; (d) any partner in a partnership; and (e) any more-than-2% shareholder in a Subchapter S corporation. The term Employee does include former Employees for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer, but only to the extent specifically provided elsewhere under this Plan.

Employer means the County, and any Related Employer that adopts this Plan with the approval of the County. Related Employers that have adopted this Plan, if any, are listed in Appendix A of this Plan. However, for purposes of Articles X and XIII and Section 14.3, "Employer" means only the County

Employment Commencement Date means the first regularly scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.

FMLA means the Family and Medical Leave Act of 1993, as amended.

Health FSA Option has the meaning described in Section 7.3(b).

Grace Period means the period that begins immediately following the close of a Plan Year and ends on the day that is 2 months plus 15 days following the close of that Plan Year.

Health FSA means health flexible spending arrangement, which consists of the Health FSA Option.

Health FSA Account means the account described in Section 7.5.

Health FSA Benefits has the meaning described in Section 7.1.

Health FSA Component means the component of this Plan described in Article VII.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended.

HMO means the health maintenance organization Benefit Package Option (if any) under the Medical Plan.

Insurance Benefits means benefits offered to employees on a pre-tax basis through an insurance policy.

Medical Care Expenses has the meaning described in Section 7.3.

Medical Benefits means the Employee's Medical Plan coverage for purposes of this Plan.

Medical Plan means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents who may be eligible under the terms of such plan), providing major medical-type benefits through self-insurance or a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

NMSN means a National Medical Support Notice, which is a standardized medical child support order used by state child support enforcement agencies to obtain group health coverage for children.

Open Enrollment Period with respect to a Plan Year means within the month of November in the year preceding the Plan Year, or such other period as may be prescribed by the Administrator.

Opt-Out Benefit means the payment received by a Participant who elects to receive an additional taxable cash payment from the Employer in lieu of Medical Plan, dental benefits and life benefits, as defined by a collective bargaining agreement.

Opt-Out Component means the component of this Plan described in Article IX.

Opt-Out Payment means a payment made in accordance with an Eligible Opt-Out Arrangement as described in Article IX.

Participant means a person who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Article III. Participants include (a) those who elect one or more of the Premium Payment Benefits, Health FSA Benefits, DCAP Benefits, and Salary Reductions to pay for such Benefits; and (b) those who elect Opt-Out Benefits.

Period of Coverage means the Plan Year, with the following exceptions: (a) for Employees who first become eligible to participate, it shall mean the portion of the Plan Year following the date on which participation commences, as described in Section 3.1; and (b) for Employees who terminate participation, it shall mean the portion of the Plan Year prior to the date on which participation terminates, as described in Section 3.2.

Plan means the Clackamas County Cafeteria Plan as set forth herein and as amended from time to time.

Plan Administrator means the County. The contact person is the Human Resources Benefits Manager for the County, who has the full authority to act on behalf of the Plan Administrator.

Plan Year means the calendar year (i.e., the 12-month period commencing January 1 and ending on December 31), except in the case of a short plan year representing the initial Plan Year or where the Plan Year is being changed, in which case the Plan Year shall be the entire short plan year.

PPO means the preferred provider organization Benefit Package Option (if any) under the Medical Plan.

Premium Payment Benefits means the Premium Payment Benefits that are paid for on a pre-tax Salary Reduction basis as described in Section 6.1.

Premium Payment Component means the component of this Plan described in Article VI.

Prior Plan Year DCAP Amounts has the meaning described in Section 8.4(e).

Qualifying Dependent Care Services has the meaning described in Section 8.3.

Qualifying Individual means (a) a tax dependent of the Participant as defined in Code §152 who is under the age of 13 and who is the Participant's qualifying child as defined in Code §152(a)(1); (b) a tax dependent of the Participant as defined in Code §152, but determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof, who is physically or mentally incapable of self-care and who has the same principal place of abode as the Participant for more than half of the year; or (c) a Participant's Spouse who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the year.

Notwithstanding the foregoing, in the case of divorced or separated parents, a Qualifying Individual who is a child shall, as provided in Code §21(e)(5), be treated as a Qualifying Individual of the custodial parent (within the meaning of Code §152(e)) and shall not be treated as a Qualifying Individual with respect to the noncustodial parent.

Related Employer means any employer or agency affiliated with the County that, under Code §414(b), §414(c), or §414(m), is treated as a single employer with the County for purposes of Code §125(g)(4).

Salary Reduction means the amount by which the Participant's Compensation is reduced and

applied by the Employer under this Plan to pay for one or more of the Benefits, as permitted for the applicable component, before any applicable state and/or federal taxes have been deducted from the Participant's Compensation (i.e., on a pre-tax basis).

Spouse means an individual who is treated as a spouse for federal tax purposes. Notwithstanding the above, for purposes of the DCAP Component, the term Spouse shall not include (a) an individual legally separated from the Participant under a divorce or separate maintenance decree; or (b) an individual who is married to the Participant and files a separate federal income tax return, where (i) the Participant maintains a household that constitutes a Qualifying Individual's principal place of abode for more than one-half of the taxable year, (ii) the Participant furnishes more than half of the cost of maintaining such household, and (iii) during the last 6 months of such taxable year, the individual is not a member of such household.

Student means an individual who, during each of five or more calendar months during the Plan Year, is a full-time student at any educational organization that normally maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly carried on.

Vision Insurance Benefits means the Employee's Vision Insurance Plan coverage for purposes of this Plan.

Vision Insurance Plan means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan), providing vision type benefits through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

ARTICLE III. Eligibility and Participation

3.1 Eligibility to Participate. An individual who (i) is an Employee; and (ii) is eligible for the Medical Plan (whether or not coverage under such plan has been elected) is eligible to participate in this Plan (including the Premium Payment Component, the Health FSA Component, the DCAP Component, and the Opt-Out Component) on one of the following dates:

- (a) If the individual's Employment Commencement Date occurs on or before June 30, 2021, the first day of the month after the month in which the employee completes their first two full calendar months of employment; or
- (b) If the individual's Employment Commencement Date occurs on or after July 1, 2021, the first day of the month following the month in which the individual's Employment Commencement Date occurs.

Eligibility for Medical and Insurance Premium Payment Benefits shall also be subject to the

additional requirements, if any, specified in the Medical and Insurance Benefits. Once an Employee has met the Plan's eligibility requirements, the Employee may elect coverage effective the first day of eligibility under (a) or (b) above, or for any subsequent Plan Year, in accordance with the procedures described in Article IV.

3.2 Termination of Participation. A Participant will cease to be a Participant in this Plan upon the earlier of:

- (a) the termination of this Plan; or
- (b) the date on which the Employee ceases (because of retirement, termination of employment, layoff, reduction of hours, or any other reason) to be an Eligible Employee.

Notwithstanding the foregoing, for purposes of pre-taxing COBRA coverage certain Employees may continue eligibility for certain periods on the terms and subject to the restrictions described in Section 6.4 for Insurance Benefits and Section 7.8 for Health FSA Benefits.

Termination of participation in this Plan will automatically revoke the Participant's elections. The Medical and Insurance Benefits will terminate as of the date(s) specified in the Medical and Insurance Benefits. Reimbursements from the Health FSA and DCAP Accounts after termination of participation will be made pursuant to Section 7.8 for Health FSA Benefits and Section 8.8 for DCAP Benefits.

3.3 Participation Following Termination of Employment or Loss of Eligibility. If a Participant terminates their employment for any reason, including (but not limited to) disability, retirement, layoff, or voluntary resignation, and then is rehired (i) within six months or less after the date of a termination of employment; or (ii) within 18 months of being terminated due to economic or medical layoff after continuously participating in COBRA coverage since the layoff, then the Employee will be reinstated with the same elections that such individual had before termination or during the COBRA continuation period. If a former Participant is rehired more than six months following termination of employment and is otherwise eligible to participate in the Plan, then the individual may make new elections as a new hire after completing the waiting period, as described in Section 3.1. Notwithstanding the above, an election to participate in the Premium Payment Component will be reinstated only to the extent that coverage under the Medical Plan or Insurance Benefits is reinstated. If an Employee (whether or not a Participant) ceases to be an Eligible Employee for any reason (other than for termination of employment), including (but not limited to) a reduction of hours, and then becomes an Eligible Employee again, the Employee must complete the waiting period described in Section 3.1 before again becoming eligible to participate in the Plan.

3.4 FMLA Leaves of Absence

- (a) *Health Benefits.* Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the FMLA, then to the extent required by the FMLA, the Employer will continue to maintain the Participant's Medical and Insurance Benefits, and

Health FSA Benefits on the same terms and conditions as if the Participant were still an active Employee. That is, if the Participant elects to continue their coverage while on leave, the Employer will continue to pay its share of the Contributions.

An Employer may require Participants to continue all Medical Benefits, Insurance Benefits, and Health FSA Benefits coverage while they are on paid leave, provided that Participants on non-FMLA paid leave are required to continue such coverage. If so, the Participant's share of the Contributions shall be paid by the method normally used during any paid leave (e.g., on a pre-tax Salary Reduction basis).

In the event of unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued), a Participant may elect to continue their Medical Benefits, Insurance Benefits, and Health FSA Benefits during the leave. If the Participant elects to continue coverage while on FMLA leave, then the Participant may pay their share of the Contributions in one of the following ways:

- (i) with after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer;
- (ii) with pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation (if any), including unused sick days and vacation days, or pre-paying all or a portion of the Contributions for the expected duration of the leave on a pre-tax Salary Reduction basis out of pre-leave Compensation. To pre-pay the Contributions, the Participant must make a special election to that effect prior to the date that such Compensation would normally be made available (pre-tax dollars may not be used to fund coverage during the next Plan Year); or
- (iii) under another arrangement agreed upon between the Participant and the Plan Administrator (e.g., the Plan Administrator may fund coverage during the leave and withhold "catch-up" amounts from the Participant's Compensation on a pre-tax or after-tax basis) upon the Participant's return.

If the Employer requires all Participants to continue Medical Benefits, Insurance Benefits, and Health FSA Benefits during an unpaid FMLA leave, then the Participant may elect to discontinue payment of the Participant's required Contributions until the Participant returns from leave. Upon returning from leave, the Participant will be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and the Participant.

If a Participant's Medical Benefits, other Insurance Benefits, or Health FSA Benefits coverage ceases while on FMLA leave (e.g., for non-payment of required contributions),

then the Participant is permitted to re-enter the Medical Benefits, Insurance Benefits, or Health FSA Benefits, as applicable, upon return from such leave on the same basis as when the Participant was participating in the Plan prior to the leave, or as otherwise required by the FMLA. In addition, the Plan may require Participants whose Medical Benefits, Insurance Benefits, or Health FSA Benefits coverage terminated during the leave to be reinstated in such coverage upon return from a period of unpaid leave, provided that Participants who return from a period of unpaid, non-FMLA leave are required to be reinstated in such coverage. Notwithstanding the preceding sentence, with regard to Health FSA Benefits a Participant whose coverage ceased will be permitted to elect whether to be reinstated in the Health FSA Benefits at the same coverage level as was in effect before the FMLA leave (with increased contributions for the remaining period of coverage) or at a coverage level that is reduced pro rata for the period of FMLA leave during which the Participant did not pay Contributions. If a Participant elects a coverage level that is reduced pro rata for the period of FMLA leave, then the amount withheld from a Participant's Compensation on a per-pay-period basis for the purpose of paying for reinstated Health FSA Benefits will be equal to the amount withheld prior to the period of FMLA leave.

- (b) *Non-Health Benefits.* If a Participant goes on a qualifying leave under the FMLA, then entitlement to non-health benefits (such as DCAP Benefits) is to be determined by the Employer's policy for providing such Benefits when Participants are on non-FMLA leave, as described in Section 3.5. If such policy permits a Participant to discontinue contributions while on leave, then the Participant will, upon returning from leave, be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as may be agreed upon by the Plan Administrator and the Participant, or as the Plan Administrator otherwise deems appropriate.

3.5 Non-FMLA Leaves of Absence. If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Plan Administrator. If a Participant goes on an unpaid leave that affects eligibility, then the election change rules in Section 11.3(d) will apply.

ARTICLE IV. Method and Timing of Elections

4.1 Elections When First Eligible. An Employee who first becomes eligible to participate in the Plan midyear may elect to commence participation in one or more Benefits on the first day of the month after the eligibility requirements have been satisfied, provided that an Election Form/Salary Reduction Agreement is submitted to the Plan Administrator before the first day of the month in which participation will commence. An Employee who opts out of benefits when first eligible may not enroll until the next Open Enrollment Period, unless an event occurs that would justify a midyear election change, as described under Section 11.3. The provisions of this Plan are not

intended to override any exclusions, eligibility requirements, or waiting periods specified in the Medical or Insurance Benefits.

4.2 Elections During Open Enrollment Period. During each Open Enrollment Period with respect to a Plan Year, the Plan Administrator shall provide a paper or electronic Election Form/Salary Reduction Agreement to each Employee who is eligible to participate in this Plan. The Election Form/Salary Reduction Agreement shall enable the Employee to elect to participate in the various Components of this Plan for the next Plan Year and to authorize the necessary Salary Reductions to pay for the Benefits elected. The Election Form/Salary Reduction Agreement must be returned to the Plan Administrator on or before the last day of the Open Enrollment Period, and it shall become effective on the first day of the next Plan Year. If an Eligible Employee fails to return the Election Form/Salary Reduction Agreement during the Open Enrollment Period, then the Employee's existing Medical Benefits and Dental Benefits, if any, will continue in accordance with the most recent election or automatic enrollment, but the Employee may not elect any other Benefits under this Plan until the next Open Enrollment Period, unless an event occurs that would justify a midyear election change, as described under Section 11.3.

4.3 Failure of Eligible Employee to File an Election Form/Salary Reduction Agreement. If an Eligible Employee fails to file an Election Form/Salary Reduction Agreement within the time period described in Sections 4.1 and 4.2, then the Employee's existing Medical Benefits and Dental Benefits, if any, will continue in accordance with the most recent election or automatic enrollment, but the Employee may not elect any other Benefits under the Plan (a) until the next Open Enrollment Period; or (b) until an event occurs that would justify a midyear election change, as described under Section 11.3.

4.4 Irrevocability of Elections. Unless an exception applies (as described in Article XI), a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates.

ARTICLE V. Benefits Offered and Method of Funding

5.1 Benefits Offered. When first eligible or during the Open Enrollment Period as described under Article IV, Participants will be given the opportunity to elect one or more of the following Benefits:

- (a) Premium Payment Benefits, as described in Article VI;
- (b) Health FSA Benefits, as described in Article VII;
- (c) DCAP Benefits, as described in Article VIII; and
- (d) Opt-Out Arrangement, as described in Article IX.

In no event shall Benefits under the Plan be provided in the form of deferred compensation. Notwithstanding the foregoing, Health FSA carryovers are permitted as provided in Article VII. In addition, a Participant's Salary Reductions during a Plan Year under the Premium Payment Component may be applied by the Employer to pay the Participant's share of the Contributions for

Medical Benefits that are provided to the Participant during the Grace Period immediately following the close of that Plan Year. No Grace Period is available for Health FSA Benefits.

5.2 Employer and Participant Contributions

- (a) *Employer Contributions.* For Participants who elect Medical Benefits described in Article VI, the Employer will contribute a portion of the Contributions as provided in the open enrollment materials furnished to Employees and/or on the Election Form/Salary Reduction Agreement. There are no Employer contributions for Health FSA Benefits, or DCAP Benefits.
- (b) *Participant Contributions.* Participants who elect any of the Medical Benefits described in Article VI may pay for the cost of that coverage on a pre-tax Salary Reduction basis by completing an Election Form/Salary Reduction Agreement. Participants who elect Health FSA Benefits or DCAP Benefits must pay for the cost of that coverage on a pre-tax Salary Reduction basis by completing an Election Form/Salary Reduction Agreement.

5.3 Using Salary Reductions to Make Contributions

- (a) *Salary Reductions per Pay Period.* The Salary Reduction for a pay period for a Participant is, for the Benefits elected, an amount equal to (1) the annual Contributions for such Benefits (as described in Section 6.2 for Premium Payment Benefits, Section 7.2 for Health FSA Benefits, and Section 8.2 for DCAP Benefits, as applicable), divided by the number of pay periods in the Period of Coverage; (2) an amount otherwise agreed upon between the Employer and the Participant; or (3) an amount deemed appropriate by the Plan Administrator (i.e., in the event of shortage in reducible Compensation, amounts withheld and the Benefits to which Salary Reductions are applied may fluctuate). If a Participant increases their election under the Health FSA Component or DCAP Component to the extent permitted under Section 11.3, the Salary Reductions per pay period will be, for the Benefits affected, an amount equal to (1) the new reimbursement limit elected pursuant to Section 11.3, less the Salary Reductions made prior to such election change, divided by the number of pay periods in the balance of the Period of Coverage commencing with the election change; (2) an amount otherwise agreed upon between the Employer and the Participant; or (3) an amount deemed appropriate by the Plan Administrator (i.e., in the event of shortage of reducible Compensation, amounts withheld and the benefits to which Salary Reductions are applied may fluctuate).
- (b) *Deemed Employer Contributions for Certain Purposes.* Salary Reductions are applied by the Employer to pay for the Participant's share of the Contributions for the Premium Payment Benefits, Health FSA Benefits, and the DCAP Benefits and, for the purposes of this Plan and the Code, are deemed to be Employer contributions.
- (c) *Salary Reduction Balance Upon Termination of Coverage.* If, as of the date that any elected coverage under this Plan terminates, a Participant's year-to-date Salary Reductions exceed or are less than the Participant's required Contributions for the coverage, then the Employer will, as applicable, either return the excess to the Participant as additional

taxable wages or recoup the Salary Reduction amounts due from any remaining Compensation.

- (d) *After-Tax Contributions for Premium Payment Benefits.* For those Participants who elect and are permitted to pay their share of the Contributions for any of the Medical Benefits with after-tax deductions, both the Employee and Employer portions of such Contributions will be paid outside of this Plan.

5.4 Funding This Plan. All of the amounts payable under this Plan shall be paid from the general assets of the Employer, but Premium Payment Benefits are paid as provided in the applicable insurance policy. Nothing herein will be construed to require the Employer or the Plan Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account, or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid. While the Employer has complete responsibility for the payment of Benefits out of its general assets (except for Premium Payment Benefits paid as provided in the applicable insurance policy), it may hire an unrelated third-party paying agent to make Benefit payments on its behalf. The maximum contribution that may be made under this Plan for a Participant is the total of the maximums that may be elected (a) as Employer and Participant Contributions for Premium Payment Benefits, as described in Section 6.2; and (b) as described under Section 7.4(b) for Health FSA Benefits and Section 8.4(b) for DCAP Benefits.

ARTICLE VI. Premium Payment Component

6.1 Benefits. The Premium Payment Component offers benefits under the Medical Plan, providing major medical benefits (including various self-insured and fully insured options for various categories of Employee, as such options may be changed from time to time by the Employer), and the Insurance Benefits. Notwithstanding any other provision in this Plan, the Medical and Insurance Benefits are subject to the terms and conditions of the Medical and Insurance Benefits, and no changes can be made with respect to such Medical and Insurance Benefits under this Plan (such as midyear changes in election) if such changes are not permitted under the applicable plan. An Eligible Employee can (a) elect benefits under the Premium Payment Component by electing to pay for their share of the Contributions for Medical and/or Insurance Benefits on a pre-tax Salary Reduction basis (Premium Payment Benefits); or (b) elect no benefits under the Premium Payment Component and, if permitted by the Employer, pay for their share of the Contributions, if any, for Medical and Dental Insurance Benefits with after-tax deductions outside of this Plan. Unless an exception applies (as described in Article XI), such election is irrevocable for the duration of the Period of Coverage to which it relates. A Participant's Salary Reductions during a Plan Year under the Premium Payment Component may be applied by the Employer to pay the Participant's share of the Contributions for Medical Benefits that are provided to the Participant during the period that begins immediately following the close of that Plan Year and ends on the day that is 2 months plus 15 days following the close of that Plan Year.

6.2 Contributions for Cost of Coverage. The annual Contribution for a Participant's Premium Payment Benefits is equal to the amount as set by the Employer, which may or may not be the same amount charged by the insurance carrier.

6.3 Benefits Provided Under the Medical and Dental Insurance Plans. Medical Benefits will be provided by the Medical Plans, not this Plan. The types and amounts of Medical Benefits, the requirements for participating in the Medical Plans, and the other terms and conditions of coverage and benefits of the Medical Plans are set forth in the Medical Plans. All claims to receive benefits under the Medical Plans shall be subject to and governed by the terms and conditions of the Medical Plans and the rules, regulations, policies, and procedures adopted in accordance therewith, as may be amended from time to time.

6.4 Medical Benefits; COBRA. Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, a Participant and their Spouse and Dependents, as applicable, whose coverage terminates under the Medical Benefits because of a COBRA qualifying event (and who is a qualified beneficiary as defined under COBRA), shall be given the opportunity to continue on a self-pay basis the same coverage that they had under the Medical Plans the day before the qualifying event for the periods prescribed by COBRA. Such continuation coverage shall be subject to all conditions and limitations under COBRA.

Contributions for COBRA coverage for Medical Benefits may be paid on a pre-tax basis for current Employees receiving taxable compensation (as may be permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year) where COBRA coverage arises either (a) because the Employee ceases to be eligible because of a reduction in hours; or (b) because the Employee's Dependent ceases to satisfy the eligibility requirements for coverage. For all other individuals (e.g., Employees who cease to be eligible because of retirement, termination of employment, or layoff), Contributions for COBRA coverage for Medical Benefits shall be paid on an after-tax basis (unless may be otherwise permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year).

ARTICLE VII. Health FSA Component

7.1 Health FSA Benefits. An Eligible Employee can elect to participate in the Health FSA Component by electing (a) to receive benefits in the form of reimbursements for Medical Care Expenses under one of the Health FSA coverage options described in Section 7.3(b) (Health FSA Benefits); and (b) to pay the Contribution for such Health FSA Benefits on a pre-tax Salary Reduction basis. Unless an exception applies (as described in Article XI), any such election is irrevocable for the duration of the Period of Coverage to which it relates. Notwithstanding any other provision of this Plan, an Eligible Employee shall not be eligible for the Health FSA Component unless they are also eligible for the Medical Plan.

7.2 Contributions for Cost of Coverage of Health FSA Benefits. The annual Contribution for a Participant's Health FSA Benefits is equal to the annual benefit amount elected by the Participant, subject to the dollar limits set forth in Section 7.4(b).

7.3 Eligible Medical Care Expenses for Health FSA. Under the Health FSA Component, a Participant may receive reimbursement for Medical Care Expenses incurred during the Period of Coverage for which an election is in force, or for which Health FSA Benefits are otherwise available as a result of a carryover as provided in Section 7.4.

- (a) *Incurred.* A Medical Care Expense is incurred at the time the medical care or service giving rise to the expense is furnished and not when the Participant is formally billed for, is charged for, or pays for the medical care.
- (b) *Medical Care Expenses.* "Medical Care Expenses" means expenses incurred by a Participant or their Spouse or Dependents for medical care, as defined in Code §213(d), and, effective January 1, 2020, for any medical expenses eligible for reimbursement under Code § 105 and applicable Treasury Regulations, including without limitation certain over-the-counter medicines and drugs and certain menstrual care products; but only to the extent that the expense has not been reimbursed through insurance or otherwise. If only a portion of a Medical Care Expense has been reimbursed elsewhere (e.g., because the Medical or Dental Insurance Plan imposes co-payment or deductible limitations), then the Health FSA can reimburse the remaining portion of such Medical Care Expense if it otherwise meets the requirements of this Article VII. Notwithstanding the foregoing, the term Medical Care Expenses does not include:
 - (i) premium payments for other health coverage, including but not limited to health insurance premiums for any other plan (whether or not sponsored by the Employer);
 - (ii) cosmetic surgery or other similar procedures, unless the surgery or procedure is necessary to ameliorate a deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease (for this purpose, "cosmetic surgery" means any procedure that is directed at improving the patient's appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease); or
 - (iii) any other expense excluded under Appendix B or otherwise under the terms of this Plan.

The Plan Administrator may promulgate procedures regarding the eligibility of various expenses for reimbursement as Medical Care Expenses and may limit reimbursement of expenses described in such procedures.

7.4 Maximum and Minimum Benefits for Health FSA

- (a) *Maximum Reimbursement Available; Uniform Coverage.* The maximum dollar amount

elected by the Participant for reimbursement of Medical Care Expenses incurred during a Period of Coverage (reduced by prior reimbursements during the Period of Coverage and increased by any carryovers as provided in subsection (f) below) shall be available at all times during the Period of Coverage, regardless of the actual amounts credited to the Participant's Health FSA Account pursuant to Section 7.5. Notwithstanding the foregoing, no reimbursements will be available for Medical Care Expenses incurred after participation in this Plan has terminated, unless the Participant has elected COBRA as provided in Section 7.8. Payment shall be made to the Participant in cash as reimbursement for Medical Care Expenses incurred during the Period of Coverage for which the Participant's election is effective (or for which carryovers are available as provided in subsection (f) below), provided that the other requirements of this Article VII have been satisfied.

- (b) *Maximum and Minimum Dollar Limits.* The maximum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Medical Care Expenses incurred in any Period of Coverage shall be \$2,500, subject to Sections 7.4(c) and 7.5(c). The minimum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Medical Care Expenses incurred in any Period of Coverage shall be \$130. Reimbursements due for Medical Care Expenses incurred by the Participant's Spouse or Dependents shall be charged against the Participant's Health FSA Account.
- (c) *Changes; No Proration.* For Plan Years beginning after 2020, the maximum and minimum dollar limit may be changed by the Plan Administrator and shall be communicated to Employees through the Election Form/Salary Reduction Agreement or another document, provided that the maximum dollar limit shall not exceed the maximum amount permitted under Code §125(i). If a Participant enters the Health FSA Component midyear or wishes to increase their election midyear as permitted under Section 11.3, then there will be no proration rule-i.e., the Participant may elect coverage up to the maximum dollar limit or may increase coverage to the maximum dollar limit, as applicable. Notwithstanding the foregoing, the Plan Administrator may limit the elections of a Participant who is terminated and rehired during the same Plan Year to the extent necessary to comply with the requirements of Code §125(i).
- (d) *Effect on Maximum Benefits If Election Change Permitted.* Any change in an election under Article XI (other than under Section 11.3(c) for FMLA leave) that increases contributions to the Health FSA Component also will change the maximum reimbursement benefits for the balance of the Period of Coverage commencing with the election change. Such maximum reimbursement benefits for the balance of the Period of Coverage shall be calculated by adding (1) the contributions (if any) made by the Participant as of the end of the portion of the Period of Coverage immediately preceding the change in election, to (2) the total contributions scheduled to be made by the Participant during the remainder of such Period of Coverage to the Health FSA Account, reduced by (3) all reimbursements

made during the entire Period of Coverage. Any change in an election under Section 11.3(c) for FMLA leave will change the maximum reimbursement benefits in accordance with the regulations governing the effect of the FMLA on the operation of cafeteria plans.

- (e) *Monthly Limits on Reimbursing OTC Drugs.* Only reasonable quantities of over-the-counter (OTC) drugs or medicines of the same kind may be reimbursed from a Participant's Health FSA Account in a single calendar month (even assuming that the drug otherwise meets the requirements of this Article VII, including that it is for medical care under Code §213(d)); stockpiling is not permitted.
- (f) *Carryovers.* Notwithstanding any other provision of the Plan to the contrary, unused amounts of up to \$550 remaining in a Participant's Health FSA Account at the end of a Plan Year can be carried over and used to reimburse the Participant for Medical Care Expenses that are incurred during the next Plan Year, subject to the following conditions:
 - (1) No more than \$550 of the Participant's unused Health FSA amount for a Plan Year may be carried over for use in the next Plan Year. Carryover amounts may not be cashed out or converted to any other taxable or nontaxable benefit, and will not count toward the maximum dollar limit under subsections (b) and (c) above.
 - (2) A Participant who is otherwise eligible for the Health FSA for a Plan Year but does not make a Health FSA election for that Plan Year may use any carryovers from the preceding Plan Year for Medical Care Expenses incurred in the current or preceding Plan Year (as further provided herein). However, an Employee or other individual must be a participant in the Health FSA as of the last day of a Plan Year in order to carry over unused amounts to the next Plan Year. Termination of employment and cessation of eligibility will result in a loss of carryover eligibility unless a COBRA election is made (see Section 7.8).
 - (3) Medical Care Expenses incurred during a Plan Year will be reimbursed first from a Participant's unused amounts credited for that Plan Year and then from amounts carried over from the preceding Plan Year. Carryovers that are used to reimburse a current Plan Year expense will reduce the amount available to pay the Participant's preceding Plan Year expenses, cannot exceed \$550, and will count against the \$550 maximum carryover amount.
 - (4) If unused Health FSA Amounts remain for a Plan Year after all reimbursements have been made for that Plan Year in excess of the amount that can be carried over under this subsection (f), the Participant will forfeit all rights with respect to those amounts, which will be subject to the Plan's provisions regarding forfeitures in Section 7.6(b).
 - (5) Notwithstanding anything in this Article VII to the contrary, for the 2021 and 2022 Plan Years only, a Participant is permitted to carry over all unused amounts from the 2020 Plan Year to the 2021 Plan Year and from the 2021 Plan Year to the 2022 Plan Year, in accordance with the Consolidated Appropriations Act, 2021 and

applicable guidance, provided that the Participant re-enrolls in the Health FSA each year as required by the Plan Administrator.

7.5 Establishment of Health FSA Account. The Plan Administrator will establish and maintain a Health FSA Account with respect to each Participant for each Plan Year or other Period of Coverage for which the Participant elects to participate in the Health FSA Component, but it will not create a separate fund or otherwise segregate assets for this purpose. The Account so established will merely be a recordkeeping account with the purpose of keeping track of contributions and determining forfeitures under Section 7.6.

- (a) *Crediting of Accounts.* A Participant's Health FSA Account for a Plan Year or other Period of Coverage will be credited periodically during such period with an amount equal to the Participant's Salary Reductions elected to be allocated to such Account, as well as any carryovers as provided in Section 7.4.
- (b) *Debiting of Accounts.* A Participant's Health FSA Account for a Plan Year or other Period of Coverage will be debited for any reimbursement of Medical Care Expenses incurred during such period.
- (c) *Available Amount Not Based on Credited Amount.* As described in Section 7.4, the amount available for reimbursement of Medical Care Expenses is the Participant's annual benefit amount, reduced by prior reimbursements for Medical Care Expenses incurred during the Plan Year or other Period of Coverage and increased by any carryovers, if applicable; it is not based on the amount credited to the Health FSA Account at a particular point in time except as provided in Section 7.4(f). Thus, a Participant's Health FSA Account may have a negative balance during a Plan Year or other Period of Coverage, but the aggregate amount of reimbursement shall in no event exceed the maximum dollar amount elected by the Participant under this Plan.

7.6 Forfeiture of Health FSA Accounts; Use-or-Lose Rule

- (a) *Use-or-Lose Rule.* Except as otherwise provided in Section 7.4(f) (regarding carryovers), if any balance remains in the Participant's Health FSA Account for a Period of Coverage after all reimbursements have been made for the Period of Coverage, then such balance shall not be carried over to reimburse the Participant for Medical Care Expenses incurred during a subsequent Plan Year. The Participant shall forfeit all rights with respect to such balance.
- (b) *Use of Forfeitures.* All forfeitures under this Plan shall be used as follows: first, to offset any losses experienced by the Employer during the Plan Year as a result of making reimbursements (i.e., providing Health FSA Benefits) with respect to all Participants in excess of the Contributions paid by such Participants through Salary Reductions; second, to reduce the cost of administering the Health FSA Component during the Plan Year or the subsequent Plan Year (all such administrative costs shall be documented by the Plan Administrator); and third, to provide increased benefits or compensation to Participants in subsequent years in any weighted or uniform fashion that the Plan Administrator deems appropriate, consistent with applicable regulations. In addition, any Health FSA Account

benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Period of Coverage in which the Medical Care Expense was incurred shall be forfeited and applied as described above.

7.7 Reimbursement Claims Procedure for Health FSA

- (a) *Timing.* Within 30 days after receipt by the Plan Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Medical Care Expenses (if the Plan Administrator approves the claim), or the Plan Administrator will notify the Participant that their claim has been denied. This time period may be extended by an additional 15 days for matters beyond the control of the Plan Administrator, including in cases where a reimbursement claim is incomplete. The Plan Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days in which to complete the previously incomplete reimbursement claim.
- (b) *Claims Substantiation.* A Participant who has elected to receive Health FSA Benefits for a Period of Coverage may apply for reimbursement by submitting a request in writing to the Plan Administrator in such form as the Plan Administrator may prescribe, by no later than the April 30 following the close of the Plan Year in which the Medical Care Expense was incurred (except that for a Participant who ceases to be eligible to participate, this must be done no later than 90 days after the date that eligibility ceases, as described in Section 7.8) setting forth:
 - (1) the person(s) on whose behalf Medical Care Expenses have been incurred;
 - (2) the nature and date of the Expenses so incurred;
 - (3) the amount of the requested reimbursement;
 - (4) a statement that such Expenses have not otherwise been reimbursed and that the Participant will not seek reimbursement through any other source; and
 - (5) other such details about the expenses that may be requested by the Plan Administrator in the reimbursement request form or otherwise (e.g., a statement from a medical practitioner that the expense is to treat a specific medical condition, documentation that a medicine or drug was prescribed, or a more detailed certification from the Participant).

The application shall be accompanied by bills, invoices, or other statements from an independent third party showing that the Medical Care Expenses have been incurred and showing the amounts of such Expenses, along with any additional documentation that the Plan Administrator may request. Except for the final reimbursement claim for a Participant's Health FSA Account for a Plan Year or other Period of Coverage, no claim for reimbursement may be made unless and until the aggregate claim for reimbursement is at least \$25. If the Health FSA is accessible by an electronic payment card (e.g., debit card, credit card, or similar arrangement), the Participant will be required to comply with

substantiation procedures established by the Plan Administrator in accordance with Section 7.9 and applicable IRS guidance regarding electronic payment card programs.

- (c) *Claims Denied.* For reimbursement claims that are denied, see the appeals procedure in Article XII.
- (d) *Claims Ordering; No Reprocessing.* All claims for reimbursement under the Health FSA Component will be paid in the order in which they are approved. Once paid, a claim will not be reprocessed or otherwise recharacterized solely for the purpose of paying it (or treating it as paid) from amounts attributable to a different Plan Year or Period of Coverage.

7.8 Reimbursements From Health FSA After Termination of Participation; COBRA. When a Participant ceases to be a Participant under Section 3.2, the Participant's Salary Reductions and election to participate will terminate. Except as otherwise provided in this Section 7.8, the Participant will not be able to receive reimbursements for Medical Care Expenses incurred after the end of the day on which the Participant's employment terminates or the Participant otherwise ceases to be eligible. However, such Participant (or the Participant's estate) may claim reimbursement for any Medical Care Expenses incurred during the Period of Coverage prior to the date that the Participant ceases to be eligible, provided that the Participant (or the Participant's estate) files a claim within 90 days after the date that the Participant ceases to be a Participant.

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, a Participant and their Spouse and Dependents, as applicable, whose coverage terminates under the Health FSA Component because of a COBRA qualifying event (and who is a qualified beneficiary as defined under COBRA) shall be given the opportunity to continue on a self-pay basis the same coverage that they had under the Health FSA Component the day before the qualifying event for the periods prescribed by COBRA. Specifically, such individuals will be eligible for COBRA continuation coverage only if, under Section 7.5, they have a positive Health FSA Account balance at the time of a COBRA qualifying event (taking into account all claims submitted before the date of the qualifying event). Such individuals will be notified if they are eligible for COBRA continuation coverage. If COBRA is elected, it will be available only for the remainder of the Plan Year in which the qualifying event occurs; such COBRA coverage for the Health FSA Component will cease at the end of the Plan Year and cannot be continued for the next Plan Year, except that qualified beneficiaries who continue coverage through the end of the Plan Year may carry over up to \$550 of unused Health FSA amounts remaining at the end of such Plan Year in accordance with the Plan's provisions regarding Health FSA carryovers (see Section 7.4). Such continuation coverage shall be subject to all conditions and limitations under COBRA, except that it shall not be terminated early for after-acquired group health coverage or Medicare entitlement.

Contributions for coverage for Health FSA Benefits may be paid on a pre-tax basis for current Employees receiving taxable compensation (as may be permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to

provide coverage that extends into a subsequent Plan Year) where COBRA coverage arises either (a) because the Employee ceases to be eligible because of a reduction of hours or (b) because the Employee's Dependent ceases to satisfy the eligibility requirements for coverage. For all other individuals (e.g., Employees who cease to be eligible because of retirement, termination of employment, or layoff), Contributions for COBRA coverage for Health FSA Benefits shall be paid on an after-tax basis (unless permitted otherwise by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year).

7.9 Electronic Payment Cards. If the Employer allows the Health FSA to be accessed by an electronic payment card (e.g., debit card, credit card, or similar arrangement), Participants will be required to comply with substantiation procedures established by the Plan Administrator in accordance with applicable IRS guidance regarding electronic payment card programs. In addition, the following provisions shall apply:

- (a) *Initial and Periodic Certification.* Before receiving an electronic payment card, a Participant must certify that they will only use the card to pay for Medical Care Expenses, will not use the card for expenses that have already been reimbursed, will not seek reimbursement under any other health plan for expenses paid for with the card, and will acquire and keep sufficient documentation (see subsection (d) below) for expenses paid with the card. The Participant must also agree to abide by any other terms and conditions of the card program as set forth herein and in any cardholder agreement issued in conjunction with the card, including but not limited to payment of any fees for participation in the card program and the Plan's right to recoup improper card payments by withholding amounts from Compensation and offsetting against other Health FSA claims. The Participant must reaffirm these agreements during each subsequent Open Enrollment Period in order for the card to remain activated. In addition, these agreements are reaffirmed each time the Participant uses the card. Failure to abide by these agreements may result in deactivation of the card.
- (b) *Deactivation of Card.* A Participant's card will be deactivated when participation in the Health FSA ceases or at other times as set forth herein (e.g., for failure to comply with the Plan's substantiation and recoupment procedures). A Participant whose card has been deactivated must request reimbursement for Medical Care Expenses through other methods (e.g., by submitting paper claims).
- (c) *Merchants; Card Use.* Card use is limited to eligible merchants as provided in applicable IRS guidance and as further identified by the Plan Administrator or its designee. The card's debit balance (or credit limit, as applicable) must be limited to the amount of the Participant's available reimbursement as described in Section 7.4. Each time the card is swiped, the Participant certifies to the Plan that the expense for which payment under the Health FSA is being made is a Medical Care Expense that has not already been reimbursed from another source and that reimbursement for the expense will not be sought from another source. Use of a card to pay for a service or product is not considered to be a claim

for benefits under the Plan; a claim does not arise until a paper or electronic reimbursement request is submitted.

- (d) *Documentation.* For each expense that is paid with the card, the Participant must obtain and retain a bill, invoice, or other statement from the merchant describing the service or product, the date of the service or sale, and the amount of the expense. The documentation must be retained until the close of the Plan Year following the Plan Year in which the card transaction occurred. If the Participant is asked to provide the documentation to the Plan, they must do so within the period specified in the request. A Participant who is unable to provide adequate or timely substantiation upon request from the Plan must repay the Plan for the unsubstantiated expense. In addition, the Participant's card may be deactivated.
- (e) *Correction of Improper Payments.* Participants must repay the Plan for any improper payments that are made with their cards. Improper payments may be recouped in accordance with applicable IRS guidance. If the Plan is unable to recoup an improper payment, the Employer will treat the payment as it would treat any other business indebtedness. If the debt is not collected and the Employer forgives the indebtedness, the payment will be treated as wages in the year in which the indebtedness was forgiven.

ARTICLE VIII. DCAP Component

8.1 DCAP Benefits. An Eligible Employee can elect to participate in the DCAP Component by electing to receive benefits in the form of reimbursements for Dependent Care Expenses and to pay the Contribution for such benefits on a pre-tax Salary Reduction basis. Unless an exception applies (as described in Article XI), such election of DCAP Benefits is irrevocable for the duration of the Period of Coverage to which it relates.

8.2 Contributions for Cost of Coverage for DCAP Benefits. The annual Contribution for a Participant's DCAP Benefits is equal to the annual benefit amount elected by the Participant, subject to the dollar limits set forth in Section 8.4(b). (For example, if the maximum \$5,000 annual benefit amount is elected, then the annual Contribution amount is also \$5,000.)

8.3 Eligible Dependent Care Expenses. Under the DCAP Component, a Participant may receive reimbursement for Dependent Care Expenses incurred during the Period of Coverage for which an election is in force.

- (a) *Incurred.* A Dependent Care Expense is incurred at the time the Qualifying Dependent Care Services giving rise to the expense is furnished, not when the Participant is formally billed for, is charged for, or pays for the Qualifying Dependent Care Services (e.g., services rendered for the month of June are not fully incurred until June 30 and cannot be reimbursed in full until then).
- (b) *Dependent Care Expenses.* "Dependent Care Expenses" are expenses that are considered to be employment-related expenses under Code §21(b)(2) (relating to expenses for the care of a Qualifying Individual necessary for gainful employment of the Employee and Spouse, if

any, and expenses for incidental household services), if paid for by the Eligible Employee to obtain Qualifying Dependent Care Services; provided, however, that this term shall not include any expenses for which the Participant or other person incurring the expense is reimbursed for the expense through insurance or any other plan. If only a portion of a Dependent Care Expense has been reimbursed elsewhere (e.g., because the Spouse's DCAP imposes maximum benefit limitations), the DCAP can reimburse the remaining portion of such Expense if it otherwise meets the requirements of this Article VIII.

- (c) *Qualifying Dependent Care Services.* "Qualifying Dependent Care Services" means services that:
- (1) relate to the care of a Qualifying Individual that enable the Participant and their Spouse to remain gainfully employed after the date of participation in the DCAP Component and during the Period of Coverage; and
 - (2) are performed:
 - (i) in the Participant's home; or
 - (ii) outside the Participant's home for (A) the care of a Participant's qualifying child who is under age 13; or (B) the care of any other Qualifying Individual who regularly spends at least eight hours per day in the Participant's household.

In addition, if the expenses are incurred for services provided by a dependent care center (i.e., a facility (including a day camp) that provides care for more than six individuals (other than individuals residing at the facility) on a regular basis and receives a fee, payment, or grant for such services), then the center must comply with all applicable state and local laws and regulations.

- (d) *Exclusion.* Dependent Care Expenses do not include amounts paid to:
- (1) an individual whom a Participant or their Spouse can claim as a dependent for federal income tax purposes;
 - (2) a Participant's Spouse;
 - (3) a Participant's child (as defined in Code §152(f)(1)) who is under 19 years of age at the end of the year in which the expenses were incurred; or
 - (4) a parent of a Participant's under age 13 qualifying child as defined in Code §152(a)(1) (e.g., a former spouse who is the child's noncustodial parent).

8.4 Maximum and Minimum Benefits for DCAP

- (a) *Maximum Reimbursement Available.* The maximum dollar amount elected by the Participant for reimbursement of Dependent Care Expenses incurred during a Period of Coverage (reduced by prior reimbursements during the Period of Coverage) shall only be

available during the Period of Coverage to the extent of the actual amounts credited to the Participant's DCAP Account pursuant to Section 8.5. No reimbursement will be made to the extent that such reimbursement would exceed the balance in the Participant's Account (that is, the year-to-date amount that has been withheld from the Participant's Compensation for reimbursement for Dependent Care Expenses for the Period of Coverage, less any prior reimbursements). Payment shall be made to the Participant in cash as reimbursement for Dependent Care Expenses incurred during the Period of Coverage for which the Participant's election is effective, provided that the other requirements of this Article IX have been satisfied.

(b) *Maximum and Minimum Dollar Limits.* The maximum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Dependent Care Expenses incurred in any Period of Coverage shall be \$5,000 or, if lower, the maximum amount that the Participant has reason to believe will be excludable their income at the time the election is made as a result of the applicable statutory limit for the Participant. The applicable statutory limit for a Participant is the smallest of the following amounts:

- (1) the Participant's Earned Income for the calendar year;
- (2) the Earned Income of the Participant's Spouse for the calendar year (for this purpose, a Spouse will be deemed to have earned income of at least \$250 (\$500 if the Participant has two or more Qualifying Individuals) for each month in which the Spouse is either (1) physically or mentally incapable of self-care (provided that the Spouse must have the same principal place of abode as the Participant for more than one-half of such year), or (2) a Student); or
- (3) either \$5,000 or \$2,500 for the calendar year, as applicable:
 - (A) \$5,000 for the calendar year if one of the following applies:
 - (i) the Participant is married and files a joint federal income tax return;
 - (ii) the Participant is married, files a separate federal income tax return, and meets the following conditions: (a) the Participant maintains as their home a household that constitutes (for more than half of the taxable year) the principal abode of a Qualifying Individual (i.e., the Dependent for whom the Participant is eligible to receive reimbursements under the DCAP); (b) the Participant furnishes over half of the cost of maintaining such household during the taxable year; and (c) during the last six months of the taxable year, the Participant's Spouse is not a member of such household; or
 - (iii) the Participant is single or is the head of the household for federal income tax purposes; or
 - (B) \$2,500 for the calendar year if the Participant is married and files a separate federal income tax return under circumstances other than those described

above.

The minimum annual benefit amount that a Participant may elect to receive under this Plan in the form of reimbursements for Dependent Care Expenses incurred in any Period of Coverage shall be \$130.

- (c) *Changes; No Proration.* For subsequent Plan Years, the maximum and minimum dollar limit may be changed by the Plan Administrator and shall be communicated to Employees through the Election Form/Salary Reduction Agreement or another document. If a Participant enters the DCAP Component midyear or wishes to increase their election midyear as permitted under Section 11.3, then there will be no proration rule, i.e., the Participant may elect coverage up to the maximum dollar limit or may increase coverage up to the maximum dollar limit, as applicable.
- (d) *Effect on Maximum Benefits If Election Change Permitted.* Any change in an election under Article XI affecting annual contributions to the DCAP Component also will change the maximum reimbursement benefits for the balance of the Period of Coverage (commencing with the election change), as further limited by Sections 8.4(a) and (b). Such maximum reimbursement benefits for the balance of the Period of Coverage shall be calculated by adding (1) the contributions, if any, made by the Participant as of the end of the portion of the Period of Coverage immediately preceding the change in election, to (2) the total contributions scheduled to be made by the Participant during the remainder of such Period of Coverage to the DCAP Account, reduced by (3) reimbursements during the Period of Coverage.
- (e) *No Grace Period.* Except as otherwise provided under the Plan, DCAP amounts for any given Plan Year may not be used to reimburse expenses incurred after the end of that Plan Year, nor may they be cashed out or converted to any other taxable or nontaxable benefit. For example, Prior Plan Year DCAP Amounts may not be used to reimburse Medical Care Expenses.

8.5 Establishment of DCAP Account. The Plan Administrator will establish and maintain a DCAP Account with respect to each Participant who has elected to participate in the DCAP Component, but it will not create a separate fund or otherwise segregate assets for this purpose. The Account so established will merely be a recordkeeping account with the purpose of keeping track of contributions and determining forfeitures under Section 8.6.

- (a) *Crediting of Accounts.* A Participant's DCAP Account will be credited periodically during each Period of Coverage with an amount equal to the Participant's Salary Reductions elected to be allocated to such Account.
- (b) *Debiting of Accounts.* A Participant's DCAP Account will be debited during each Period of Coverage for any reimbursement of Dependent Care Expenses incurred during the Period of Coverage.
- (c) *Available Amount Is Based on Credited Amount.* As described in Section 8.4, the amount available for reimbursement of Dependent Care Expenses may not exceed the year-to-date amount credited to the Participant's DCAP Account, less any prior reimbursements for

Dependent Care Expenses incurred during the Plan Year-i.e., it is based on the amount credited to the DCAP Account at a particular point in time. Thus, a Participant's DCAP Account may not have a negative balance.

8.6 Forfeiture of DCAP Accounts; Use-It-or-Lose-It Rule. If any balance remains in the Participant's DCAP Account for a Period of Coverage after all reimbursements have been made for the Period of Coverage, then such balance shall not be carried over to reimburse the Participant for Dependent Care Expenses incurred during a subsequent Plan Year. The Participant shall forfeit all rights with respect to such balance. All forfeitures under this Plan shall be used as follows: first, to offset any losses experienced by the Employer during the Plan Year as a result of making reimbursements (i.e., providing DCAP Benefits) with respect to all Participants in excess of the Contributions paid by such Participants through Salary Reductions; second, to reduce the cost of administering the DCAP during the Plan Year or the subsequent Plan Year (all such administrative costs shall be documented by the Plan Administrator); and third, to provide increased benefits or compensation to Participants in subsequent years in any weighted or uniform fashion the Plan Administrator deems appropriate, consistent with applicable regulations. In addition, any DCAP Account benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Period of Coverage in which the Dependent Care Expense was incurred shall be forfeited and applied as described above.

Notwithstanding anything in this Article VIII to the contrary, for the 2021 and 2022 Plan Years only, a Participant is permitted to carry over all unused amounts from the 2020 Plan Year to the 2021 Plan Year and from the 2021 Plan Year to the 2022 Plan Year, in accordance with the Consolidated Appropriations Act, 2021 and applicable guidance, provided that the Participant re-enrolls in the DCAP each year as required by the Plan Administrator.

8.7 Reimbursement Claims Procedure for DCAP

- (a) *Timing.* Within 30 days after receipt by the Plan Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Dependent Care Expenses (if the Plan Administrator approves the claim), or the Plan Administrator will notify the Participant that their claim has been denied. This time period may be extended by an additional 15 days for matters beyond the control of the Plan Administrator, including in cases where a reimbursement claim is incomplete. The Plan Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days in which to complete the previously incomplete reimbursement claim.
- (b) *Claims Substantiation.* A Participant who has elected to receive DCAP Benefits for a Period of Coverage may apply for reimbursement by submitting a request for reimbursement in writing to the Plan Administrator in such form as the Plan Administrator may prescribe, by no later than the April 30 following the close of the Plan Year in which the Dependent Care Expense was incurred (except for a Participant who ceases to be eligible to participate, by no later than 90 days after the date that eligibility ceases, as

described in Section 8.8), setting forth:

- (1) the person(s) on whose behalf Dependent Care Expenses have been incurred;
- (2) the nature and date of the Expenses so incurred;
- (3) the amount of the requested reimbursement;
- (4) the name of the person, organization, or entity to whom the Expense was or is to be paid, and taxpayer identification number (Social Security number, if the recipient is a person);
- (5) a statement that such Expenses have not otherwise been reimbursed and that the Participant will not seek reimbursement through any other source;
- (6) the Participant's certification that they have no reason to believe that the reimbursement requested, added to their other reimbursements to date for Dependent Care Expenses incurred during the same calendar year, will exceed the applicable statutory limit for the Participant as described in Section 8.4(b); and
- (7) other such details about the expenses that may be requested by the Plan Administrator in the reimbursement request form or otherwise (e.g., a more detailed certification from the Participant).

The application shall be accompanied by bills, invoices, or other statements from an independent third party showing that the Dependent Care Expenses have been incurred and showing the amounts of such Expenses, along with any additional documentation that the Plan Administrator may request. Except for the final reimbursement claim for a Period of Coverage, no claim for reimbursement may be made unless and until the aggregate claim for reimbursement is at least \$25.

- (c) *Claims Denied.* For reimbursement claims that are denied, see the appeals procedure in Article XII.

8.8 Reimbursements From DCAP After Termination of Participation. When a Participant ceases to be a Participant under Section 3.2, the Participant's Salary Reductions and election to participate will terminate. The Participant will not be able to receive reimbursements for Dependent Care Expenses incurred after the end of the day on which the Participant's employment terminates or the Participant otherwise ceases to be eligible, with one exception: such Participant (or the Participant's estate) may claim reimbursement for any Dependent Care Expenses incurred in the month following termination of employment or other cessation of eligibility if such month is in the current Plan Year, provided that the Participant (or the Participant's estate) files a claim within 90 days after the date that the Participant's employment terminates or the Participant otherwise ceases to be eligible. In addition, such Participant (or the Participant's estate) may claim reimbursement for any Dependent Care Expenses incurred during the Period of Coverage prior to the date that the Participant ceases to be eligible, provided that the Participant (or the Participant's estate) files a claim within 90 days after the date that the Participant ceases to be a Participant.

8.9 Report to DCAP Participants. On or before January 31 of each year, the Plan Administrator shall furnish to each Participant who has received reimbursement for Dependent Care Expenses during the prior calendar year a written statement showing the Dependent Care Expenses paid during such year with respect to the Participant, or showing the Salary Reductions for the year for the DCAP Component, as the Plan Administrator deems appropriate.

ARTICLE IX. Opt-Out Arrangement

9.1 Opt-Out Payments. Participants who are eligible under the terms of the Employer's Medical Plan or dental plans may make an election under this Plan to waive such benefits in exchange for a taxable cash payment. The Opt-Out Payment or Payments provided under the Plan are intended to meet the requirements of an eligible opt-out arrangement under Proposed Treasury Regulation §1.36B-2(c)(3)(v)(A)(7)(ii).

9.2 Requirements for Opt-Out. In order for a Participant to be eligible for an Opt-Out Payment described in 9.1, the Participant must:

- (a) Decline coverage under the Employer's Medical Plan, and dental plan;
- (b) Provide reasonable evidence that the Employee and all other individuals for whom the Employee reasonably expects to claim an exemption for the Plan Year (the Employee's "Expected Tax Family") have or will have minimum essential coverage, other than individual market coverage, during the Plan Year to which the Opt-Out Payment applies. For this purpose, reasonable evidence of alternate coverage may include an attestation from the Employee that the Employee and all members of the Employee's Expected Tax Family have or will have minimum essential coverage, other than individual coverage, for the Plan Year in which the Opt-Out Payment is offered.

9.3 Ineligibility for Opt-Out Payment. No Opt-Out Payment will be made under this Plan if the Employer determines or has reason to determine that the Employee or member of the Employee's Expected Tax Family does not or will not have the coverage required under 9.2(b).

9.4 Annual Attestation Required. In order for a Participant to remain eligible for an Opt-Out Payment with respect to any new Plan year, the Participant must again satisfy the requirements of 9.2 no earlier than reasonably in advance of or just after the start of the new Plan Year, such as during the Employer's open enrollment period or just after the period of coverage begins.

ARTICLE X. HIPAA Provisions for Health FSA

10.1 General. As a HIPAA Health Plan, the Health FSA shall comply with the standards for privacy of protected health information as set forth in the Privacy Rule, the security standards for the protection of Electronic PHI as set forth in the Security Rule, and the notification requirements for Breaches of Unsecured PHI under the Breach Notification Rule.

10.2 Definitions. For purposes of this Article, the following definitions shall apply:

- (a) "Breach" shall mean the acquisition, access, use, or disclosure of an individual's PHI in a manner not permitted under the Privacy Rule. A Breach shall be presumed unless the Plan determines there is a low probability that the PHI has been compromised. A Breach does not include: (1) an unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access, or use was in good faith and within the scope of authority and does not result in a further impermissible use or disclosure; (2) an inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI at the same covered entity or business associate or organized health care arrangement, and the information received is not further used or disclosed in a manner not permitted under the Privacy Rule; or (3) a disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- (b) "Breach Notification Rule" means the regulations issued under HIPAA set forth in subpart D of 45 CFR Part 164.
- (c) "Electronic Protected Health Information" or "Electronic PHI" means PHI that is transmitted by or maintained in electronic media.
- (d) "Health Care Operations" is as defined under 45 CFR §160.501.
- (e) "HIPAA Health Plan," as defined under 45 CFR §160.103, means an individual or group plan that provides, or pays the cost of, medical care, and includes those plans and arrangements listed in 45 CFR §160.103.
- (f) "Payment" is as defined under 45 CFR §160.501, and means activities undertaken by a HIPAA Health Plan to obtain contributions or to determine or fulfill its responsibility for coverage and provision of benefits, or to obtain or provide reimbursement for the provision of health care.
- (g) "Privacy Policy" means the Employer HIPAA Privacy Policy.
- (h) "Privacy Rule" means the regulations issued under HIPAA set forth in subpart E of 45 CFR Part 164.
- (i) "Protected Health Information" or "PHI" means individually identifiable health information that (1) relates to the past, present, or future physical or mental condition of a current or former Participant, Spouse, or Dependent, provision of health care to a Participant, Spouse, or Dependent, or payment for such health care; (2) can either identify the Participant, Spouse, or Dependent, or there is a reasonable basis to believe the information can be used to identify the Participant, Spouse, or Dependent; and (3) is received or created by or on behalf of the Health FSA.
- (j) "Responsible Employee" means an employee (including a contract, temporary, or leased employee) of the Health FSA or of the Employer whose duties (1) require that the employee have access to PHI for purposes of Payment or Health Care Operations; or (2) make it likely that the employee will receive or have access to PHI. Persons designated as

Responsible Employees are described in Section 10.3.

- (k) "Security Incident," as defined under 45 CFR §164.304, means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (l) "Security Rule" means the regulations issued under HIPAA set forth in subpart C of 45 CFR Part 164.

10.3 Responsible Employees. Only Responsible Employees shall be permitted to use, disclose, create, receive, access, maintain, or transmit PHI or Electronic PHI on behalf of a Health FSA. The use or disclosure of PHI or Electronic PHI by Responsible Employees shall be restricted to the Health FSA administration functions that the Employer performs on behalf of a Health FSA pursuant to Section 10.4.

- (a) Employer employees who perform the following functions on behalf of the Health FSA are Responsible Employees: (1) claims determination and processing functions; (2) Health FSA vendor relations functions; (3) benefits education and information functions; (4) Health FSA administration activities; (5) legal department activities; (6) Health FSA compliance activities; (7) information systems support activities; (8) internal audit functions; and (9) human resources and payroll functions.
- (b) In addition to those individuals described in subsection (a), the Health FSA HIPAA privacy official and security official, and Employer employees to whom the Health FSA HIPAA privacy official and security official have delegated any of the following responsibilities, shall also be Responsible Employees: (1) implementation, interpretation, and amendment of the Privacy Policy; (2) Privacy Rule, Breach Notification Rule, or Security Rule training for Employer employees; (3) investigation of and response to complaints by Participants, Spouses, Dependents, and/or employees; (4) preparation, maintenance, and distribution of the health FSA's privacy notice; (5) response to requests by Participants, Spouses, or Dependents to inspect or copy PHI; (6) response to requests by Participants, Spouses, or Dependents to restrict the use or disclosure of their PHI; (7) response to requests by Participants, Spouses, or Dependents to receive communications of their PHI by alternate means or in an alternate manner; (8) amendment and response to requests to amend the PHI of Participants, Spouses, or Dependents; (9) response to requests by Participants, Spouses, or Dependents for an accounting of disclosures of their PHI; (10) response to requests for information by the Department of Health and Human Services; (11) approval of disclosures to law enforcement or to the military for government purposes; (12) maintenance of records and other documentation required by the Privacy Rule, Breach Notification Rule, or Security Rule; (13) negotiation of Privacy Rule, Breach Notification Rule, and Security Rule provisions and/or reasonable security provisions into contracts with third-party service providers; (14) maintenance of Health FSA PHI or Electronic PHI security documentation; or (15) approval of access to Electronic PHI by Participants, Spouses, or Dependents.

10.4 Permitted Uses and Disclosures. Responsible Employees may access, request, receive, use, disclose, create, and/or transmit PHI only to perform certain permitted and required functions on behalf of the Health FSA, consistent with the Privacy Policy. This includes:

- (a) uses and disclosures for the Health FSA's own Payment and Health Care Operations functions;
- (b) uses and disclosures for another HIPAA Health Plan's Payment and Health Care Operations functions;
- (c) disclosures to a health care provider, as defined under 45 CFR §160.103, for the health care provider's treatment activities;
- (d) disclosures to the Employer, acting in its role as Plan sponsor, of (1) summary health information for purposes of obtaining health insurance coverage or premium bids for HIPAA Health Plans or for making decisions to modify, amend, or terminate a HIPAA Health Plan; or (2) enrollment or disenrollment information;
- (e) disclosures of a Participant's, Spouse's, or Dependent's PHI to the Participant or the Dependent or their personal representative, as defined under 45 CFR §164.502(g);
- (f) disclosures to a Participant's, Spouse's, or Dependent's family members or friends involved in the Participant's, Spouse's, or Dependent's health care or payment for the Participant's, Spouse's, or Dependent's health care, or to notify a Participant's, Spouse's, or Dependent's family in the event of an emergency or disaster relief situation;
- (g) uses and disclosures to comply with workers' compensation laws;
- (h) uses and disclosures for legal and law-enforcement purposes, such as to comply with a court order;
- (i) disclosures to the Secretary of Health and Human Services to demonstrate the Health FSA's compliance with the Privacy Rule, Security Rule, or Breach Notification Rule;
- (j) uses and disclosures for other governmental purposes, such as for national security purposes;
- (k) uses and disclosures for certain health and safety purposes, such as to prevent or lessen a threat to public health, to report suspected cases of abuse, neglect, or domestic violence, or relating to a claim for public benefits or services;
- (l) uses and disclosures to identify a decedent or cause of death, or for tissue-donation purposes;
- (m) uses and disclosures required by other applicable laws; and
- (n) uses and disclosures pursuant to the Participant's authorization that satisfies the requirements of 45 CFR §164.508.

10.5 Prohibited Uses and Disclosures. Notwithstanding anything in the Plan to the contrary, use or disclosure of Protected Health Information is prohibited in the following situations.

- (a) *Genetic Information.* Use or disclosure of Protected Health Information that is Genetic Information about an individual for underwriting purposes shall not be a permitted use or disclosure. The term "underwriting purposes" includes determining eligibility or benefits, computation of premium or contribution amounts, or the creation, renewal, or replacement

of a contract of health insurance.

- (b) *Employment-Related Actions.* Use or disclosure of Protected Health Information for the purpose of employment-related actions or decisions shall not be a permitted use or disclosure.
- (c) *Other Benefits.* Use or disclosure of Protected Health Information in connection with any other benefit or employee benefit plan of the Employer, except as expressly permitted in Section 10.4, shall not be a permitted use or disclosure.

10.6 Certification Requirement. The Health FSA shall disclose PHI, including Electronic PHI, to Responsible Employees only upon receipt of a certification by the Employer that the Employer agrees:

- (a) not to use or further disclose PHI other than as permitted or required by this Article and the Privacy Policy or as required by law;
- (b) to take reasonable steps to ensure that any agents to whom the Employer provides PHI or Electronic PHI received from the Health FSA agree: (1) to the same restrictions and conditions that apply to the Employer with respect to such PHI; and (2) to implement reasonable and appropriate security measures to protect such Electronic PHI;
- (c) not to use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer other than another Health Plan;
- (d) to report to the Health FSA any use or disclosure of PHI, including Electronic PHI, that is inconsistent with the uses or disclosures described in Section 10.4, or any Security Incident, of which the Employer becomes aware;
- (e) to make available PHI for inspection and copying in accordance with 45 CFR §164.524;
- (f) to make available PHI for amendment, and to incorporate any amendments to PHI, in accordance with 45 CFR §164.526;
- (g) to make available PHI required to provide an accounting of disclosures in accordance with 45 CFR §164.528;
- (h) to make its internal practices, books, and records relating to the use and disclosure of PHI and Electronic PHI, received on behalf of the Health FSA, available to the Secretary of Health and Human Services for purposes of determining compliance by the Health FSA with the Privacy Rule, the Breach Notification Rule, or the Security Rule;
- (i) if feasible, to return or destroy all PHI and Electronic PHI received from the Health FSA that the Employer still maintains in any form and retain no copies of such PHI and Electronic PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of PHI and Electronic PHI infeasible;
- (j) to take reasonable steps to ensure that there is adequate separation between the Health FSA and the Employer's activities in its role as Health FSA sponsor and employer, and that such adequate separation is supported by reasonable and appropriate security measures; and
- (k) to implement administrative, physical, and technical safeguards that reasonably and

appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that the Employer creates, receives, maintains, or transmits on behalf of the FSA.

10.7 Mitigation. In the event of noncompliance with any of the provisions set forth in this Article:

- (a) The HIPAA privacy official or security official, as appropriate, shall address any complaint promptly and confidentially. The HIPAA privacy official or security official, as appropriate, first will investigate the complaint and document the investigation efforts and findings.
- (b) If PHI, including Electronic PHI, has been used or disclosed in violation of the Privacy Policy or inconsistent with this Article, the HIPAA privacy official and/or the security official, as appropriate, shall take immediate steps to mitigate any harm caused by the violation and to minimize the possibility that such a violation will recur.
- (c) If a Responsible Employee or other Employer employee is found to have violated the Privacy Policy and/or policy developed under the Security Rule, such personnel shall be subject to disciplinary action up to and including termination.

10.8 Breach Notification. Following the discovery of a Breach of unsecured PHI, the Health FSA shall notify each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed as a result of a Breach, in accordance with 45 CFR §164.404, and shall notify the Secretary of Health and Human Services in accordance with 45 CFR §164.408. For a breach of unsecured PHI involving more than 500 residents of a State or jurisdiction, the Health FSA shall notify the media in accordance with 45 CFR §164.406. "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology specified in regulations or other guidance issued by the Secretary of Health and Human Services.

ARTICLE XI. Irrevocability of Elections; Exceptions

11.1 Irrevocability of Elections. Except as described in this Article XI, a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates. In other words, unless an exception applies, the Participant may not change any elections for the duration of the Period of Coverage regarding:

- (a) participation in this Plan;
- (b) Salary Reduction amounts; or
- (c) election of particular Benefit Package Options (including the various Health FSA Options).

11.2 Procedure for Making New Election If Exception to Irrevocability Applies

- (a) *Timeframe for Making New Election.* A Participant (or an Eligible Employee who, when first eligible under Section 3.1 or during the Open Enrollment Period under Section 3.2, declined to be a Participant) may make a new election within 60 days of the occurrence of an event described in Section 11.3, but only if the election under the new Election Form/Salary Reduction Agreement is made on account of and is consistent with the event.

Notwithstanding the foregoing, a Change in Status (e.g., a divorce or a dependent's losing student status) that results in a beneficiary becoming ineligible for coverage under the Medical or Dental Insurance Plan shall automatically result in a corresponding election change, whether or not requested by the Participant within the normal 30-day period.

- (b) *Effective Date of New Election.* Elections made pursuant to this Section 11.2 shall be effective for the balance of the Period of Coverage following the change of election unless a subsequent event allows for a further election change. Except as provided in Section 11.3(e) for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the next calendar month following the date that the election change request was filed, but, as determined by the Plan Administrator, election changes may become effective later to the extent that any replacement coverage commences later).
- (c) *Effect of New Election Upon Amount of Benefits.* For the effect of a changed election upon the maximum and minimum benefits under the Health FSA and DCAP Components, see Sections 7.4 and 8.4 respectively.

11.3 Events Permitting Exception to Irrevocability Rule. A Participant may change an election as described below upon the occurrence of the stated events for the applicable component of this Plan:

- (a) *Open Enrollment Period.* A Participant may change an election during the Open Enrollment Period in accordance with Section 3.2.
- (b) *Termination of Employment.* A Participant's election will terminate under the Plan upon termination of employment in accordance with Sections 3.3 and 3.4, as applicable.
- (c) *Leaves of Absence.* A Participant may change an election under the Plan upon FMLA leave in accordance with Section 3.4 and upon non-FMLA leave in accordance with Section 3.5.
- (d) *Change in Status (Applies to Premium Payment Benefits, Health FSA Benefits as Limited Below, and DCAP Benefits as Limited Below).* A Participant may change their election under the Plan upon the occurrence of a Change in Status, but only if such election change is made on account of and corresponds with a Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer (referred to as the general consistency requirement). A Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer includes a Change in Status that results in an increase or decrease in the number of an Employee's family members (i.e., a Spouse and/or Dependents) who may benefit from the coverage.

Election changes may not be made to reduce Health FSA coverage during a Period of Coverage; however, election changes may be made to cancel Health FSA coverage completely due to the occurrence of any of the following events: death of a Spouse, divorce, legal separation, or annulment; death of a Dependent; change in employment

status such that the Participant becomes ineligible for Health FSA coverage; or a Dependent's ceasing to satisfy eligibility requirements for Health FSA coverage. Notwithstanding the foregoing, such cancellation will not become effective to the extent that it would reduce future contributions to the Health FSA to a point where the total contributions for the Plan Year are less than the amount already reimbursed for the Plan Year.

The Plan Administrator, in its sole discretion and on a uniform and consistent basis, shall determine, based on prevailing IRS guidance, whether a requested change is on account of and corresponds with a Change in Status. Assuming that the general consistency requirement is satisfied, a requested election change must also satisfy the following specific consistency requirements in order for a Participant to be able to alter their election based on the specified Change in Status:

(1) *Loss of Spouse or Dependent Eligibility; Special COBRA Rules.* For a Change in Status involving a Participant's divorce, annulment, or legal separation from a Spouse, the death of a Spouse or a Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel accident or health insurance coverage for (a) the Spouse involved in the divorce, annulment, or legal separation; (b) the deceased Spouse or Dependent; or (c) the Dependent that ceased to satisfy the eligibility requirements. Canceling coverage for any other individual under these circumstances would fail to correspond with that Change in Status. Notwithstanding the foregoing, if the Participant or their Spouse or Dependent becomes eligible for COBRA (or similar health plan continuation coverage under state law) under the Employer's plan because of a reduction of hours or because the Participant's Dependent ceases to satisfy the eligibility requirements for coverage (and the Participant remains a Participant under this Plan in accordance with Section 3.2), then the Participant may increase their election to pay for such coverage.

(2) *Gain of Coverage Eligibility Under Another Employer's Plan.* For a Change in Status in which a Participant or their Spouse or Dependent gains eligibility for coverage under a cafeteria plan or qualified benefit plan of the employer of the Participant's Spouse or Dependent as a result of a change in marital status or a change in employment status, a Participant may elect to cease or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the Spouse's or Dependent's employer's plan. The Plan Administrator may rely on a Participant's certification that the Participant has obtained or will obtain coverage under the Spouse's or Dependent's employer's plan, unless the Plan Administrator has reason to believe that the Participant's certification is incorrect.

(3) *Special Consistency Rule for DCAP Benefits.* With respect to the DCAP Benefits, a Participant may change or terminate their election upon a Change in Status if (a) such change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage under an employer's plan; or (b) the election change is on account of and corresponds

with a Change in Status that affects eligibility of Dependent Care Expenses for the tax exclusion under Code §129.

(e) *HIPAA Special Enrollment Rights (Applies Only to Premium Payment Benefits for the Medical Plan)*. If a Participant or their Spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code §9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election (including, when required by HIPAA, an election to enroll in another benefit package under a group health plan), provided that the election change corresponds with such HIPAA special enrollment rights. As required by HIPAA, a special enrollment right will arise in the following circumstances:

(1) a Participant or their Spouse or Dependent declined to enroll in group health plan coverage because they had coverage, and eligibility for such coverage is subsequently lost because: (1) the coverage was provided under COBRA, and the COBRA coverage was exhausted; or (2) the coverage was non-COBRA coverage, and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated;

(2) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption;

(3) the Participant's or Dependent's coverage under a Medicaid plan or state children's health insurance program is terminated as a result of loss of eligibility for such coverage; or

(4) the Participant or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's health insurance program with respect to coverage under the group health plan.

An election to add previously eligible Dependents as a result of the acquisition of a new Spouse or Dependent child shall be considered to be consistent with the special enrollment right. An election change on account of a HIPAA special enrollment attributable to the birth, adoption, or placement for adoption of a new Dependent child may, subject to the provisions of the underlying group health plan, be effective retroactively (up to 30 days).

For purposes of Section 11.3(e)(1), the term "loss of eligibility" includes (but is not limited to) loss of eligibility due to legal separation, divorce, cessation of dependent status, death of an employee, termination of employment, reduction of hours, or any loss of eligibility for coverage that is measured with reference to any of the foregoing; loss of coverage offered through an HMO that does not provide benefits to individuals who do not reside, live, or work in the service area because an individual no longer resides, lives, or works in the service area (whether or not within the choice of the individual), and in the case of HMO coverage in the group market, no other benefit package is available to the individual; a situation in which an individual incurs a claim that would meet or exceed a lifetime limit

on all benefits; and a situation in which a plan no longer offers any benefits to the class of similarly situated individuals that includes the individual.

- (f) *Certain Judgments, Decrees, and Orders (Applies to Premium Payment and Health FSA Benefits, but Not to DCAP Benefits)*. If a judgment, decree, or order (collectively, an "Order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a NMSN) requires accident or health coverage (including an election for Health FSA Benefits) for a Participant's child (including a foster child who is a Dependent of the Participant), then a Participant may (1) change their election to provide coverage for the child (provided that the Order requires the Participant to provide coverage); or (2) change their election to revoke coverage for the child if the Order requires that another individual (including the Participant's Spouse or former Spouse) provide coverage under that individual's plan, and such coverage is actually provided.
- (g) *Medicare and Medicaid (Applies to Premium Payment Benefits, to Health FSA Benefits as Limited Below, but Not to DCAP Benefits)*. If a Participant or their Spouse or Dependent who is enrolled in a health or accident plan under this Plan becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), then the Participant may prospectively reduce or cancel the health or accident coverage of the person becoming entitled to Medicare or Medicaid and/or the Participant's Health FSA coverage may be canceled (but not reduced). Notwithstanding the foregoing, such cancellation will not become effective to the extent that it would reduce future contributions to the Health FSA to a point where the total contributions for the Plan Year are less than the amount already reimbursed for the Plan Year. Furthermore, if a Participant or their Spouse or Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then the Participant may prospectively elect to commence or increase the accident or health coverage of the individual who loses Medicare or Medicaid eligibility and/or the Participant's Health FSA coverage may commence or increase.
- (h) *Change in Cost (Applies to Premium Payment Benefits, to DCAP Benefits as Limited Below, but Not to Health FSA Benefits)*. For purposes of this Section 11.3(h), "similar coverage" means coverage for the same category of benefits for the same individuals (e.g., family to family or single to single). For example, two plans that provide major medical coverage are considered to be similar coverage. For purposes of this definition, (1) a health FSA is not similar coverage with respect to an accident or health plan that is not a health FSA; (2) an HMO and a PPO are considered to be similar coverage; and (3) coverage by another employer, such as a Spouse's or Dependent's employer, may be treated as similar coverage if it otherwise meets the requirements of similar coverage.

(1) *Increase or Decrease for Insignificant Cost Changes*. Participants are required to increase their elective contributions (by increasing Salary Reductions) to reflect insignificant increases in their required contribution for their Benefit Package Option(s), and to decrease their

elective contributions to reflect insignificant decreases in their required contribution. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will determine whether an increase or decrease is insignificant based upon all the surrounding facts and circumstances, including but not limited to the dollar amount or percentage of the cost change. The Plan Administrator, on a reasonable and consistent basis, will automatically effectuate this increase or decrease in affected employees' elective contributions on a prospective basis.

(2) *Significant Cost Increases.* If the Plan Administrator determines that the cost charged to an Employee of a Participant's Benefit Package Option(s) (such as the PPO for the Medical Plan) significantly increases during a Period of Coverage, then the Participant may (a) make a corresponding prospective increase in their elective contributions (by increasing Salary Reductions); (b) revoke their election for that coverage, and in lieu thereof, receive on a prospective basis coverage under another Benefit Package Option that provides similar coverage (such as an HMO, but not the Health FSA); or (c) drop coverage prospectively if there is no other Benefit Package Option available that provides similar coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost increase is significant in accordance with prevailing IRS guidance.

(3) *Significant Cost Decreases.* If the Plan Administrator determines that the cost of any Benefit Package Option (such as the PPO for the Medical Plan) significantly decreases during a Period of Coverage, then the Plan Administrator may permit the following election changes: (a) Participants enrolled in that Benefit Package Option may make a corresponding prospective decrease in their elective contributions (by decreasing Salary Reductions); (b) Participants who are enrolled in another Benefit Package Option (such as an HMO, but not the Health FSA) may change their election on a prospective basis to elect the Benefit Package Option that has decreased in cost (such as the PPO for the Medical Plan); or (c) Employees who are otherwise eligible under Section 3.1 may elect the Benefit Package Option that has decreased in cost (such as the PPO) on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost decrease is significant in accordance with prevailing IRS guidance.

(4) *Limitation on Change in Cost Provisions for DCAP Benefits.* The above "Change in Cost" provisions (Sections 11.3(h)(1) through 11.3(h)(3)) apply to DCAP Benefits only if the cost change is imposed by a dependent care provider who is not a "relative" of the Employee. For this purpose, a relative is an individual who is related as described in Code §§152(d)(2)(A) through (G), incorporating the rules of Code §§152(f)(1) and 152(f)(4).

(i) *Change in Coverage (Applies to Premium Payment and DCAP Benefits, but Not to Health FSA Benefits).* The definition of "similar coverage" under Section 11.3(h) applies also to this Section 11.3(i).

(1) *Significant Curtailment.* If coverage is "significantly curtailed" (as defined below), Participants may elect coverage under another Benefit Package Option that provides similar coverage. In addition, as set forth below, if the coverage

curtailment results in a "Loss of Coverage" (as defined below), then Participants may drop coverage if no similar coverage is offered by the Employer. The Plan Administrator in its sole discretion, on a uniform and consistent basis, will decide, in accordance with prevailing IRS guidance, whether a curtailment is "significant," and whether a Loss of Coverage has occurred.

- (A) *Significant Curtailment Without Loss of Coverage.* If the Plan Administrator determines that a Participant's coverage under a Benefit Package Option under this Plan (or the Participant's Spouse's or Dependent's coverage under their employer's plan) is significantly curtailed without a Loss of Coverage (for example, when there is a significant increase in the deductible, the co-pay, or the out-of-pocket cost-sharing limit under an accident or health plan, such as the PPO under the Medical Plan) during a Period of Coverage, the Participant may revoke their election for the affected coverage, and in lieu thereof, prospectively elect coverage under another Benefit Package Option that provides similar coverage (such as the HMO, but not the Health FSA). Coverage under a plan is deemed to be "significantly curtailed" only if there is an overall reduction in coverage provided under the plan so as to constitute reduced coverage generally.
- (B) *Significant Curtailment With a Loss of Coverage.* If the Plan Administrator determines that a Participant's Benefit Package Option (such as the PPO under the Medical Plan) coverage under this Plan (or the Participant's Spouse's or Dependent's coverage under their employer's plan) is significantly curtailed, and if such curtailment results in a Loss of Coverage during a Period of Coverage, then the Participant may revoke their election for the affected coverage and may either prospectively elect coverage under another Benefit Package Option that provides similar coverage (such as the HMO, but not the Health FSA) or drop coverage if no other Benefit Package Option providing similar coverage is offered by the Employer.
- (C) *Definition of Loss of Coverage.* For purposes of this Section 11.3(i)(1), a "Loss of Coverage" means a complete loss of coverage (including the elimination of a Benefit Package Option, an HMO ceasing to be available where the Participant or their Spouse or Dependent resides, or a Participant or their Spouse or Dependent losing all coverage under the Benefit Package Option by reason of an overall lifetime or annual limitation). In addition, the Plan Administrator, in its sole discretion, on a uniform and consistent basis, may treat the following as a Loss of Coverage:
- a substantial decrease in the medical care providers available under the Benefit Package Option (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the number of physicians participating in the PPO for the Medical Plan

or in an HMO);

- a reduction in benefits for a specific type of medical condition or treatment with respect to which the Participant or their Spouse or Dependent is currently in a course of treatment;
- or

- any other similar fundamental loss of coverage.

(D) *DCAP Coverage Changes.* A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care service provider. For example: (a) if the Participant terminates one dependent care service provider and hires a new dependent care service provider, then the Participant may change coverage to reflect the cost of the new service provider; and (b) if the Participant terminates a dependent care service provider because a relative becomes available to take care of the child at no charge, then the Participant may cancel coverage.

(2) *Addition or Significant Improvement of a Benefit Package Option.* If during a Period of Coverage the Plan adds a new Benefit Package Option or significantly improves an existing Benefit Package Option, the Plan Administrator may permit the following election changes: (a) Participants who are enrolled in a Benefit Package Option other than the newly added or significantly improved Benefit Package Option may change their elections on a prospective basis to elect the newly added or significantly improved Benefit Package Option; and (b) Employees who are otherwise eligible under Section 3.1 may elect the newly added or significantly improved Benefit Package Option on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether there has been an addition of, or a significant improvement in, a Benefit Package Option in accordance with prevailing IRS guidance.

(3) *Loss of Coverage Under Other Group Health Coverage.* A Participant may prospectively change their election to add group health coverage for the Participant or their Spouse or Dependent, if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code §7701(a)(40)), the Indian Health Service, or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable Benefit Package Option(s).

(4) *Change in Coverage Under Another Employer Plan.* A Participant may make a prospective election change that is on account of and corresponds with a change made under an employer plan (including a plan of the Employer or a plan of the Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change that would be permitted under applicable IRS regulations; or (b) the Plan permits Participants to make an election for a Period of Coverage that is different from the plan year under the other cafeteria plan or qualified benefits plan. For example, if an election is

made by the Participant's Spouse during their employer's open enrollment to drop coverage, the Participant may add coverage to replace the dropped coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a requested change is on account of and corresponds with a change made under the other employer plan, in accordance with prevailing IRS guidance.

- (j) *Reduction of Hours (Applies Only to Premium Payment Benefits for the Medical Plan).*
A Participant who was reasonably expected to average 30 hours of service or more per week and experiences an employment status change such that they are reasonably expected to average less than 30 hours of service per week may prospectively revoke their election for Medical Plan coverage, provided that the Participant certifies that they and any related individuals whose coverage is being revoked have enrolled or intend to enroll in another plan providing minimum essential coverage under health care reform for coverage that is effective no later than the first day of the second month following the month that includes the date the Medical Plan coverage is revoked.
- (k) *Exchange Enrollment (Applies Only to Premium Payment Benefits for the Medical Plan).*
A Participant who is eligible to enroll for coverage in a government-sponsored Exchange (Marketplace) during an Exchange special or annual open enrollment period may prospectively revoke their election for Medical Plan coverage, provided that the Participant certifies that they and any related individuals whose coverage is being revoked have enrolled or intend to enroll in new Exchange coverage that is effective no later than the day immediately following the last day of the Medical Plan coverage.
- (l) *Election Changes Permitted Under Consolidated Appropriations Act, 2021.* During the 2021 Plan Year only, Participants may at any time elect to increase or decrease their Health FSA or DCAP contribution amounts or enroll in the Health FSA or DCAP, in accordance with the Consolidated Appropriations Act, 2021 and applicable guidance.

A Participant entitled to change an election as described in this Section 11.3 must do so in accordance with the procedures described in Section 11.2.

11.4 Election Modifications Required by Plan Administrator. The Plan Administrator may, at any time, require any Participant or class of Participants to amend the amount of their Salary Reductions for a Period of Coverage if the Plan Administrator determines that such action is necessary or advisable in order to (a) satisfy any of the Code's nondiscrimination requirements applicable to this Plan or other cafeteria plan; (b) prevent any Employee or class of Employees from having to recognize more income for federal income tax purposes from the receipt of benefits hereunder than would otherwise be recognized; (c) maintain the qualified status of benefits received under this Plan; or (d) satisfy Code nondiscrimination requirements or other limitations applicable to the Employer's qualified plans. In the event that contributions need to be reduced for a class of Participants, the Plan Administrator will reduce the Salary Reduction amounts for each affected Participant, beginning with the Participant in the class who had elected the highest Salary Reduction amount and continuing with the Participant in the class who had elected the next-highest Salary Reduction amount, and so forth, until the defect is corrected.

ARTICLE XII. Appeals Procedure

12.1 Procedure If Benefits Are Denied Under This Plan. If a claim for benefits under this Plan is wholly or partially denied, then claims shall be administered in accordance with the claims procedure set forth in the summary plan description for this Plan. The Benefits Manager acts on behalf of the Plan Administrator with respect to appeals.

12.2 Claims Procedures for Medical and Dental Insurance Benefits. Claims and reimbursement for Medical and Insurance Benefits shall be administered in accordance with the claims procedures for the Medical and Insurance Benefits, as set forth in the plan documents and/or summary plan description for the Medical and Insurance Benefits.

12.3 Claims Deadline. Unless otherwise provided herein or required pursuant to applicable law, a claim for benefits under this Plan must be made within one year after the date the expense was incurred that gives rise to the claim. It is the responsibility of the Employee or their designee to make sure this requirement is met.

12.4 Limitations Period for Filing Suit. Unless otherwise provided herein or required pursuant to applicable law, a suit for benefits under this Plan must be brought within one year after the date of a final decision on the claim in accordance with the applicable claims procedure.

ARTICLE XIII. Recordkeeping and Administration

13.1 Plan Administrator. The administration of this Plan shall be under the supervision of the Plan Administrator. It is the principal duty of the Plan Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

13.2 Powers of the Plan Administrator. The Plan Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following discretionary authority:

- (a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies, and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan (provided that, notwithstanding the first paragraph in this Section 13.2, the Committee shall exercise such exclusive power with respect to an appeal of a claim under Section 12.1);
- (b) to prescribe procedures to be followed and the forms to be used by Employees and Participants to make elections pursuant to this Plan;
- (c) to prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Plan Administrator determines to be appropriate;

- (d) to request and receive from all Employees and Participants such information as the Plan Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- (e) to furnish each Employee and Participant with such reports with respect to the administration of this Plan as the Plan Administrator determines to be reasonable and appropriate, including appropriate statements setting forth the amounts by which a Participant's Compensation has been reduced in order to provide benefits under this Plan;
- (f) to receive, review, and keep on file such reports and information regarding the benefits covered by this Plan as the Plan Administrator determines from time to time to be necessary and proper;
- (g) to appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants;
- (h) to sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;
- (i) to secure independent medical or other advice and require such evidence as it deems necessary to decide any claim or appeal; and
- (j) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

13.3 Reliance on Participant, Tables, etc. The Plan Administrator may rely upon the direction, information, or election of a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions, and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

13.4 Provision for Third-Party Plan Service Providers. The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with the operation of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of the Employer.

13.5 Fiduciary Liability. To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

13.6 Compensation of Plan Administrator. Unless otherwise determined by the Employer and permitted by law, any Plan Administrator that is also an Employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of their duties shall be paid by the Employer.

13.7 Bonding. The Plan Administrator shall be bonded to the extent required by applicable law.

13.8 Insurance Contracts. The Employer shall have the right (a) to enter into a contract with one or more insurance companies for the purposes of providing any benefits under the Plan; and (b) to replace any of such insurance companies or contracts. Any dividends, retroactive rate adjustments, or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of and be retained by the Employer, to the extent that such amounts are less than aggregate Employer contributions toward such insurance.

13.9 Inability to Locate Payee. If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

13.10 Effect of Mistake. In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the account of any Participant, or the amount of benefits paid or to be paid to a Participant or other person, the Plan Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code §125 or the regulations issued thereunder, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the account or distributions to which they are properly entitled under the Plan. Such action by the Plan Administrator may include withholding of any amounts due to the Plan or the Employer from Compensation paid by the Employer.

ARTICLE XIV. General Provisions

14.1 Expenses. All reasonable expenses incurred in administering the Plan are currently paid by forfeitures to the extent provided in Section 7.6 with respect to Health FSA Benefits and Section 8.6 with respect to DCAP Benefits, and then by the Employer.

14.2 No Contract of Employment. Nothing herein contained is intended to be or shall be construed as constituting a contract or other arrangement between any Employee and the Employer to the effect that such Employee will be employed for any specific period of time.

14.3 Amendment and Termination. This Plan has been established with the intent of being maintained for an indefinite period of time. Nonetheless, the Employer may amend or terminate all or any part of this Plan (including any Component) at any time for any reason by resolution of the Employer's Board of Directors or by any person or persons authorized by the Board of Directors to take such action, and any such amendment or termination will automatically apply to the Related Employers that are participating in this Plan.

14.4 Governing Law. This Plan shall be construed, administered, and enforced according to the laws of the State of Oregon, to the extent not superseded by the Code or any other federal law.

14.5 Compliance With Code and Other Applicable Laws. It is intended that this Plan meet all applicable requirements of the Code and all regulations issued thereunder. This Plan shall be construed, operated, and administered accordingly, and in the event of any conflict between any part, clause, or provision of this Plan and the Code, the provisions of the Code shall be deemed controlling, and any conflicting part, clause, or provision of this Plan shall be deemed superseded to the extent of the conflict. In addition, the Plan will comply with the requirements of all other applicable laws.

14.6 No Guarantee of Tax Consequences. Neither the Plan Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state, or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state, and local income tax purposes and to notify the Plan Administrator if the Participant has any reason to believe that such payment is not so excludable.

14.7 Indemnification of Employer. If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis and if such payments do not qualify for such treatment under the Code, then such Participant shall indemnify and reimburse the Employer for any liability that it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

14.8 Non-Assignability of Rights. The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant by assignment or any other method and shall not be subject to claims by the Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to the extent required by law.

14.9 Plan Provisions Controlling. In the event that the terms or provisions of any summary or description of this Plan are in any construction interpreted as being in conflict with the provisions of this Plan as set forth in this document, the provisions of this Plan shall be controlling.

14.10 Severability. Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder of the Plan shall be given effect to the maximum extent possible.

* * *

This document is executed this ____ day of _____, 2021.

Board of County Commissioners:

Chair

Recording Secretary

Appendix A

Related Employers That Have Adopted This Plan With County Approval

[No Related Employers have adopted this plan. The County is the only employer participating in this Plan.]

Appendix B

Medical Expenses That Are Not Reimbursable From the Health FSA

The Clackamas County Cafeteria Plan document contains the general rules governing what expenses are reimbursable. This Appendix B, as referenced in the Plan document, specifies certain expenses that are excluded under this Plan with respect to reimbursement from the Health FSA—that is, expenses that *are not reimbursable*, even if they meet the definition of "medical care" under Code §213(d) and may otherwise be reimbursable under the regulations governing Health FSAs.

Exclusions: *The following expenses are not reimbursable from the Health FSA*, even if they meet the definition of "medical care" under Code §213(d) and may otherwise be reimbursable under legal requirements applicable to health FSAs:

- Premiums for other health coverage, including but not limited to premiums for any other plan (whether or not sponsored by the Employer).
- Long-term care services.
- Cosmetic surgery or other similar procedures, unless the surgery or procedure is necessary to ameliorate a deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma, or a disfiguring disease. "Cosmetic surgery" means any procedure that is directed at improving the patient's appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease.
- The salary expense of a nurse to care for a healthy newborn at home.
- Funeral and burial expenses.
- Household and domestic help (even if recommended by a qualified physician due to an Employee's or Dependent's inability to perform physical housework).
- Custodial care.
- Costs for sending a child to a special school for benefits that the child may receive from the course of study and disciplinary methods.
- Social activities, such as dance lessons (even if recommended by a physician for general health improvement).
- Bottled water.
- Cosmetics, toiletries, toothpaste, etc.
- Uniforms or special clothing, such as maternity clothing.
- Automobile insurance premiums.
- Transportation expenses of any kind, including transportation expenses to receive medical care.
- Marijuana and other controlled substances that are in violation of federal laws, even if prescribed by a physician.

- Any item that does not constitute "medical care" as defined under Code §213(d).
- Any item that is not reimbursable due to the rules in Prop. Treas. Reg. §1.125-5(k)(4) or other applicable law or regulations.



CLACKAMAS COUNTY
 Capt. Malcolm McDonald
 Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

July 9, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:


Approval Intergovernmental Agreement Amendment #1 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 \$62,800.00 in revenue to support the Community Service proQram.
Funding Source	City of Wilsonville.
Duration	Effective once signed and terminates June 30, 2022.
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. Malcolm McDonald, Director - Community Corrections 503-655-8717

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 and cleanup for up to approximately six hours per day. Community Corrections provides a Work Crew Specialist 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 \$200.00 to \$425.00 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for 1 year, July 1, 2021 through June 30, 2022 and allows for one additional one-year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to City of Wilsonville.

Respectfully submitted,


 Malcolm McDonald, Director
 Community Corrections

CITY OF WILSONVILLE AMENDMENT #1

Amendment and renewal of Intergovernmental Agreement between Clackamas County (COUNTY) and CITY OF WILSONVILLE (AGENCY) Dated June 11, 2020 for the provision of Community Service Work Crews.

This Amendment adds language to Terms of Agreement.

AMEND:

1. Term

CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2022. This serves as 1 (one) of 3 (three) renewals on this contract dated June 11, 2020.

This Amendment, when signed by City of Wilsonville and the Board of Commissioners, on behalf of Clackamas County, will become part of the contract document dated June 11, 2020.

Clackamas County

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

City of Wilsonville

29799 SW Town Center Loop
Wilsonville, OR 97070
(503) 570-1584

Chair, Board of County Commissioners

Delora Kerber

Authorized Signature

Date

Delora Kerber, Public
Printed Name/Title
Works Director

Recording Secretary

7/9/2021
Date

Approved as to form

GIA 5/4/21

City Counsel



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

July 9, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement Amendment #2 between
Clackamas County Community Corrections and Metro to Provide
Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the Metro.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$12,200.00 in revenue to support the Community Service program.
Funding Source	Metro.
Duration	Effective once signed and terminates June 30, 2022.
Previous Board Action	1 st Amendment
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. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Metro. Crews consisting of a minimum of four offenders perform landscaping and cleanup for up to approximately six hours per day. Community Corrections provides a Work Crew Specialist 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 \$200.00 to \$425.00 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for 1 year, July 1, 2021 through June 30, 2022 and allows for one additional one-year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Metro.

Respectfully submitted,

Malcolm McDonald, Director
Community Corrections

METRO AMENDMENT #2

Amendment and renewal of Intergovernmental Agreement between Clackamas County {COUNTY} and METRO {AGENCY} Dated October 31, 2019 for the provision of Community Service Work Crews.

This Amendment adds language to Terms of Agreement.

AMEND:

1. Term

CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2022. This serves as 2 {two} of 3 {three} renewals on this contract dated October 31, 2019.

This Amendment, when signed by Metro and the Board of County Commissioners, on behalf of Clackamas County, will become part of the contract document dated October 31, 2019.

Clackamas County
Chair Tootle Smith
Commissioner Sonya Fischer
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader

Metro
600 NE Grand Avenue
Portland, OR 97232
(503) 797-1700

Chair, Board of County Commissioners

Date

Recording Secretary

Approved as to form



County Counsel

5/4/21

**Jen Keisler
Fomes**

Digitally signed by Jen Keisler Fomes
DN: cn=Jen Keisler Fomes, o=Metro,
ou,
email=jen.keislerfomes@oregonmetro
gov, c=US
Date: 2021.05.17 11:30:27 -0700

Authorized Signature

Jen Keisler Fomes, Parks Operations Manager

Printed Name/Title

5/17/21

Date



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

July 9, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement Amendment #2 between Clackamas County Community Corrections and Clackamas River Water to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the Clackamas River Water.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$8,000.00 in revenue to support the Community Service program.
Funding Source	Clackamas River Water.
Duration	Effective once signed and terminates June 30, 2022.
Previous Board Action	1 st Amendment
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. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Clackamas River Water. Crews consisting of a minimum of four offenders perform landscaping and cleanup for up to approximately six hours per day. Community Corrections provides a Work Crew Specialist 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 \$200.00 to \$425.00 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for 1 year, July 1, 2021 through June 30, 2022 and allows for one additional one-year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Clackamas River Water.

ed,

Malcolm McDonald, Director
Community Corrections

CLACKAMAS RIVER WATER AMENDMENT #2

Amendment and renewal of Intergovernmental Agreement between Clackamas County {COUNTY} and CLACKAMAS RIVER WATER (AGENCY) Dated July 11, 2019 for the provision of Community Service Work Crews.

This Amendment adds language to Terms of Agreement.

AMEND:

1. Term

CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2022. This serves as 2 (two) of 3 (three) renewals on this contract dated July 11, 2019.

This Amendment, when signed by Clackamas River Water and the Board of County Commissioners, on behalf Clackamas County, will become part of the contract document dated July 11, 2019.

Clackamas County
Chair Tootle Smith
Commissioner Sonya Fischer
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader

Clackamas River Water
PO Box 2439
Clackamas, OR 97015
(503) 722 9220

Chair, Board of County Commissioners

Sheryl French, President
Authorized Signature

Date

Sheryl French, President
Printed Name/Title

Recording Secretary

7-1-21
Date

Approved as to form

J
C...
5421
City Counsel



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract between Water Environment Services and Kennedy/Jenks Consultants, Inc., for the Boring Pump Station and Force Main Engineering Services

Purpose/Outcome	Execution of Contract #3803 for engineering design services for the Boring Pump Station and Force Main
Dollar Amount and Fiscal Impact	Total Contract Value of \$1,907,043.00 until July 1, 2022.
Funding Source	639-01-20100-481020-P632313
Duration	Contract until July 1, 2022
Previous Board Action/Review	Board reviewed Boring Facilities Plan that recommended project on 11/17/2020. Project included in prior discussions related to budget and Capital Improvements Plan. Issue Discussion July 20, 2021, approved to move forward to Business Meeting on July 29, 2021.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project supports the County's Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invests in our natural resources. 2. This project supports the WES Strategic Plan goal to provide properly functioning infrastructure that supports healthy streams and reduces flooding.
Counsel Review	Amanda Keller in County Counsel reviewed this Contract on July 6, 2021.
Procurement Review	Was this project processed through Procurement? Yes.
Contact Person	Steven Rice, Civil Engineering, 971-284-3710
Contract No.	3803

BACKGROUND:

WES has selected Kennedy/Jenks Consultants for design of the Boring Pump Station and Force Main project. The Boring Water Resource Recovery Facility (WRRF) was originally designed for conventional secondary treatment (BOD and TSS removal). Since then, a year round ammonia limit and temperature limit have been imposed. In recent years, meeting these criteria has been problematic and in winter months operations staff have been forced to truck flow from the facility to a discharge manhole for eventual conveyance to Tri City WRRF. The Boring WRRF also has several systems in poor condition, including influent pumps, mixers, and liners. To address these issues, a new pump station and conveyance line to the discharge manhole are proposed. The Boring WRRF will then be decommissioned.

The engineering services include evaluation of pumping alternatives, pipeline alignment, right of way coordination, permitting assistance, geotechnical investigation, survey, traffic control design, pump station and force main design, related electrical and instrumentation and control upgrades, and decommissioning design of the existing Boring WRRF. The recommended pipeline alignment and pump station siting will consider the impacts of potential expansion of the existing WES service area along the corridor. Engineering recommendations will be documented in a preliminary design deliverable, followed by development of bid-ready contract documents. Anticipated services also include support during the bidding phase. Additional services, such as construction administration, inspection, or start-up support may be added by future amendment.

PROCUREMENT PROCESS: This project was advertised in accordance with ORS and LCRB Rules on December 28, 2020. Proposals were opened on January 25, 2021. The District received three (3) proposals: Murraysmith, Inc., Kennedy/Jenks Consultants, Inc., and West Yost Associates. The Evaluation Committee selected Kennedy/Jenks Consultants, Inc. as the highest ranking proposer and recommended a contract be awarded. Following award, the Project Manager entered into negotiations with Kennedy/Jenks Consultants, Inc. and developed a final statement of work, along with final billing rates and contract value.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Contract between Water Environment Services and Kennedy/Jenks Consultants, Inc. for the Boring Pump Station and Force Main Project.

Respectfully submitted,



[Greg Geist \(Jul 14, 2021 13:38 PDT\)](#)

Greg Geist
Director, WES

Placed on the _____ Agenda by the Procurement Division.



**WATER ENVIRONMENT SERVICES
PERSONAL SERVICES CONTRACT
Contract #3803**

This Personal Services Contract (this “Contract”) is entered into between **Kennedy Jenks Consultants, Inc.**, (“Contractor”), and Water Environment Services, a political subdivision of the State of Oregon (“District”).

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **July 1, 2022**.
- 2. Scope of Work.** Contractor shall provide the following personal services: Boring Pump Station and Force Main Engineering Services (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One Million Nine Hundred Seven Thousand Forty-Three Dollars (\$1,907,043.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in **Exhibit B**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the District’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Steven Rice.

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. Contractor and District Contacts.

Contractor	District
Administrator: Dean Wood Phone: 503-423-4021 Email: deanwood@kennedyjenks.com	Administrator: Steven Rice Phone: 503-742-4605 Email: SRice@clackamas.us

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

ARTICLE II.

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

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any wrongful act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas 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 negligent acts or omissions of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or Clackamas County ("County"), nor purport to act as legal representative of District or County, without first receiving authority to act as legal counsel for District or County from the Clackamas County Counsel's Office, nor shall Contractor settle any claim on behalf of District or County without the approval of the Clackamas County Counsel's Office. District or County may, at their election and expense, assume their own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District 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, District 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 District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirements outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District and Clackamas County as an additional insureds on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

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

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

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to District, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during District's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to District 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 District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only. Any use the District makes of the materials referred to in Paragraph 12 hereof, except for purposes of the work contemplated by this Contract shall be at the District's risk.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21 and 27, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the District's right to enforce this Contract with respect to:

(a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

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

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District's sole discretion. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

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

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

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

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

20. REMEDIES. If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.

21. NO THIRD PARTY BENEFICIARIES. District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or

otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR,

EXHIBIT A STATEMENT OF WORK

I. Background

Kennedy/Jenks Consultants, Inc. (Consultant) shall complete a conceptual and final design of one new pump station and forcemain for the Clackamas Water Environment Services' (District). The new pump station and forcemain will convey wastewater from the existing Boring Water Resource Recovery Facility (WRRF) to a connection point into the District's existing collection system approximately six miles west of the WRRF. The project also includes decommissioning of the WRRF following the installation of the new pump station and forcemain. Consultant's scope of work will result in production of bid ready documents for the described project to be constructed by a General Contractor under a single construction contract.

The project includes a conceptual design phase of work, followed by detailed design, and includes the following:

- Desktop route evaluation study to identify a preferred forcemain alignment and pumping scenario. The desktop evaluation will include pumping and piping alignment considerations and hydraulics, environmental and permitting baseline investigations, surge impacts, and cost.
- Site survey of the existing wastewater treatment plant to develop level of detail needed at the preferred pump station location.
- Site survey of the preferred forcemain alignment.
- Geotechnical explorations and geotechnical design recommendations.
- Traffic analysis including developing traffic counts and the development of traffic control design drawings.
- Subsurface utility identification, location, and coordination.
- Transient surge analysis.
- Preliminary and final design of one pump station located at the existing WRRF with a small building to house electrical and control equipment, and a permanent standby generator in an outdoor enclosure, the forcemain, and the treatment plant decommissioning work.

II. General Assumptions

1. The design will be based on standards in effect on the effective date of the authorization to proceed.
2. Meetings and Workshops will be held virtually unless specified herein.
3. Consultant will submit draft minutes from each workshop not later than 5 working days following each respective workshop.
4. District will provide comments on draft meeting minutes within 10 working days of receiving the draft minutes. Consultant shall incorporate and provide finalized meeting minutes. If no District comments are provided, the draft meeting minutes will become finalized.
5. EJCDC General Conditions will be used. Consultant shall provide Division 1 specifications based on EJCDC General Conditions for project use with District review and comment.
6. Consultant shall use the 49 Division format master specifications.
7. Draft reports, memoranda, and meeting minutes will be provided in MS Word format with final versions provided in .PDF format.

8. Drawings (11-inch by 17-inch) in .PDF format will be provided for each District internal review.
9. Drawings (11-inch by 17-inch) in .PDF format and native AutoCAD (.dwg) and Revit 3D Model files (.rvt) will be provided for the Final Submittal.
10. Drawings will be prepared in AutoCAD and, or Revit 3D using Consultant drafting standards.
11. Specifications (8-1/2 inch by 11 inch) in .PDF format will be provided for each District internal review and the Final Submittal.
12. The site is free of any hazardous wastes, asbestos, lead paint or other types of contamination that might require remediation.
13. At a minimum (unless otherwise approved by District), two vendors will be named for each manufactured component or piece of equipment with provisions for an "equal" to be proposed by the contractor and subject to approval by the Engineer. An exception to this assumption applies to the pumps, with which the District has standardized around Flygt N-Pumps, by Xylem.
14. The project duration for tasks described in the scope of services is assumed to be 12 months.
15. Final design effort and drawing sheet list has been developed based on installation of one new pump station and a new force main along Highway 212 and decommissioning of the entire existing wastewater treatment plant property. The sheet list utilizes plan and profile drawings at 1 sheet = 1000 feet. Additional scope and level of effort budget is expected to be required if the preferred alignment or preferred pumping strategy differs from this assumption. This additional scope could include additional design, geotechnical, site survey, and permitting services.
16. The scope of work and budget assumes either a precast wet well or an existing storage lagoon will be used as a wet well. Should a large concrete constructed wet well be needed to store influent flows prior to pumping, additional scope and budget will be required.
17. Temporary traffic control and traffic signal modification plans and specifications along OR212 will meet ODOT and MUTCD requirements.
18. Field related efforts are budgeted on the assumption that Right of Way access to the project corridor will be available all or nearly all at once to avoid the need for multiple mobilization efforts.

III. District Provided Services

1. District will provide to Consultant known data in District's possession relating to Consultant's services on the Project. Consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by District.
2. District will make its facilities accessible to Consultant as required for Consultant's performance of its services.
3. District will apply for required permits and pay permit fees.
4. District will provide a set of consolidated review comments on documents submitted for review.
5. District will provide Division 0 specifications.
6. District will perform public outreach.
7. District will perform easement negotiation and acquisition.
8. District will secure Rights of Entry as required for survey and geotechnical field work.

IV. Scope of Services

Consultant's Scope of Services shall include the following Tasks:

Task 1: Project Management

Task 1.1 - Project Management: Project setup including a Project Management Plan, Hazard Appraisal and Recognition Plan (HARP), and Quality Assurance / Quality Control Plan (QA/QC) following notice to proceed. These documents are internal documents for Consultant's use only. This task also includes the oversight for the Consultant's project team, task leads, overall internal and external management of the design project, maintaining the project schedule, and monthly preparation of invoices and progress reports.

Task 1.1 Deliverables:

- Invoices with status report and monthly schedule updates (monthly for the duration of the project) in PDF format.

Task 1.2 - Project Design Meetings:

- Internal Coordination Meetings: Consultant will conduct coordination meetings with internal staff and subconsultants. This is assumed to be one hour once every two weeks between Consultant project manager and project engineer and subconsultants project managers.

Task 1.2 Assumptions:

- None noted.

Task 1.2 Deliverables:

- Meeting Agenda and Minutes

Task 2: Quality Assurance/ Quality Control

Task 2.1 - Sub Consultant QA/QC: QA/QC of all draft technical memoranda, draft basis of design report, Construction Document Submittals (30%, 60%, 90%, 100%), and other deliverables included in the scope of work will be reviewed.

Task 2.2 - Quality Management Plan: Develop a Quality Management Plan (QMP) for the project that identifies procedures, compliance methods, lines of communications and responsibilities, methods of checking and correcting the work, formats and procedures for responding to Owner's comments on deliverables, and record keeping requirements. The QMP shall also identify personnel and schedules to complete Quality Assurance and Quality Control (QA/QC) reviews of the work and deliverables.

Task 2.3 - 30% Design Submittal QA/QC: QA/QC of the draft Basis of Design report and the 30% Design Submittal. Reviews will be performed by senior Consultant staff as identified in the QMP.

Task 2.4 - 60% Design Submittal QA/QC: QA/QC of the 60% Design Submittal. Reviews will be performed by senior Consultant staff as identified in the QMP.

Task 2.5 - 90% Design Submittal QA/QC: QA/QC of the 90% Design Submittal. Reviews will be performed by senior Consultant staff as identified in the QMP.

Task 2.6 - Final Design Submittal QA/QC: QA/QC of the Final Design Submittal. Reviews will be performed by senior Consultant staff as identified in the QMP.

Task 2 Assumptions:

- None noted.

Task 2 Deliverables:

- Cover sheet of the Consultants Quality Review Form indicating review was completed and review comments addressed. One form per submittal, pdf only.

Task 3: Development of Site-Specific Information

Task 3.1 – Data Collection. Consultant shall issue one (1) Request for Information and will review information provided by the District (Record drawing information showing structures and utilities in project area, past geotechnical studies, existing survey information, and available photos). Follow up requests for information can be used to obtain additional information and clarification, if needed.

Task 3.1 Assumptions:

- None noted.

Task 3.1 Deliverable:

- RFI

Task 3.2 – Geotechnical Investigation and Recommendations Report. Consultant shall conduct subsurface explorations to define existing conditions and make geotechnical recommendations and shall include the following:

Task 3.2.1 – Geotechnical Explorations

Conduct the following geotechnical exploration:

- One (1) boring for the pump station site to a depth of 50 feet;
- Fourteen (14) borings for the proposed force main to depths ranging from 20 to 40 feet. At an assumed length of the force main of approximately 6 miles, the average spacing of the borings will be approximately 2,500 feet.
- The borings will collect standard penetration test (SPT) and thin wall Shelby tube soil samples for laboratory testing and assessing soil parameters for geotechnical and trenchless engineering evaluations;
- One (1) piezometer for groundwater level monitoring.

The proposed explorations shall be advanced and backfilled by a subcontracted State licensed drilling company. The explorations shall be observed by a member of the geotechnical subconsultant's engineer/geology staff who will develop field logs. Selected soils samples in the borings shall be collected for laboratory testing.

Prior to the field explorations, boring locations shall be marked, and the utility notification center (One-Call) shall be contacted for utility clearance.

Laboratory testing shall be conducted on selected samples collected from borings. The laboratory testing program shall include moisture contents, sieve analyses, and Atterberg limits.

Task 3.2.2 – Geotechnical Engineering Evaluation

Based on the field logs, develop subsurface condition logs for the borings. Geotechnical engineering design and construction recommendations shall include the following:

- Geotechnical engineering assessments for the pipeline including subgrade conditions, bedding and backfill material requirements;
- Geotechnical engineering assessments and recommendations for construction of an onsite

building to house pumping electrical equipment and controls, including over excavation, materials, compaction, groundwater control, and foundation design.

- Pipe design recommendation for subgrade modulus (E'), flotation resistance, thrust resistance, and trench cutoff;
- Roadway and pavement design section recommendations for pavement replacement along the pipeline.
- Soil settlement potential under pipe and backfill loads;
- Anticipated subgrade conditions and potential need for rock excavation and pipe subgrade stabilization;
- Recommendations for open excavation along pipeline, rock excavation, subgrade stabilization, shoring and groundwater control during construction;
- Discussions on the potential needs for trenchless construction;
- Backfill recommendations for the pipeline, and compaction criteria;
- Develop a Geotechnical Data Report (GDR) to document the factual subsurface condition for contractor bidding;
- Develop a Geotechnical Engineering Report (GER) to summarize the geotechnical investigation, testing, engineering evaluation and recommendation for the design and construction of the pipeline.
- Review and input during detailed design stage to plans and specifications for items related to trench excavation, groundwater control, shoring and earthworks.

Task 3.2.3 – Trenchless Crossing Design

Conduct the following design items for one trenchless crossing design:

- Develop design criteria and assess the ground behavior
- Evaluate horizontal and vertical alignments.
- Trenchless pipe analysis and recommendation for pipe material selection based on stress during installation and during service, and minimum diameter.
- Evaluate construction staging areas and other restraints.
- Recommendations for construction methods.
- Assessment of potential shoring schemes for the entry and exit pits.
- Construction cost estimate, AACE Class 4.
- Develop a trenchless design memorandum.
- Provide input to trenchless design, including specific crossing pipe details, instrumentation and monitoring, temporary construction easement and staging areas, lateral earth pressure for shoring design, and specifications for trenchless crossing pipe and construction.

Task 3.2 Assumptions:

- Scope assumes the forcemain alignment is along Highway 212.

Task 3.2 Deliverables:

- Geotechnical Data Report
- Geotechnical Design Report
- Trenchless Design Memorandum

Task 3.3 – Traffic Analysis

Consultant shall complete traffic analyses to determine impacts to the travelling public during

construction of the pump station(s) and pipeline and to identify specific traffic control strategies (e.g., lane closures, detours, etc.) to safely accommodate traffic during construction and minimize impacts to the traveling public, key businesses, and significant traffic generators. Strategies will be developed for all roadway users, including vehicles, farm equipment, bicycles, pedestrians, and transit.

Consultant shall identify up to seven key study intersections. Locations of study intersections and evaluation methodology will be verified following consultation with District, Clackamas County, and ODOT.

Up to three 24-hour bi-directional traffic counts shall be collected along OR212 on two (2) separate days (weekday and weekend). Turn movement counts will be collected at key study intersections during both AM and PM peak periods. Existing relevant data from recent or concurrent project work will be used to the extent possible. Traffic data will be evaluated to determine recommended lane closure hours and test potential traffic control strategies developed by the project team. This task also includes specific analysis requested by ODOT or Clackamas County as part of the plan review process. An inventory of existing business access points impacted by construction will be performed to develop design recommendations to maintain access to businesses. General recommendations for maintaining residential access will be included as well.

Consultant shall submit a report that includes traffic data summaries, analysis results, and recommendations for traffic control strategies along the proposed pipe alignment. The traffic report shall meet the varying needs of Clackamas County and ODOT, and will support plan preparation and permitting.

Task 3.3 Assumptions:

- Traffic counts are assumed to be collected along Highway 212 from the Boring Wastewater treatment plant to the proposed tie in connection at SE 172nd Ave.
- Traffic counts will only be completed after the preferred alignment is selected.

Task 3.3 Deliverables:

- Traffic Analysis report

Task 3.3.1 – Traffic Analysis Meetings: Consultant will lead two coordination meetings with ODOT and two coordination meetings with District staff to review project approach to confirm approach is permissible. Attendees will be Kennedy Jenks project manager and two DKS staff (DKS project manager and DKS project engineer).

Task 3.4 – Surge Analysis

Consultant shall prepare a surge model using profile drawings, preliminary pump curves, maximum number of pumps that can operate together, wetwell supply level range, and pipeline material, pressure class, and diameter to evaluate surge conditions for sudden pump power loss and normal startup and shutdown (normal shutdown will be covered by sudden pump power loss). Consultant shall provide surge protection recommendations to limit maximum surge pressures below the allowable surge pressure for the pipe material and preclude the formation of vapor pressure within the force main. Surge protection measures may include, but are not limited to, sewage vacuum relief valves, pressure relief valves, a surge tank, and pump flywheels.

A hydraulic and surge analysis technical memorandum shall be submitted as part of the 30% Design and finalized for the 90% Design submittal. Technical memoranda shall summarize

applicable hydraulics and surge information and describe recommendations to be included in the design documents.

Consultant shall lead a review meeting following the 30% submittal to review the findings of the report and discuss any questions or comments from the District. Meeting attendees will be Kennedy Jenks Project Manager and Project Engineer and Flow Science Project Manager.

Task 3.4 Assumptions:

Surge analysis assumes a single forcemain and single pump station. Should a second pump station be selected as the preferred pumping and pipeline alternative, additional modeling scope and budget will be required.

Task 3.4 Deliverables:

- Surge Analysis Report
- Meeting minutes following the Surge Memo review meeting.

Task 3.5 - Environmental Baseline Investigations

Consultant shall conduct baseline investigations to identify if preliminary designs could require the need for permits, including potential for:

- Army Corps of Engineers 404 Permit
- Oregon Department of State Lands Removal-Fill Permit
- Oregon DEQ Section 401 Water Quality Certification
- Endangered Species Act compliance
- Section 106 Cultural Resource compliance
- Land Use
- City or County building, mechanical, electrical permits

These baseline investigations shall be completed as part of the desktop route evaluation described in Task 4.2 and completed for each of the three potential alignments. This will help inform the specific environmental concerns along each potential alignment. This effort will consist of a review of existing readily available data, including GIS mapping, of regulated natural resources (e.g., wetlands, streams, Goal 5 resources) that may occur along each of the three alignments. An Oregon Biological Information System (ORBIC) database search will be conducted to review documented presence of sensitive wildlife, fish, and plant species. State Historic Preservation Office (SHPO) records will be reviewed. A reconnaissance level drive through of the project site by a DEA Ecologist and HRA Archaeologist will occur. Land use code will be reviewed to assess code and permitting requirements that could affect alternatives selection. Findings will be summarized in a series of draft memorandums, which will also include discussion of potential permitting issues. District comments will be addressed, and the memorandums will be finalized. Relevant GIS layers will be provided to Consultant.

Task 3.5 Assumptions:

Environmental baseline investigation assumes the pipeline will be located within the right of way and that 50% of the alignment length will be installed within the roadway section.

Task 3.5 Deliverables:

- Natural Resources Memorandum
- Cultural Resources Memorandum
- Land Use Issues Memorandum

Task 3.5.1 - Permitting Coordination Meetings: Consultant will lead one meeting with District staff and permitting stakeholders (identified as Clackamas County and City of Boring, Damascus, and Happy Valley, if needed) to review project approach to confirm approach is permissible (land use and environmental permitting). Consultant's attendees will be Kennedy Jenks project manager and two DEA environmental staff (DEA Environmental Lead and DEA Land Use Planner) would attend these meetings, which include the following:

- One virtual (1 hour) meeting with Clackamas WES to discuss land use and environmental permitting issues.
- One remote meeting (1 hour) with Clackamas County Land Use Department
- One remote meeting (1 hour) with City of Happy Valley Land Use Department

Task 3.5.1 Assumptions:

- Wetland and waterway impacts can be avoided and therefore meetings with the U.S. Army Corps of Engineers and Oregon Department of State Lands will not be necessary

Task 3.5.1 Deliverables:

- Meeting agenda (final, electronic.pdf) and meeting minutes (draft and final, electronic.pdf)

Task 4: Utility Location and Survey of Project Area.

Consultant shall coordinate with local agencies, municipalities, and Oregon Utility Notification Center (OUNC) to complete utility location, mapping, and survey of the project area. Scope described in Task 4 is specific to only the preferred alignment and schedule for these tasks will extend beyond the 30% design phase. Utility and Survey support for the desktop route evaluation is described in Task 5.

Due to the high traffic volumes, and potentially narrow roadways, depending on which alternative is selected, traffic control will be needed to ensure the safety the traveling public and that of the survey crews conducting the various tasks included in this scope of work. Traffic control needs are identified in the Task 3 tasks.

Task 4.1 – Utility Locate Coordination

Request utility as-built data through Clackamas County, City of Boring, City of Happy Valley and Oregon Utility Notification Center (OUNC). Maintain contact log of utility providers contacted and materials received from each. When electronic data is available update the base mapping with GIS or CAD data received from each utility.

Prior to submitting field utility locate requests for the alignment, work with OUNC to schedule a Pre-Survey Utility Locate coordination meeting with utility stakeholders. The meeting will be attended by DEA Surveyors and the Design Team Lead from Kennedy-Jenks. Pre-survey utility locate requests will then be submitted along the preferred alignment in incremental segments to better manage the schedule and survey areas. A log of ticket numbers, as-built maps data, and locator contacts will be maintained. Ticket numbers will be included on the final topographic basemap.

Task 4.1 Assumptions:

- Pre-Survey tickets will be submitted for the known alignment sections as early as possible for the fixed alignment areas while the desktop route evaluation is still in process.

- Upon selection of a preferred alignment the remaining locate requests will be submitted.
- Utility locate requests on a project of this size may or may not be painted in the field by one-call. One-call locator response to locate requests is outside of Consultant's control.

Task 4.1 Deliverables:

- As-built data obtained from each utility and electronic as-built data combined into project basemap.
- Documentation of Pre-Survey Utility Locate meeting
- All As-built Request and Pre-Survey locate tickets.
- Contact log for utilities contacted and response

Task 4.2 – Records Research

Consultant shall research public records for existing survey and plat records, roadway surveys, and public land corner records. Research to include Clackamas County Records and ODOT Records. Where the alignment is fully within the right of way, records research will be limited in nature and focus on only monuments that need to be protected from disturbance or destruction during construction. This would include primarily centerline monuments, public land corner monuments and ODOT control monuments shown on filed Records of Survey.

Task 4.2 Assumptions:

- Research will begin while the desktop route evaluation is in process.
- Preferred alignment will be contained within existing right-of-way and that Trio's or Title Reports are not required except as noted in Task 3.9.
- Road right of way and property sideline locations will be determined by County GIS data, except where the alignment approaches or leaves the right of way boundary.

Task 4.2 Deliverables:

- Raw LiDAR, GIS, and Aerial photography files, clipped to the area of interest. Base Map shall remove points as needed to simplify the existing ground surface and documentation of data source.
- LiDAR, GIS, and Aerial photography files combined into project base map.
- Compiled assessor maps and surveys from Clackamas County Records
- ODOT Survey records

Task 4.3 – Survey Control

Establish survey control throughout the project area to support mobile scanning operations, monument recovery and topographic design survey needs. A sufficient number, approximately one every 500 feet of survey alignment, of Control points will be iron rods or bernsten plugs, so that control will last through the construction process.

Survey Control will be coordinated with LiDAR, GIS and aerial orthophoto data to ensure all project components are on the same datum.

Horizontal Control – GPS control points will be set at approximately one-mile intervals and processed through NOAA's On Line Positioning User Service (OPUS) software to establish primary control. Additional control points will be set at intervals of approximately every 500 feet and traversed through the GPS primary control points. All control points will be processed through Star*Net Least Square Adjustment passing at the 95% confidence level. Coordinates will be based on the Oregon State Plane Coordinate System, North Zone, International feet, and reduced

to a local datum plane.

Vertical Control – Control will be established on NAVD88 vertical datum using GPS methods with an OPUS solution on primary project control benchmarks not to exceed one-mile intervals. Intermediate control point elevations will be established by trigonometric methods.

Task 4.3 Assumptions:

- Delivery of field notes and adjustment files is not required.

Task 4.3 Deliverables:

- PNEZD text file of primary survey control
- Survey control incorporated into project basemap CAD file.
- Land XML file of the surface model.

Task 4.4 – Mobile Scanning and Topographic Mapping

Consultant shall complete a mobile laser scanning survey of the project limits to collect detailed laser scan data throughout the project corridor.

The mobile laser scanning will be controlled with targets and verified with confidence targets painted on the ground. The resultant laser scan data will be accurate to plus or minus 0.05-feet relative to the project control.

The control targets will be used to constrain the mobile laser scan data and the confidence targets will be used to verify the accuracy of the fully controlled and adjusted laser scan data.

Digital photography will be acquired throughout the project limits while completing the mobile laser scanning. The digital photos will be provided in electronic format in a web-based geodatabase that maps and is hyperlinked to the digital photos.

From the laser scans, 3D break lines and point features will be developed based on project CAD specifications. Mapping will be completed at approximately 50-foot intervals and will include the pavement section plus approximately 10-feet which can be accurately depicted using the scan data. The features to be mapped include manmade surface features and ground topography to be represented with 1-foot ground elevation contours. Manmade surface features include pavement, traffic striping and symbols, driveways, walkways, sidewalks, retaining walls, ADA ramps, signal poles, signs including labeling, utility poles, overhead utility lines, luminaires, fences including gates, and surface utilities. Surface utilities to be mapped include valves, meters, vaults, cabinets, hydrants, manholes, catch basins, standpipes, utility locate markings (if in place at time of scanning). The mapping is limited to features that are clearly visible in the laser scans within the project limits.

Structure measure down data is not included in mobile scan data and requires traditional field crews to collect this data.

The 3D break lines and point features will be imported into Civil 3D and an existing ground surface model will be developed. Project CAD standards will be adhered to. This Civil 3D file will be provided to the design team for the 30% design process.

Task 4.4 Assumptions:

- There will be areas that are not visible in the laser scan data due to obstructions and/or vegetation and cannot be mapped with mobile scanning. Consultant shall provide outlines around these obscured areas and collect data in these areas using terrestrial survey methods.

- Mobile scanning schedules are dependent on dry pavement conditions. Long periods of wet weather may affect project schedules and deliverable schedules. Consultant cannot be responsible for delays due to weather or other conditions beyond Consultant's control.
- Mobile scanning will commence as soon as survey control and mobile scan targets are in place.
- Mobile scanning does not include scanning of side streets intersecting the project. Intersection locations requiring traffic control and limits beyond the extents of the mobile scanning will utilize County GIS data for development of the intersection basemap.
- Surveyed right of way location will not be included with mobile scan data. Right of Way will be based upon GIS data for 30% design.
- LiDAR data will be used in initial Quality Control of scan data prior to completion of terrestrial topographic survey and confidence point measurements.

Task 4.4 Deliverables:

- Civil 3D Topographic Base Map with 3D break lines, point features, and surface model, clipped to the area of interest. Base Map shall remove points as needed to simplify the existing ground surface.
- Digital photography and geodatabase of linked photo locations.
- Mobile laser scan point clouds

Task 4.5 – Utility Potholing

Develop potholing plan based on marked utilities and preliminary alignment. Potholing plan will identify up to 30 potholes, 25 in pavement and 5 in soft surfaces to be physically located in the field via metal rod and vacuum method. The pothole subconsultant will set a PK Nail nearby the pothole location and record horizontal and vertical offset information on their pothole data sheets. Survey subconsultant will survey PK nails and record PNEZD information. Survey subconsultant will then record the horizontal location and elevation of utilities uncovered by potholing based on the nail location and pot hole data sheets and then indicate this information on base map file. Reported data will be coordinated with pothole data sheets for location, depth, and where available, material of each utility.

Task 4.5 Assumptions:

- Pothole locations will be in a safe location and traffic control will not be required.

Task 4.5 Deliverables:

- PNEZD ASCII text file of Pothole locations
- Potholing data sheets
- Updated project basemap with pothole information including utility type, size, and depth derived from provided data sheets.

Task 4.6 – Boring Wastewater Treatment Plant Survey

Perform topographic survey and boundary survey of existing wastewater treatment plant. Coordinate on site utility locates with a private locate company and map topographic features within the plant boundary. Survey to include the following: buildings, ponds, pump locations, roads, utilities, trees, fencing, and above ground features observable during the survey. Invert elevations of storm and sanitary structures will be measured and noted on the topographic base map. Survey to include sufficient spot elevation data to produce topographic basemap with one-foot contours.

A title report for the property will be obtained as part of the survey, and the location of any easements disclosed in the title report will be included in the survey.

Task 4.6 Assumptions:

- No new property corners will be set for the boundary of the treatment plant and a separate Record of Survey will not be filed.
- The topographic survey will not extend beyond the property boundary.
- No specialized safety training is required for entry into the site.
- Site survey will be performed on same horizontal and vertical datum as the project and match into the preferred alternative alignment survey.

Task 4.6 Deliverables:

- Data on project basemap.

Task 4.7 – Terrestrial Topographic Survey

This task will include collection of utility locate paint, obscured topographic features and storm and sanitary structures along the preferred alignment to supplement the mobile laser scanning. This task does not include the full right of way width of any road on the preferred alignment and will generally be contained to an area within 25 feet of the proposed pipe. Additional, survey data will be collected for specific areas which require design of ancillary structures for the facility.

Topographic data collected for design of ancillary structures may include trees 6” DBH or larger, utility locate paint, obscured features, right-of-way fencing, ditches, and other above ground topographic features outside of the limits of the mobile scan data. This portion of the topographic survey will be limited to the frontage of the five proposed properties identified under Task 3.8 and may not include the entire property frontage.

Survey data to include storm and sanitary sewer depths based upon manhole measure down data collected in the field. Depth of other utilities will not be included unless potholed or indicated by utility locate paint.

Quality control verification for the mobile scan DTM surface will utilize topographic data collected through the utility locate mapping and other supplemental mapping identified in this section.

Terrestrial Topographic point data to be collected with an accuracy of 0.05 feet vertically on hard surfaces and 0.2 feet vertically on natural surfaces when compared to the control point it was collected from.

Task 4.7 Assumptions:

- Topographic Survey will not extend beyond the right of way or include side streets intersecting the project alignment.
- Trees will be identified as conifer or deciduous only.

Task 4.7 Deliverables:

- Updated project basemap and DTM with combined scanning and terrestrial survey data, right of way locations, and storm and sanitary structure invert elevation data. Survey map update to include treatment plant survey.
- Land XML file of the surface model.
- Updated project basemaps shall be clipped to the area of interest. Consultant shall remove

points as needed to simplify the existing ground surface.

Task 4.8 – Legal Descriptions and Exhibits

Perform right of way retracement for the frontage of up to five (5) properties identified for this task. Right of way retracement efforts include records research, field work and right of way resolution in advance of the preparation of the required legal descriptions. Prepare up to five (5) Legal Descriptions and Exhibits for acquisition of easements for the selected alignment. Title reports will be obtained for each of the subject properties in support of this task.

Provide field staking of proposed acquisitions for review by land owners and client during negotiations.

Task 4.8 Assumptions:

- Survey of the boundaries of the subject properties is not required or will be completed by contract addendum.
- Title report expenses will be billed for reimbursement at actual cost.
- Deed preparation, easement appraisals and acquisitions will be completed by others.
- Modifications to easement alignments, locations or configurations after the Legal Description and Exhibit is prepared will be considered additional services.
- Services in support of acquisitions which require platting or property line adjustments will be considered additional services.

Task 4.8 Deliverables:

- Legal Descriptions with Exhibits for proposed easements for up to five (5) properties. The descriptions and exhibits will be prepared and stamped by a Registered Professional Land Surveyor. Properties with both a temporary and permanent easement description will be considered a single property for purposes of the five descriptions and exhibits included within the scope of supply. Legal descriptions and Exhibits will be provided in pdf format.
- Title report for each property for which a Legal Description is prepared, electronic, pdf.

Task 5: Conceptual Design Phase

Task 5.1 – Kickoff Meeting

Conduct a project kickoff meeting with the District to review and discuss project elements, review the schedule, construction sequencing and key issues to be considered and addressed during the preliminary design and desktop analysis phase of work. Consultant attendees include Kennedy Jenks Project Manager, Project Engineer, and two staff engineers, DEA Project Manager, and DKS Project Manager.

Task 5.1 Assumptions:

- None noted.

Task 5.1 Deliverables:

- Meeting Agenda and Minutes

Task 5.2 – Desktop Routing Analysis TM

Develop a draft technical memorandum documenting the desktop route analysis and pumping scenarios. The memorandum will include the following elements:

- A review of the existing plant drawings and flow data related to historical treatment plant flows.
- Desktop route analysis to consider three potential force main alignments:
 - Highway 212
 - Highway 212, Hoffmeister Road, and SE Sunnyside Road
 - Highway 212, Hoffmeister Road, and Highway 212
- Preliminary Pump Station siting and sizing to consider:
 - Single pump station configuration: a new pump station located at the existing wastewater treatment plant with a single forcemain. This scenario will investigate needed forcemain diameter sizing and wet well or storage well volume sizes. Varying forcemain diameter and pumping volume will be used to develop a pump selection within the District's standard pump manufacturer's recommendations.
 - Two pump station configuration: a new pump station located at the existing wastewater treatment plant and a second pump station located along the alignment. This configuration will reduce the individual operating pressure of each pump station, may allow a smaller forcemain diameter to be utilized, and develop a pump selection within the District's standard pump manufacturer's recommendations. This configuration will consider sighting the second pump station at one of two locations, one of which is in Damascus that could serve wastewater collection service within the Damascus area.
 - The pump station evaluation shall be completed independent of the forcemain alignment evaluation.
 - Preliminary system curves and pump selections will be completed for the three pumping scenarios independent of the multiple forcemain route options. Individual system curves and pump selections will not be completed for each combination of alignment and pump station options.

The desktop analysis will include use of existing publicly available LiDar, GIS, and aerial photography data to develop preliminary alignment footages and profiles to be used in developing system curves for each alignment, review of existing documented utilities utilizing District GIS data and quantification of potential conflicts along each alignment, development of conceptual pump station configurations, identify preliminary locations of air/vacuum release valves and pigging stations, and develop AACE Class 5 cost estimates for each alignment alternative.

The desktop analysis task includes a qualitative/relative evaluation of 'high level' traffic analysis and surge considerations for three alignment alternatives. The surge analysis support will include 'back of the envelope' sizing for a surge tank, vacuum valves, pressure relief valves, etc. No computer modelling will be completed. The traffic analysis will include comparison of traffic impacts or benefits relative to traffic control elements needed along each route.

The desktop analysis will use a weighted scoring system that will be developed in collaboration with the District to allow both financial and non-financial criteria to be considered. The result of the analysis will be a recommended alignment and pump station configuration.

Task 5.2.1 - Desktop Route Evaluation Meeting: Consultant shall attend one review workshop to review findings of the desktop route evaluation meeting, discuss alignment findings, criteria weighting, and development of the recommended alignment. Following review of the analysis by

the District, Consultant shall address District review comments and finalize the Routing Analysis TM. Consultant attendees include Kennedy Jenks Project Manager and two project engineers. Meeting duration assumed to be two hours.

Task 5.2 Assumptions:

- None noted.

Task 5.2 Deliverables:

- Updated project basemap with combined scanning and terrestrial DTM, rights of way
- Routing Analysis TM (electronic.pdf, draft and final)
- Routing evaluation meeting Agenda and Minutes (pdfs, as meetings occur)

Task 5.3 – Basis of Design (BOD) Memorandum and 30% Design.

Consultant shall use the data collected and analyzed during Tasks 3 and 4 to develop the draft BOD Memorandum with 30% design and AACE Class 3 Engineer’s Opinion of Probable Construction Cost, which Consultant shall submit to the District for review. The BOD and 30% design drawings will serve as the basis of design for the pump station and forcemain and include the following: recommendations for pump configuration and sizes, corrosion and odor control strategy and equipment, geotechnical engineering report, architectural and structural considerations, surge analysis and mitigation strategy, summary of electrical power requirements and energy efficiency measures to consider, relevant code review information, and basis for telemetry and SCADA design features. Exhibits shall be included for expected environmental permitting needs, traffic control findings and recommendations, geotechnical reports, and surge analysis.

Task 5.3 Assumptions:

- No permanent pavement marking plans will be prepared for pavement markings damaged during construction. This information will be included in the technical specifications.

Task 5.3 Deliverables:

- 30% Design TM
- 30% Design Drawings
- Specification Table of Contents

Task 5.4 – 30% Preliminary Design Review Workshop

Consultant shall attend one (1) meeting with the District to discuss the design criteria identified in the BOD Memorandum. District comments shall be addressed and the final TM shall be submitted as an appendix to the Basis of Design Report described in Task 5.3. Following the BOD Workshop, Consultant will tour one or more of the District’s existing pump stations with District operations and maintenance staff to understand key design features to incorporate into the new station. Consultant attendees include Kennedy Jenks Project Manager and two project engineers. Meeting duration assumed to be two hours. The site visit is assumed to be four hours.

Task 5.4 Assumptions:

- None noted.

Task 5.4 Deliverables:

- Review Workshop meeting agenda and meeting minutes

Task 5.5 – Environmental Support for 30% Design

This task provides services to the design team on an as needed basis, within contracted budget, to support 30% design efforts. Due to schedule constraints, full natural resource (e.g., wetland delineation) and cultural resource surveys along the preferred alignment likely will not be feasible prior to completion of 30% design. Therefore 30% design will primarily rely on environmental results from the alternatives analysis. However, this task is intended to allow for focused field efforts if needed to support design decisions during preparation of 30% design. Survey efforts would be documented in brief memorandum, which could then be incorporated into formal report deliverables for the entire preferred route if needed for permitting. Full environmental reporting would occur after 30% design and contracting of this work would also occur after 30% when the need, scope, and scale of these efforts can be better understood. Additional technical support time to the design team is also included with this task to respond to questions and provide guidance regarding environmental and land use permitting matters.

Task 5.5 Assumptions:

- Eight hours of field work, including travel

Task 5.5 Deliverables:

- Brief findings memos, as needed and within contracted budget.

Task 6: Final Design

Task 6.1 - 60% Design Site Visits. Meet with District staff two (2) times during 60% final design to investigate design needs at the treatment plant site and along the alignment. This task assumes 16 hours for Kennedy Jenks Project Manager and Project Engineer, and 8 hours for Kennedy Jenks Electrical Engineer.

Task 6.1 Assumptions:

- None noted.

Task 6.1 Deliverables:

- Site Visit field notes

Task 6.2 - 60% Final Design. Advance design to 60% completion to show areas of work on the Project identified in the attached Sheet List. The engineering disciplines designs will be 2D drawings, produced from AutoCAD. The 60% design submittal will include 60% construction drawings and specifications, P&IDs, and control descriptions, 60% Engineer's Opinion of Probable Construction Cost (Engineer's Estimate) AACE Level 2 and updated Project Schedule.

Task 6.2 Assumptions:

- None noted.

Task 6.2 Deliverables:

- 60% Design Submittal

Task 6.3 - 60% Design Review Workshop. Conduct a workshop with District staff to review the 60% Design Drawings, Engineers Estimate, Schedule and Construction Sequencing Plan. The workshop will be divided into two parts, the first part a review of the process mechanical design, first named manufacturers, and equipment specifications, and the second part used to specifically review the electrical and instrumentation design components. The review workshop

will be attended by Kennedy Jenks Project Manager and Project Engineer. The second part of the meeting will also include the Electrical Engineer and the Instrumentation Engineer.

Task 6.3 Assumptions:

- None noted.

Task 6.3 Deliverables:

- Review Workshop meeting agenda (final, electronic.pdf) and meeting minutes (draft and final, electronic.pdf)

Task 6.4 - Decommissioning Coordination with DEQ. Conduct a review meeting with the District and DEQ to review proposed decommissioning plans and approach. The meeting will be used to identify necessary testing or documentation needed for DEQ to approve plant decommissioning. This task includes additional phone calls and communication to support discussions with DEQ.

Phase 6.4 Assumptions:

- Decommissioning design level of effort is based on demolition of existing above grade structures, process mechanical piping and equipment, and electrical and instrumentation equipment no longer necessary at the site, removal of the existing lagoon and infiltration pond liners, followed by rough grading to fill in the existing basins and hydroseeding to top surface.

Task 6.4 Deliverables:

Review Workshop meeting agenda (final, electronic.pdf) and meeting minutes (draft and final, electronic.pdf)

Task 6.5 – 90% Design Site Visits. Meet with District staff one (1) time during 90% final design to investigate design needs at the treatment plant and along the alignment. This task assumes 8 hours for Kennedy Jenks Project Manager and Project Engineer.

Task 6.5 Assumptions:

- None noted.

Task 6.5 Deliverables:

- Site Visit field notes

Task 6.6 – 90% Final Design. Advance design to 90% completion to show all areas of work on the Project identified in the attached Sheet List. The 90% design submittal will include 90% construction drawings and specifications, P&IDs, and control descriptions, 90% Engineer's Opinion of Probable Construction Cost (Engineer's Estimate) AACE Level 1, and updated Project Schedule.

Task 6.5 Assumptions:

- None noted.

Task 6.6 Deliverables:

- 90% Design Submittal. The 90% Design Submittal will be stamped and used as the Permit submittal.
- Engineer's Opinion of Probable Construction Cost AACE Class 1 (electronic.pdf)

Task 6.7 – 90% Design Review Workshop. Conduct a workshop with District staff to review the 90% Design Drawings, Engineers Estimate, Schedule and Construction Sequencing Plan. The review workshop will be attended by Kennedy Jenks Project Manager and Project Engineer. The second part of the meeting will also include the Electrical Engineer and the Instrumentation Engineer.

Task 6.7 Assumptions:

- None noted.

Task 6.7 Deliverables:

- Review Workshop meeting agenda and meeting minutes

Task 6.8 – Prepare Final Design Submittal. Address District comments from the 90% design workshops and prepare final stamped Contract Documents for construction.

Task 6.8 Assumptions:

None noted.

Task 6.8 Deliverables:

- Final Design Submittal (size and format per General Assumptions). The Final Design Submittal will be electronically stamped.

Task 7: Bidding Assistance

Consultant shall provide services to assist the District in selection of a single Contractor assigned to construct the project. The budget and level of effort included herein for this task is an allowance for use as directed by District staff. Consultant will provide services under this task up to the limit of the budget allocated. These services are expected to consist of the following.

Task 7.1 – Preparation and Delivery of Bid Documents

Consultant will print hard copies of bid documents for Consultant and District team to use during the bid period.

Task 7.1 Assumptions:

- None noted.

Task 7.1 Deliverables:

- Ten (10) sets bid documents for use by the District during bidding. Bid Documents including drawings, which are 11”x17” hardcopy and the Project Manual which is 8.5”x11”.

Task 7.2 – Respond to Bidder Questions

Consultant will provide technical interpretation of the Bid Documents and will prepare, for District Project Manager or Procurement Officer approval, proposed responses to all proposers’ substantive questions and requests. This task assumes the effort is in support of two addendums.

Task 7.2 Assumptions:

- County Procurement Officer will be the contact for receipt of bidder questions and will issue any necessary addenda.

Task 7.2 Deliverables:

- Responses to questions

- Revised drawings or specifications, as needed (.PDF)

Task 7.3 – Attend Pre-Bid Conference

Consultant shall attend one pre-bid conference. In consultation with District, Consultant will provide assistance with development of the draft content for the pre-bid conference.

Task 7.3 Assumptions:

- Attendance is by Consultant Project Manager and Project Engineers. A total duration of 4 hours for the pre-bid conference is assumed.

Task 7.3 Deliverables:

- PowerPoint slides for pre-bid conference, (electronic ppt)

Task 7.4 – Evaluate Bids

This task is an allowance to support District evaluation of bids.

Task 7.4 Assumptions:

- An allowance of 4 hours for the Consultant's Project Manager is provided to support this task.

Task 7.4 Deliverables:

- None noted.

Task 7.5 – Conformed Documents

- Consultant will incorporate addenda during bidding phase into the contract documents.

Task 7.5 Assumptions:

- None Noted

Task 7.5 Deliverables:

- Two (2) full-size sets and twelve (12) half-size sets of conformed drawings; twelve sets of specifications.
- Two USB flash drives with electronic files (PDF format, AutoCAD, Revit .rvt).

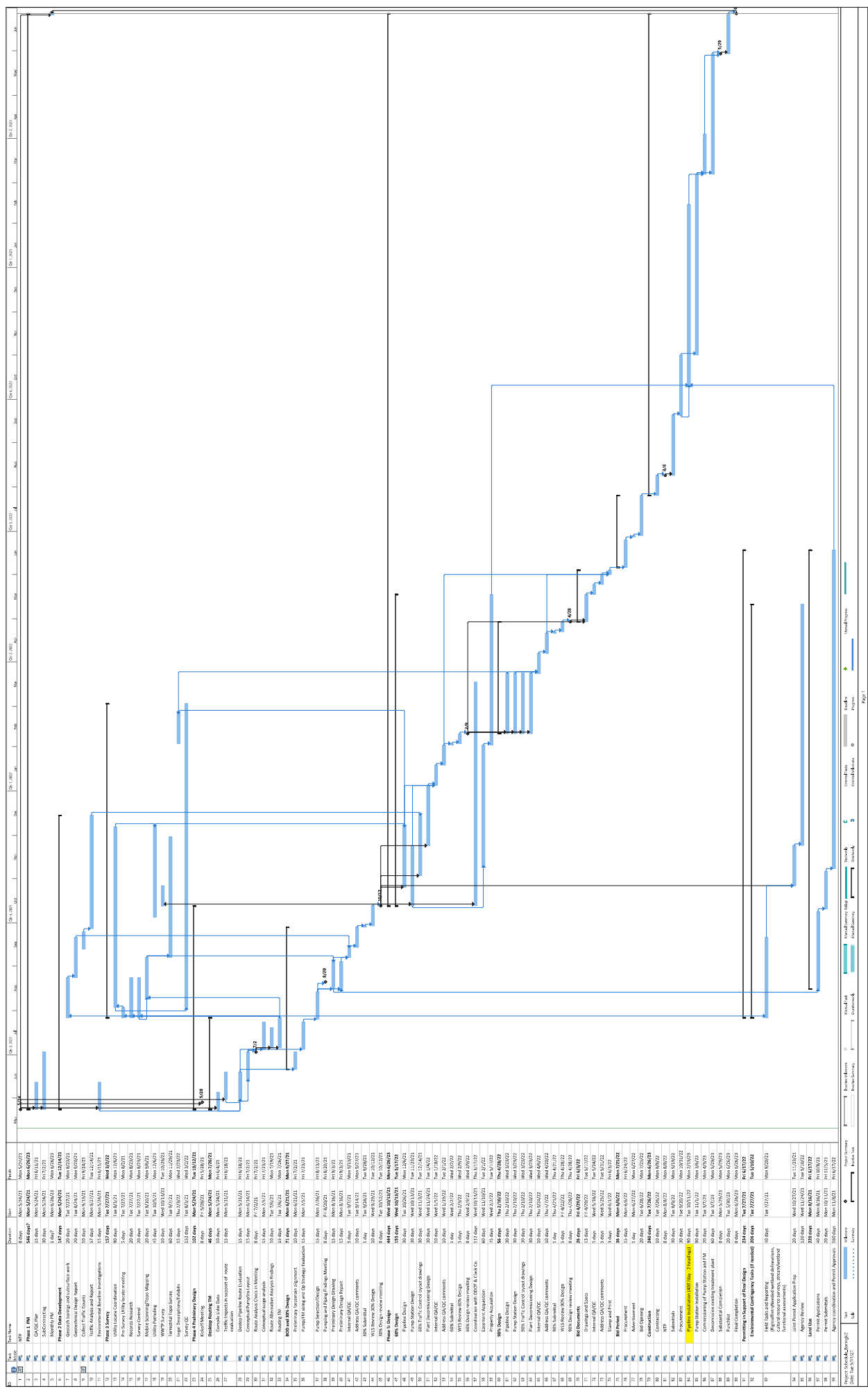
In developing the scope of services, the following drawings have been used to develop the proposed budget. These drawings will be included in final design along with associated specifications and the District's standard Division 0 specifications:

Drawing Sheet List attached

V. Schedule

Schedule attached.

Schedule subject to change based on permitting needs identified during Phase 4, Conceptual Design.



ID	Task Name	Start	End	Duration	Predecessors	Postdecessors
1	Site Investigation	Mon 3/15/21	Mon 3/22/21	7 Days		2
2	Site Investigation	Mon 3/22/21	Mon 3/29/21	7 Days	1	3
3	Site Investigation	Mon 3/29/21	Mon 4/5/21	7 Days	2	4
4	Site Investigation	Mon 4/5/21	Mon 4/12/21	7 Days	3	5
5	Site Investigation	Mon 4/12/21	Mon 4/19/21	7 Days	4	6
6	Site Investigation	Mon 4/19/21	Mon 4/26/21	7 Days	5	7
7	Site Investigation	Mon 4/26/21	Mon 5/3/21	7 Days	6	8
8	Site Investigation	Mon 5/3/21	Mon 5/10/21	7 Days	7	9
9	Site Investigation	Mon 5/10/21	Mon 5/17/21	7 Days	8	10
10	Site Investigation	Mon 5/17/21	Mon 5/24/21	7 Days	9	11
11	Site Investigation	Mon 5/24/21	Mon 5/31/21	7 Days	10	12
12	Site Investigation	Mon 5/31/21	Mon 6/7/21	7 Days	11	13
13	Site Investigation	Mon 6/7/21	Mon 6/14/21	7 Days	12	14
14	Site Investigation	Mon 6/14/21	Mon 6/21/21	7 Days	13	15
15	Site Investigation	Mon 6/21/21	Mon 6/28/21	7 Days	14	16
16	Site Investigation	Mon 6/28/21	Mon 7/5/21	7 Days	15	17
17	Site Investigation	Mon 7/5/21	Mon 7/12/21	7 Days	16	18
18	Site Investigation	Mon 7/12/21	Mon 7/19/21	7 Days	17	19
19	Site Investigation	Mon 7/19/21	Mon 7/26/21	7 Days	18	20
20	Site Investigation	Mon 7/26/21	Mon 8/2/21	7 Days	19	21
21	Site Investigation	Mon 8/2/21	Mon 8/9/21	7 Days	20	22
22	Site Investigation	Mon 8/9/21	Mon 8/16/21	7 Days	21	23
23	Site Investigation	Mon 8/16/21	Mon 8/23/21	7 Days	22	24
24	Site Investigation	Mon 8/23/21	Mon 8/30/21	7 Days	23	25
25	Site Investigation	Mon 8/30/21	Mon 9/6/21	7 Days	24	26
26	Site Investigation	Mon 9/6/21	Mon 9/13/21	7 Days	25	27
27	Site Investigation	Mon 9/13/21	Mon 9/20/21	7 Days	26	28
28	Site Investigation	Mon 9/20/21	Mon 9/27/21	7 Days	27	29
29	Site Investigation	Mon 9/27/21	Mon 10/4/21	7 Days	28	30
30	Site Investigation	Mon 10/4/21	Mon 10/11/21	7 Days	29	31
31	Site Investigation	Mon 10/11/21	Mon 10/18/21	7 Days	30	32
32	Site Investigation	Mon 10/18/21	Mon 10/25/21	7 Days	31	33
33	Site Investigation	Mon 10/25/21	Mon 11/1/21	7 Days	32	34
34	Site Investigation	Mon 11/1/21	Mon 11/8/21	7 Days	33	35
35	Site Investigation	Mon 11/8/21	Mon 11/15/21	7 Days	34	36
36	Site Investigation	Mon 11/15/21	Mon 11/22/21	7 Days	35	37
37	Site Investigation	Mon 11/22/21	Mon 11/29/21	7 Days	36	38
38	Site Investigation	Mon 11/29/21	Mon 12/6/21	7 Days	37	39
39	Site Investigation	Mon 12/6/21	Mon 12/13/21	7 Days	38	40
40	Site Investigation	Mon 12/13/21	Mon 12/20/21	7 Days	39	41
41	Site Investigation	Mon 12/20/21	Mon 12/27/21	7 Days	40	42
42	Site Investigation	Mon 12/27/21	Mon 1/3/22	7 Days	41	43
43	Site Investigation	Mon 1/3/22	Mon 1/10/22	7 Days	42	44
44	Site Investigation	Mon 1/10/22	Mon 1/17/22	7 Days	43	45
45	Site Investigation	Mon 1/17/22	Mon 1/24/22	7 Days	44	46
46	Site Investigation	Mon 1/24/22	Mon 1/31/22	7 Days	45	47
47	Site Investigation	Mon 1/31/22	Mon 2/7/22	7 Days	46	48
48	Site Investigation	Mon 2/7/22	Mon 2/14/22	7 Days	47	49
49	Site Investigation	Mon 2/14/22	Mon 2/21/22	7 Days	48	50
50	Site Investigation	Mon 2/21/22	Mon 2/28/22	7 Days	49	51
51	Site Investigation	Mon 2/28/22	Mon 3/6/22	7 Days	50	52
52	Site Investigation	Mon 3/6/22	Mon 3/13/22	7 Days	51	53
53	Site Investigation	Mon 3/13/22	Mon 3/20/22	7 Days	52	54
54	Site Investigation	Mon 3/20/22	Mon 3/27/22	7 Days	53	55
55	Site Investigation	Mon 3/27/22	Mon 4/3/22	7 Days	54	56
56	Site Investigation	Mon 4/3/22	Mon 4/10/22	7 Days	55	57
57	Site Investigation	Mon 4/10/22	Mon 4/17/22	7 Days	56	58
58	Site Investigation	Mon 4/17/22	Mon 4/24/22	7 Days	57	59
59	Site Investigation	Mon 4/24/22	Mon 5/1/22	7 Days	58	60
60	Site Investigation	Mon 5/1/22	Mon 5/8/22	7 Days	59	61
61	Site Investigation	Mon 5/8/22	Mon 5/15/22	7 Days	60	62
62	Site Investigation	Mon 5/15/22	Mon 5/22/22	7 Days	61	63
63	Site Investigation	Mon 5/22/22	Mon 5/29/22	7 Days	62	64
64	Site Investigation	Mon 5/29/22	Mon 6/5/22	7 Days	63	65
65	Site Investigation	Mon 6/5/22	Mon 6/12/22	7 Days	64	66
66	Site Investigation	Mon 6/12/22	Mon 6/19/22	7 Days	65	67
67	Site Investigation	Mon 6/19/22	Mon 6/26/22	7 Days	66	68
68	Site Investigation	Mon 6/26/22	Mon 7/3/22	7 Days	67	69
69	Site Investigation	Mon 7/3/22	Mon 7/10/22	7 Days	68	70
70	Site Investigation	Mon 7/10/22	Mon 7/17/22	7 Days	69	71
71	Site Investigation	Mon 7/17/22	Mon 7/24/22	7 Days	70	72
72	Site Investigation	Mon 7/24/22	Mon 7/31/22	7 Days	71	73
73	Site Investigation	Mon 7/31/22	Mon 8/7/22	7 Days	72	74
74	Site Investigation	Mon 8/7/22	Mon 8/14/22	7 Days	73	75
75	Site Investigation	Mon 8/14/22	Mon 8/21/22	7 Days	74	76
76	Site Investigation	Mon 8/21/22	Mon 8/28/22	7 Days	75	77
77	Site Investigation	Mon 8/28/22	Mon 9/4/22	7 Days	76	78
78	Site Investigation	Mon 9/4/22	Mon 9/11/22	7 Days	77	79
79	Site Investigation	Mon 9/11/22	Mon 9/18/22	7 Days	78	80
80	Site Investigation	Mon 9/18/22	Mon 9/25/22	7 Days	79	81
81	Site Investigation	Mon 9/25/22	Mon 10/2/22	7 Days	80	82
82	Site Investigation	Mon 10/2/22	Mon 10/9/22	7 Days	81	83
83	Site Investigation	Mon 10/9/22	Mon 10/16/22	7 Days	82	84
84	Site Investigation	Mon 10/16/22	Mon 10/23/22	7 Days	83	85
85	Site Investigation	Mon 10/23/22	Mon 10/30/22	7 Days	84	86
86	Site Investigation	Mon 10/30/22	Mon 11/6/22	7 Days	85	87
87	Site Investigation	Mon 11/6/22	Mon 11/13/22	7 Days	86	88
88	Site Investigation	Mon 11/13/22	Mon 11/20/22	7 Days	87	89
89	Site Investigation	Mon 11/20/22	Mon 11/27/22	7 Days	88	90
90	Site Investigation	Mon 11/27/22	Mon 12/4/22	7 Days	89	91
91	Site Investigation	Mon 12/4/22	Mon 12/11/22	7 Days	90	92
92	Site Investigation	Mon 12/11/22	Mon 12/18/22	7 Days	91	93
93	Site Investigation	Mon 12/18/22	Mon 12/25/22	7 Days	92	94
94	Site Investigation	Mon 12/25/22	Mon 1/1/23	7 Days	93	95
95	Site Investigation	Mon 1/1/23	Mon 1/8/23	7 Days	94	96
96	Site Investigation	Mon 1/8/23	Mon 1/15/23	7 Days	95	97
97	Site Investigation	Mon 1/15/23	Mon 1/22/23	7 Days	96	98
98	Site Investigation	Mon 1/22/23	Mon 1/29/23	7 Days	97	99
99	Site Investigation	Mon 1/29/23	Mon 2/5/23	7 Days	98	100

**EXHIBIT B
FEE SCHEDULE**






Kennedy Jenks_WES_Contract Packet_202107

Final Audit Report

2021-07-14

Created:	2021-07-14
By:	Lauren Haney (LHaney@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIFyq0YqotrCU1v1h4xD8_R6JHd3AEUyf

"Kennedy Jenks_WES_Contract Packet_202107" History

-  Document created by Lauren Haney (LHaney@clackamas.us)
2021-07-14 - 8:31:13 PM GMT- IP address: 174.204.192.46
-  Document emailed to Greg Geist (ggeist@clackamas.us) for signature
2021-07-14 - 8:32:05 PM GMT
-  Email viewed by Greg Geist (ggeist@clackamas.us)
2021-07-14 - 8:37:28 PM GMT- IP address: 104.143.198.115
-  Document e-signed by Greg Geist (ggeist@clackamas.us)
Signature Date: 2021-07-14 - 8:38:08 PM GMT - Time Source: server- IP address: 24.21.74.247
-  Agreement completed.
2021-07-14 - 8:38:08 PM GMT