

AGENDA

Thursday, August 9, 2018 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2018-76

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Spirit Excellence Employee Awards Presentation (Jackie Nerski, A-Team Rep)

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

III. 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. Resolution No. _____ for a Clackamas County Supplemental Budget (Greater than 10% and Budget Reduction) for Fiscal Year 2018-2019 (David Bodway, Finance)

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

A. Health, Housing & Human Services

1. Approval for the Public Health Division to Apply for the Strategies for Policy and Environmental Change (SPARC), Tobacco-Free Grant Opportunity – *Public Health*
2. Approval of an Amendment to the Cooperation Agreement with the Friends of the Estacada Community Center for the Re-Roof and HVAC Replacement Project – *Housing & Community Development*
3. Approval to Apply to the Tri-County Metropolitan Transportation District of Oregon for Regional Coordination Program Funds to Support Last Mile and Commuter Shuttle Service in Underserved Areas of Clackamas County – *Social Services*

4. Approval of an Intra-Agency Funding Agreement with the Department of Transportation & Development for Reimbursing Public Health Division 50% of the Costs of a Full Time Employee to Conduct Health and Community Impact Assessment – *Public Health*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with Clackamas River Water Relating to the Hattan Road Paving Project
2. Approval of a Contract with Braun Construction & Design, LLC. for the SE Last Road Improvement Project - *Procurement*

C. Finance Department

1. Approval of Amendment No. 3 to the Contract with ABC Roofing for the Re-Roofing of Multiple Building Projects, Roofing Services - *Procurement*

D. Elected Officials

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

E. Technology Services

1. Approval to Amend a Service Level Agreement between Clackamas Broadband eXchange and Clackamas Educational Service District

V. DEVELOPMENT AGENCY

1. Approval of Granting a Permanent Right-of-Way Easement on SE Last Road for Road Purposes

VI. SERVICE DISTRICT NO. 5 (Street Lighting)

1. Board Order No. _____ Certifying the 2018-2019 Assessment Roll for Clackamas County Service District No. 5

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

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

The A-Team is *Your Activities Team*.

Your A-Team

Activities by and for employees

ATeam@Clackamas.us

August 9, 2018

SPIRIT Excellence Employee Awards

The County Activities Team (A-Team) is a group of employees who volunteer to create events to invest in employee connection and fun. This helps invest in quality customer service, when employees know more about other departments through connections with new colleagues.

The A-Team, with the support of County Administration and Human Resources, desires to bring an increased level of recognition for employees and to our daily actions that contribute to excellent public service.

The A-Team selected the 10 most illustrative employee recognitions from the hundreds of “bravos” (soon to be SPIRITs) submitted this past fiscal year.

This is the first year presenting SPIRIT Excellence at a BCC Business meeting. Previously, they were presented at the employee picnic as Bravo Excellence. The change to SPIRIT Excellence implements a recommendation from the Leadership Academy Team, Solidifying our Core Values.

What are the core values?



SERVICE PROFESSIONALISM INTEGRITY RESPECT INDIVIDUAL ACCOUNTABILITY TRUST

Congratulations to the employees selected this year:

Candice Gage, Edith Balbuena, Jackie Nerski, John Evans, Marco Enciso, Rachel Kropf, Roxann Fisher, Sherry Mackey, Teresa Morehouse, and Lori Stomps.



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

August 9, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Greater Than Ten Percent and Budget Reduction) for Fiscal Year 2018-2019

Purpose/Outcome	Supplemental budget change FY 2018-2019
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$1,110,306
Funding Source	N/A
Duration	July 1, 2018-June 30, 2019
Previous Board Action/Review	Budget Adopted June 28, 2018
Strategic Plan Alignment	Build public trust through good government
Contact Person	David Bodway, 503-742-5424

BACKGROUND:

Each fiscal year it is necessary to reduce allocations or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with ORS 294.471, which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget funds(s) being adjusted. The required notices have been published.

The Damascus Successor Agency Fund is recognizing additional fund balance and budgeting for tax payer refund check disbursements.

The effect of this Resolution is an increase in appropriations of \$1,110,306 including revenues as detailed below

Fund Balance Prior Year	\$ 1,110,306.
Total Recommended	\$ 1,110,306.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached Resolution Order and Exhibit A in keeping with a legally accurate budget.

Sincerely,

David Bodway,
Finance Manager

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Providing
Authorization Regarding Adoption of a
Supplemental Budget for items
Greater Than 10 Percent of the Total
Qualifying Expenditures and Making
to Appropriations for Fiscal Year
2018-19



Resolution Order No. _____
Page 1 of 1

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2018 through June 30, 2019 inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on August 9, 2018.

WHEREAS; the funds being adjusted are:

. Damascus Successor Agency Fund;

It further appearing that it is in the best interest of the County to approve this greater than 10 percent change in appropriations for the period of July 1, 2018 through June 30, 2019.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.473, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 9th day of August, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF GREATER THAN 10% OF BUDGET
August 9, 2018

Recommended items by revenue source:

Fund Balance Prior Year	\$ 1,110,306
Total Recommended	<u>\$ 1,110,306</u>

DAMASCUS SUCCESSOR AGENCY FUND

Expenses:

Not Allocated to Organizational Unit	
Materials and Services	\$ 1,110,306
Total Expenditures	<u>\$ 1,110,306</u>

Damascus Successor Agency Fund is recognizing additional fund balance and budgeting for tax payer refund check disbursements.

August 9, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for the Public Health Division to apply for the Strategies for Policy and Environmental Change, Tobacco-Free (SPARC TOBACCO-FREE) grant opportunity

Purpose/Outcomes	This grant will allow the Clackamas County Public Health Division (CCPHD) to advance policy, systems, and environmental changes that reduce the influence of tobacco in the retail environment and prevent youth from accessing tobacco and nicotine products.
Dollar Amount and Fiscal Impact	Maximum grant award \$300,000. No County General Funds are involved. No matching funds required.
Funding Source	Oregon Health Authority
Duration	August 1, 2018 – June 30, 2019
Previous Board Action	None
Contact Person	Dawn Emerick, Public Health Division Director 503.505.0214
Contract No.	N/A

Background:

The Public Health Division of the Health, Housing & Human Services Department, requests the approval to apply for the Strategies for Policy and Environmental Change, Tobacco-Free (SPARC) grant opportunity. CCPHD's Tobacco Prevention and Education Program (TPEP) is presently funded through Program Element (PE) #13 to enforce the Indoor Clean Air Act and develop other community-based tobacco and nicotine prevention work within Clackamas County. The SPARC grant will augment existing TPEP work and solely focus on the retail environment.

Project:

If awarded, funds will support TPEP team to develop the components that are necessary to ensure the successful implementation of a tobacco retail license and further prevent youth access to tobacco and nicotine products. Funds must also be used to develop at least a minimum of one priority tobacco retail prevention policy, including: (1) prohibiting the sale of flavored tobacco products, (2) restricting the proximity of tobacco outlets near places where children frequent (e.g. schools) or requiring a minimum distance between tobacco retail outlets, (3) increasing the cost of tobacco through non-tax approaches (e.g. price promotion prohibitions), and (4) eliminating the sale of tobacco products in pharmacies.

Grantees will develop an action plan and associated project deliverables in conjunction with OHA and other grantees.

Recommendation:

Staff recommends the Board approve CCPHD's request to apply for the Strategies for Policy and Environmental Change, Tobacco-Free (SPARC) grant.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

Grant Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department: H3S, Public Health Division Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: STRATEGIES FOR POLICY AND ENVIRONMENTAL CHANGE, TOBACCO-FREE
Funding Source: Federal State Local:
Requestor Information (Name of staff person initiating form): Dawn Emerick
Requestor Contact Information: 503.505.0214
Department Fiscal Representative: Sherry L. Olson, PH Business Services Manager
Program Name or Number (please specify): Population Health Strategies
Brief Description of Project:

If awarded, funding will allow the Clackamas County Public Health Division (CCPHD) to advance policy, systems and environmental changes that reduce the influence of tobacco in the retail environment. If awarded, recipients will work with appropriate jurisdictions to adopt and implement a tobacco retail licensure system (if not already in place) and a minimum of one priority tobacco retail prevention policy, including:

1. Prohibit the sale of flavored tobacco products
2. Restrict the proximity of tobacco outlets near places where children frequent (e.g. schools) or require a minimum distance between tobacco retail outlets.
3. Increase the cost of tobacco through non-tax approaches (e.g. price promotion prohibitions)
4. Eliminate the sale of tobacco products in pharmacies
5. Raise the minimum legal sale age to 21 (if proposed by a Tribe that does not have a resolution or policy already in place)

Name of Funding (Granting) Agency: Oregon Health Authority

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

DHS/OHA Shared Services
Office of Contracts and Procurement (OC&P)
800 NE Oregon Street, Suite 640
<http://orpin.oregon.gov/open.dll/welcome>

OR

Application Packet Attached: Yes No

Completed By: Sherry Olson, (503) 742-5342

Date: 7/19/18

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

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

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: 8/15/2018

CFDA(s), if applicable:
Announcement Date: 7/17/2018 Announcement/Opportunity #: OHA-4633-18
Grant Category/Title: Max Award Value: \$300,000
Allows Indirect/Rate: Yes/not specified Match Requirement: None
Application Deadline: 8/8/2018 Other Deadlines:
Grant Start Date: 8/1/2018 Other Deadline Description:
Grant End Date: 6/30/2019
Completed By: Sherry Olson
Pre-Application Meeting Schedule: None

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

Mission/Purpose:

1. How does the grant support the Department's Mission/Purpose/Goals?

This grant will support H3S's mission to ensure healthy families and strong communities in Clackamas County. A necessary component of this mission is to reduce youth access to tobacco and nicotine products.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

This grant directly supports the goals of Public Health and the Tobacco Prevention and Education Program (TPEP). The TPEP program aims to reduce tobacco's harm in Clackamas County by (1) promoting tobacco-free environments and communities, (2) reducing the influence of tobacco in the retail environment, and (3) encouraging tobacco users to quit and keep youth from starting.

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

No, an LPHA must do the work.

4. What are the objectives of this grant? How will we meet these objectives?

The primary objective of the grant is to reduce the influence of tobacco in the retail environment. A requirement of the grant is to develop an Action Plan with OHA and others in the funding cohort. The Action Plan will ensure we meet the objective.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

Yes, the Tobacco Prevention and Education Program.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required?

If no, can staff be hired within the grant timeframe?

Yes. Public Health has a 1.0 FTE TPEP coordinator.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

No required partnerships.

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

NA

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

The funding does not create a new program and CCPHD has received budget approval for staff time in FY18-19.

Collaboration

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

PGA, County Counsel

Reporting Requirements

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

Recipients will submit at least two (2) dissemination products describing progress and results such as conference presentations, success stories or earned media coverage.

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

OHA requires that recipients participate in evaluation activities led by OHA throughout the duration of the funding period. Such activities include:

- Meet with an evaluator to develop an evaluation plan specific to Recipient's project(s),
- Collect data and maintain progress documentation throughout the award period,
- Respond to the evaluator's requests for information; and
- Collaborate with the evaluator to develop final reports and products that will highlight outcomes of the Recipient's work.

Recipients will report data to the evaluator on a schedule developed by the Recipient and evaluator.

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

None specified

Fiscal

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

Yes, tobacco is the most preventable cause of death in Clackamas County. Benefit is achieved by the reduction in years of life lost and lower medical

expenditures.

2. What other revenue sources are required? Have they already been secured?
None

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?
No

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?
One-time funding. The funding does not support a position.

5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?
Yes. No rate cap specified.

Program Approval:

Name (Typed/Printed) Date Signature
**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)
Dawn Emende 7/25/18 [Signature]
Name (Typed/Printed) Date Signature

DEPARTMENT DIRECTOR
Name (Typed/Printed) Date Signature

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. 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.

August 9, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

**Approval of an Amendment to a Cooperation Agreement with
 the Friends of the Estacada Community Center
for the Re-roof and HVAC Replacement Project in Estacada**

Purpose/Outcomes	Approval of an Amendment to a Cooperation Agreement for design and construction of community center building improvements including heating and cooling systems and roof modifications to improve drainage at the Estacada Community Center.
Dollar Amount and Fiscal Impact	Amendment #1 adds \$25,000 of Community Development Block Grant (CDBG) funds to the original \$70,000 for a new total of \$95,000 and approximately \$100,000 of private funds.
Funding Source	U.S. Department of Housing and Urban Development No County General Funds are involved.
Duration	Effective immediately through 2028 (ten years after project completion).
Previous Board Action	2017 Action Plan and the 3-Year Funding Recommendations were approved by the BCC on May 11, 2017 - agenda item 051117-A1.
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
Contact Person	Mark Sirois, Housing and Community Development - (503) 655-5664
Contract No.	H3S 8704

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Amendment #1 adding 35% more funding to a Cooperation Agreement with the Friends of the Estacada Senior Center for design and construction of community center building improvements including heating and cooling systems and roof modifications at the Estacada Community Center. The Agreement determines the roles of the Friends of the Estacada Senior Center and the County regarding contract administration, project management as well as the duties of the hired architect during project construction. These additional funds are available now because another CDBG project was cancelled. The Agreement was reviewed by County Counsel on January 17, 2018.

Healthy Families. Strong Communities.

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

www.clackamas.us

RECOMMENDATION:

We recommend the approval of this Amendment and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", written in a cursive style.

Richard Swift, Director
Health, Housing & Human Services Department

**AMENDMENT TO
COOPERATION AGREEMENT**

BETWEEN

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

AND

FRIENDS OF THE ESTACADA COMMUNITY CENTER

H3S Contract #:8704

Board Order #: NA

Amendment Requested by: Friends of the Estacada Community Center

Changes: Scope of Work Contract Budget
 Contract Time Other

Justification for Amendment No.1:

Friends of the Estacada Community Center requested additional CDBG funds to be added to the FY2017 funding level of \$70,000. The Friends have been tentatively awarded \$25,000 of CDBG funds in FY 2019 for building improvements. Friends requests that the funds be added to the FY2017 agreement to maximize the funds available for the FY 2017 Re-roof and HVAC Replacement Project. (70,000 + 25,000 = \$95,000)

No County General funds are involved in this project.

TO AMEND

III. Budget & Financial

- A. The COUNTY will apply CDBG funds received in an amount not to exceed **\$70,000** to the project. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for the PROJECT, and in no event shall the COUNTY'S financial contribution exceed the amount finally granted, released and approved by HUD for this PROJECT.

TO READ

III. Budget & Financial

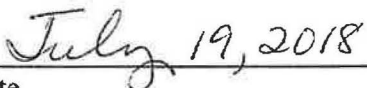
- A. The COUNTY will apply CDBG funds received in an amount not to exceed **\$95,000** to the project. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for the PROJECT, and in no event shall the COUNTY'S financial contribution exceed the amount finally granted, released and approved by HUD for this PROJECT.

ESTACADA COMMUNITY CENTER

200 SE Clubhouse Drive
PO Box 430
Estacada, Oregon 97023



Christina Richartz, General Manager



Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Board.

Richard Swift, Director
Health, Housing & Human Services
Department

Date

August 9, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply to the Tri-County Metropolitan Transportation District of Oregon (TriMet) for Regional Coordination Program Funds to Support Last Mile and Commuter Shuttle Service in Underserved Areas of Clackamas County

Purpose/Outcomes	Approval to apply to the TriMet Regional Coordination Program for funding to provide last mile/commuter shuttles in underserved areas of Clackamas County within the TriMet service district
Dollar Amount and Fiscal Impact	The maximum agreement is \$2,364,667 and will be used to pay for planning, capital and operations. No match funds are required
Funding Source	HB2017 Statewide Transportation Improvement Fund
Duration	January 1, 2019 to June 20, 2021
Previous Board Action	Study session 8/7/18
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641

BACKGROUND

The Social Services Division of the Department of Health, Housing and Human Services requests approval to apply to TriMet's Regional Coordination Program for funding to provide last mile/commuter shuttles in underserved areas of Clackamas County within the TriMet service district.

House Bill 2017 (HB 2017), titled Keep Oregon Moving, implemented a new 0.1% employee payroll tax to fund public transportation. This tax went into effect July 1, 2018 and provides a dedicated source of funding for expanding public transportation service in Oregon. This new funding source is called the Statewide Transportation Improvement Fund (STIF). TriMet formed an HB 2017 Transit Advisory Committee advise TriMet on how to spend STIF revenues.

TriMet's HB 2017 Transit Advisory Committee approved \$3 million, annually, in STIF funding for the **Regional Coordination Program (RCP)** for last mile shuttles within the TriMet District and/or services that help reduce fragmentation between TriMet and communities outside TriMet's service district, but inside Clackamas, Multnomah and Washington Counties. TriMet is currently accepting applications for Fiscal Year (FY) 2019 – Fiscal Year 2021 (July 1, 2018 – June 30, 2021) STIF funding for the Regional Coordination Program.

Only counties (Clackamas, Multnomah, and Washington counties) and government operated transit providers are eligible to receive RCP funds. Other local government authorities, non-profit organizations, and private for-profit organizations are not directly eligible, but may be co-applicants in a project. To be eligible, project must appear in a local plan. Projects may include planning, capital, and ongoing operations within the TriMet District.

The proposals must target either last mile shuttles within TriMet's district and/or services that reduce fragmentation between TriMet and communities outside TriMet's service district, but inside Clackamas, Multnomah and Washington Counties.

In partnership with other local jurisdictions, Clackamas County is requesting to submit for applications to the Regional Coordination Program. Three of the proposals are included on TriMet's Service Enhancement Plans. The fourth project has been submitted by Clackamas Community College to enhance their existing shuttle between the Clackamas Regional Center and Clackamas Community College. Finally, the City of Milwaukie will submit a request to plan for a last mile shuttle for future funding cycles.

The funding proposed for each project, including planning, capital (vehicles) and operations is as follows:

- | | |
|--|-----------|
| 1) Clackamas Industrial Area Job Connector Shuttle | \$758,959 |
| 2) Oregon City Job Connector and Community Shuttle | \$758,959 |
| 3) Oregon City/West Linn to Tualatin Job Connector Shuttle | \$547,821 |
| 4) Clackamas Community College Shuttle Enhancement | \$221,928 |
| 5) Milwaukie Last Mile Shuttle Planning Project | \$ 77,000 |

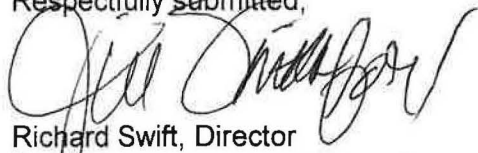
The total applications will be for \$2,364,667 for the three year period of the grant.

No match is required and no County General Fund dollars are involved.

RECOMMENDATION

We recommend the approval of this agreement and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Richard Swift, Director
Health Housing & Human Services

Grant Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department: H3S-Social Services Division Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: TriMet- Regional Coordination Program
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Teresa Christopherson, Admin Services Manager
Requestor Contact Information: X5718
Department Fiscal Representative: Jennifer Snook, Admin Analyst II
Program Name or Number (please specify): Regional Coordination Funds
Brief Description of Project:

HB2017 created a new statewide payroll tax to fund public transit projects (Statewide Transportation Improvement Fund-STIF). TriMet has designated a portion of the funds generated within the TriMet service district for a Regional Coordination Program which funds projects that target last mile shuttles within the TriMet service district or services that reduce fragmentation between TriMet and communities outside of TriMet but within Clackamas, Multnomah and Washington counties. Counties and public transit providers are the only eligible applicants. In partnership with other local jurisdictions and with the Department of Transportation and Development, Clackamas County Social Services Division is requesting to submit five applications for shuttle service planning, capital and operations. The projects are as follows: Clackamas Industrial Area Job Connector Shuttle, Oregon City Job Connector and Community Shuttle, Oregon City/West Linn to Tualatin Job Connector Shuttle, Clackamas Community College Shuttle Enhancement, and Milwaukie Last Mile Shuttle Planning. The total amount being applied for is \$2,364,667

Name of Funding (Granting) Agency: TriMet

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

<https://trimet.org/meetings/hb2017/index.htm>

OR

Application Packet Attached: Yes No

Completed By: [Signature] Date: 7/31/18

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

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

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: _____
CFDA(s), if applicable: _____
Announcement Date: 7/3/2018 Announcement/Opportunity #: _____
Grant Category/Title: Regional Coordination Program Max Award Value: \$2,364,667
Allows Indirect/Rate: No Match Requirement: None
Application Deadline: 8/15/2018 Other Deadlines: _____
Grant Start Date: 1/1/2019 Other Deadline Description: _____
Grant End Date: 6/30/2021
Completed By: Teresa Christopherson
Pre-Application Meeting Schedule: 7/31/2018

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

Mission/Purpose:

1. How does the grant support the Department's Mission/Purpose/Goals?

The mission of the Department of Health, Housing and Human Services is to promote and assist individuals, families and communities to be safe, healthy and to thrive. This project provides public transit services in underserved areas of Clackamas County, providing vulnerable individuals with access to transit services that promote independence and improved access to jobs and education opportunities.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

The Social Services Division is dedicated to supporting individuals and families to remain in their homes and communities and increase self-sufficiency. This project provides improved transit options in underserved areas of Clackamas County whose needs are not being met by TriMet bus service. The new services will allow workers to seek employment and educational opportunities and also provides a valuable link for seniors and persons with disabilities to access grocery shopping, medical appointments and other needed services.

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

Clackamas County is the only eligible applicant who can apply for RCP funds for these projects.

4. What are the objectives of this grant? How will we meet these objectives?

The purpose of the Regional Coordination Program is to fund last mile shuttles and/or services that help reduce fragmentation between TriMet and communities outside of the TriMet service district but inside Clackamas, Washington and Multnomah Counties. The projects included for funding in this proposal are all last mile/commuter shuttles and additionally meet the overall program objectives of STIF funding by increasing access to work and other opportunities for low income households in these communities.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

The only existing project is the Clackamas Community College Service Enhancement project which is operated by CCC directly.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required? If no, can staff be hired within the grant timeframe?

While the organization has experienced and qualified staff, additional staffing will be required to administer these funds. The applications include funding to expand staffing to meet the needs of this new program

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

Clackamas County is the only eligible applicant who can apply for these funds but applications have been developed in close partnership with the City of Oregon City, the City of West Linn, the City of Milwaukie, the City of Tualatin, and Clackamas Community College. If awarded, we will develop agreements as needed for coordination of funding.

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

N/A

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

TriMet has indicated that the funding for this program will be ongoing with new applications required at approximately two year intervals.

Collaboration

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

These applications are being developed in partnership with Clackamas County's Department of Transportation and Development.

Reporting Requirements

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

Reporting requirements are not clearly stated in the application guidance but are expected to comply with state quarterly reporting requirements.

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

Data gathering and reporting is a standardized process within the transit industry and will include metrics such as ridership, cost per ride and cost per revenue hour of service. Since we already report on such data for the Mt Hood Express, no difficulties are anticipated.

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

Reporting requirements are not clearly stated in the application guidance but are expected to comply with state quarterly reporting requirements. In addition, Social Services has existing contracts directly with TriMet and is experienced in meeting fiscal and auditing requirements.

Fiscal

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

Since Clackamas County is the only eligible applicant for the services applied for in the grant, the county would lose out on the opportunity to provide last miles/commuter shuttle service for its residents if we do not apply.

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

No additional revenue sources are required.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

No match is required.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

Continuous funding.

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

Administrative costs have been included in the cost models of the project.

Program Approval:

Teresa Christopherson

7/31/2018

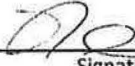
Name (Typed/Printed)


Date


Signature

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

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Brenda Durbin, Director	7/31/2018	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Richard Swift, Director, H3S	7/31/2018	
Name (Typed/Printed)	Date	Signature

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda Item #: Date:

OR

Policy Session Date:

County Administration Attestation

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

August 9, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intra-Agency Funding Agreement with Department of Transportation and Development (CCDTD) for reimbursing Public Health Division (CCPHD) 50% of the costs of a full time employee (FTE) to conduct Health and Community Impact Assessment

Purpose/Outcomes	CCDTD Agrees to reimburse CCPHD 50% of the cost of a FTE.
Dollar Amount and Fiscal Impact	No contract maximum, this will be an on-going Agreement for as long as the FTE exists.
Funding Source	No County General Funds are involved.
Duration	Effective upon signature and has no termination date
Previous Board Action	No Previous Board Actions
Strategic Plan Alignment	1. Health outcome disparities identified in the Community, Health Improvement Plan will be reduced. 2. Build a strong infrastructure.
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	8909

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of a Funding Agreement with Department of Transportation and Development (CCDTD) for reimbursing Public Health Division (CCPHD) 50% of the costs of a full time employee (FTE) to conduct Health and Community Impact Assessment.

This position will conduct and implement Health and Community Impact Assessments that will reflect scientific data, health expertise, and public input to identify the potential effects, both positive and negative, of projects within Clackamas County.

This contract is effective upon signature and continues until terminated. This contract has been reviewed by County Counsel on July 31, 2018.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

**INTRA-AGENCY AGREEMENT
BETWEEN
CLACKAMAS COUNTY PUBLIC HEALTH DIVISION
AND
CLACKAMAS COUNTY
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

Agreement #8909

I. Purpose

This is a funding Agreement made between **Clackamas County Public Health Division (CCPHD)** and **Clackamas County Department of Transportation and Development (CCDTD)**. Each Division agrees to provide 50% of funding for one (1) FTE and will make provisions in their annual budget to sustain the position. The FTE will provide Health Implications/Impact Assessments for CCPHD and Community Implications/Impact Assessment for CCDTD.

II. Scope of Work and Cooperation

A. *CCDTD agrees to:*

1. Reimburse CCPHD for 50% of the cost of a full time employee.

B. *CCPHD agrees to:*

2. *Recruit and supervise the new position*

III. Compensation

A. *CCDTD agrees to:*

1. Reimburse CCPHD 50% of the cost of a full time employee based on the formula of Salary+Fringe+allocated costs.

B. CCPHD will invoice CCDTD via monthly inter-fund. Time will be tracked in WFS

This Agreement has no maximum value.

IV. Liaison Responsibility

Laurel Bentley Moses will act as liaison from *CCPHD* for this project.
Joe Marek will act as liaison from *CCDTD* for this project.

V. Special Requirements

None

VI. Amendments

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties and the Department Director.

VII. Term of Agreement

This agreement becomes effective upon signature. This Agreement has no expiration date.

This agreement is subject to cancellation by either of the parties when ninety (90) days' written notice has been provided.

Termination. This contract may be terminated by mutual consent of both parties, or by either party, upon 90 days' notice, in writing and delivered by certified mail or in person.


CCDTD agrees responsibility for 50% of any unemployment costs that arise from the termination of this Agreement.

This agreement consists of seven (7) sections.

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

Signatures on next page

**DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**




Michael Bezner
Assist Dir, Dept Trans & Dev

Date

7/26/18

PUBLIC HEALTH DIVISION



Dawn Emerick
Director

Date

7/30/18

**CLACKAMAS COUNTY
HEALTH, HOUSING, AND HUMAN SERVICES DEPARTMENT**

Richard Swift
Director

Date



RANDALL A. HARMON
MANAGER

TRANSPORTATION MAINTENANCE DIVISION

McCoy Building

902 ABERNETHY ROAD | OREGON CITY, OR 97045

August 9, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement Between
Clackamas River Water and Clackamas County
Relating to Hattan Road Paving Project**

Purpose/Outcomes	Clackamas River Water plans to commence a water transmission line construction project on S. Hattan Road. Clackamas County had previously identified the need to improve S. Hattan Road within the project area with an asphalt overlay. Clackamas River Water and Clackamas County have determined it is in the public interest to cooperate in providing for a full-width asphalt overlay of S. Hattan Road.
Dollar Amount and Fiscal Impact	Exhibit B lists the cost responsibilities. Clackamas River Water will be going out to bid for the entire project and be the contract manager. At this time, we have no final costs. For Clackamas County's portion, we are roughly estimating \$275,000.00
Funding Source	DTD Transportation Maintenance, contracted maintenance budget line 215-7433-00-424423
Duration	Contract execution through completion, no later than June 30, 2019
Strategic Plan Alignment	This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.
Contact Person	Grant Williams, Project Manager 503-650-3995

Background:

Clackamas River Water plans to commence a water transmission line construction project that will include construction within the S. Hattan Road and S. Gronlund Road roadways. Ordinarily, Clackamas County would require a party undertaking a project such as this to complete a half-street grind and inlay on the side of the roadway over the waterline trench.

Clackamas County had previously identified the need to improve the entire roadway within the project area with an asphalt overlay. Both parties determined that it is in the public interest to cooperate in the planning and execution of this project to provide for a full-width asphalt overlay, rather than a half-street grind and inlay, within the project area.

Page 2
IGA
Clackamas River Water and Clackamas County

This contract has been reviewed and approved by County Counsel.

Recommendation:

Staff respectfully recommends that the Board approves and signs this IGA between Clackamas River Water and Clackamas County.

Sincerely,

Randall A. Harmon
Transportation Operations Manager

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS RIVER WATER AND CLACKAMAS COUNTY
RELATING TO HATTAN ROAD PAVING PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into between Clackamas River Water, a domestic water district organized under ORS chapter 264 ("CRW"), and Clackamas County, a corporate body politic ("County"), collectively referred to as the "Parties" and each a "Party."

RECITALS

- A. This Agreement is entered into pursuant to ORS 190.010, which confers authority on local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreements, its officers or agencies have authority to perform.
- B. CRW plans to commence a water transmission line construction project (the "Hattan Road Transmission Main Project") that will include construction within the S. Hattan Road and S. Gronlund Road roadways in an area identified in **Exhibit A** to this Agreement (the "Project Area"). Ordinarily, County would require a party undertaking a project such as the Transmission Main Project to complete a half-street grind and inlay on the side of the roadway over the waterline trench.
- C. County previously identified the need to improve the entire roadway within the Project Area with an asphalt overlay.
- D. CRW and County have determined it is in the public interest to cooperate in the planning and execution of the Hattan Road Transmission Main Project to provide for a full-width asphalt overlay, rather than a half-street grind and inlay, within the Project Area.

AGREEMENT

Now, therefore, based on the foregoing, the Parties agree as follows:

- 1. **Term.** This Agreement becomes effective as of the last date of signature by a Party indicated below. Unless terminated earlier pursuant to Section 5 of this Agreement, this Agreement will expire upon the completion of each and every obligation of the Parties set forth in this Agreement.
- 2. **CRW's Obligations.**
 - a. **Preliminary Scope of Work.** CRW will contract for the Preliminary Scope of Work set out in **Exhibit B**. CRW's procurement process will require bidders to itemize costs for the categories set out in the Preliminary Scope of Work, as applicable. All contracts awarded for the Hattan Road

Transmission Main Project will itemize the costs for the categories set out in the Preliminary Scope of Work.

- b. Management of Hattan Road Transmission Main Project. Except as provided in Section 3 of this Agreement, CRW will manage the Hattan Road Transmission Main Project and administer the associated engineering, design and construction contracts.
- c. Payment Obligations. Except as provided in this Agreement, CRW will be responsible for all costs associated with the Hattan Road Transmission Main Project.
- d. Contracts. Prior to bid, CRW shall provide copies of the procurement materials to the County for review and approval. The procurement materials shall incorporate those specifications for materials and workmanship provided by the County pursuant to Paragraph 3(a) of this Agreement. Procurement materials and contracts entered into by CRW in connection with the Hattan Road Transmission Main Project will identify County as an intended third-party beneficiary of the asphalt overlay work and as a co-insured.

3. County's Obligations.

- a. Preliminary Scope of Work. County agrees to the Preliminary Scope of Work set out in Exhibit B. Within five (5) business days after the effective date of this Agreement, County will provide CRW with specifications for materials and workmanship to be used in CRW's procurement materials and contracts for work associated with the asphalt overlay contemplated in the Preliminary Scope of Work.
- b. Approval of Procurement Materials. Within five (5) business days after CRW provides copies of procurement materials pursuant to Paragraph 2(d) of this Agreement, County will approve the procurement materials, provide requested revisions to the procurement materials, or reject the procurement materials. County's approval of the procurement materials will not be withheld unreasonably.
- c. Project Coordination. County will assign a project representative to coordinate paving-related design requirements, to assist in developing bid items and quantities, and to assist CRW when necessary to provide responses to requests for information from bidders and contractors. County will provide engineering review and comments, as required.
- d. Project Inspections and Testing. County is responsible for all costs associated with asphalt overlay and related road work design review, field

inspection and material testing. County will inspect the overlay and transition areas, including field quality control and quantity measurement, at its expense. County will provide material testing of overlay material, if required. County will provide submittal review for overlay and related materials in coordination with the CRW project manager.

- e. Shoulder Restoration. County is responsible for all costs of shoulder restoration in and adjacent to the Project Area.
- f. Pavement Markings. County is responsible for restoration of pavement markings within the Project Area, separate from CRW's project.
- g. Payment Obligations. County will reimburse CRW for amounts paid to contractors as provided in the Preliminary Scope of Work attached as **Exhibit B**, according to the terms set out below in Section 4 of this Agreement.
- h. Credit for County's Payment Obligations. County's payment obligations under Section 3(f) of this Agreement shall be reduced by \$1,800.00 as credit for relief of surface restoration permit requirements associated with CRW's Carver-Springwater Transmission Main Project.

4. **Payment**. CRW will submit invoices for payment directly to County's project coordinator listed in Section 7 of this Agreement on a monthly basis for actual costs incurred by CRW, in accordance with the cost allocation provided in the Preliminary Scope of Work attached as **Exhibit B**. Such invoices must include a description of the Hattan Road Transmission Main Project work associated with the invoices, and itemize expenses as necessary to support cost allocation designations. County shall make payment within thirty (30) calendar days from receipt of CRW's invoice.

5. **Termination**.

- a. CRW and County, by mutual written agreement, may terminate this Agreement at any time.
- b. Either CRW or County may terminate this Agreement by written notice on or before January 10, 2020, in the event CRW does not initiate procurement for the Hattan Road Transmission Main Project by December 31, 2019.
- c. Either CRW or County may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party

has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party brings correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

- d. CRW or County shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- e. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project.
- f. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

6. Indemnification.

- a. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend CRW, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to person or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents or its subcontractors or anyone over which the County has a right to control.
- b. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, CRW agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of CRW or its officers, elected officials, owners, employees,

agents, or its subcontractors or anyone over which CRW has a right to control.

7. Party Contacts.

- a. Adam Bjornstedt or his designee will act as liaison for CRW for the Project.

Contact Information:

Adam Bjornstedt
Clackamas River Water
16770 SE 82nd Drive
Clackamas OR 97015
(503) 722-9246
abjornstedt@crwater.com

- b. Grant Williams or his designee will act as liaison for County for the Project.

Contact Information:

Grant Williams
Clackamas County Roads
902 Abernethy Road
Oregon City OR 97045
(503) 650-3995
gwilliams@clackamas.us

- c. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

8. General Provisions.

- a. **Oregon Law and Forum.** This agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- b. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- c. **Non-Exclusive Rights and Remedies.** Except as otherwise provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different

times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- d. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- e. **Access to Records.** The Parties acknowledge and agree that each Party shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- f. **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.
- g. **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.
- h. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- i. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- j. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- k. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or CRW.
- l. **No Assignment.** No party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- m. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile, or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute and original.
- n. **Authority.** Each Party represents that is has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- o. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

[Signatures on the following page]

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

Clackamas County

Clackamas River Water

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A
PROJECT AREA

IGA CRW - CLACKAMAS COUNTY HATTAN ROAD PAVING PROJECT

EXHIBIT A

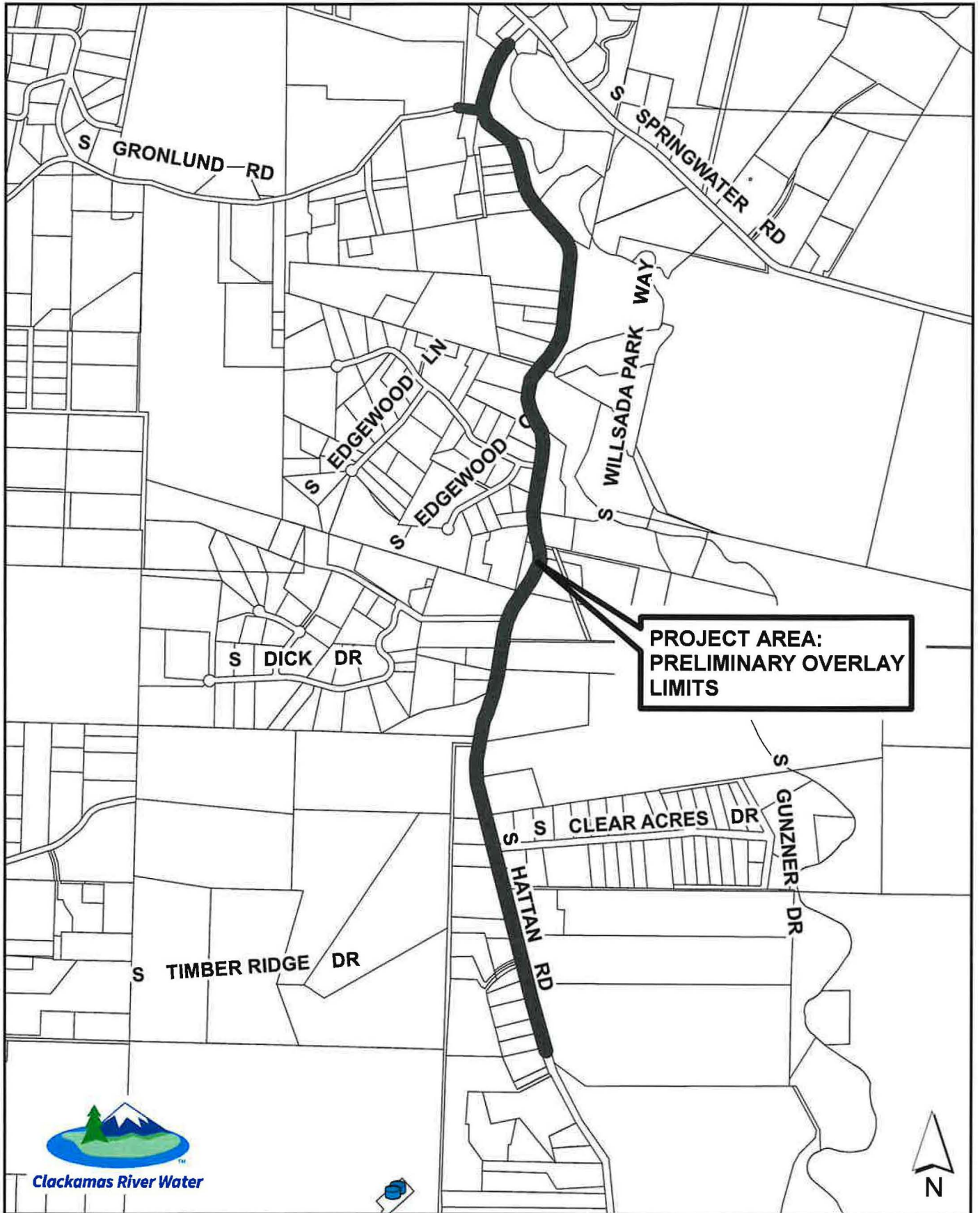


EXHIBIT B

PRELIMINARY SCOPE OF WORK

Project Component	CRW Cost Responsibility	County Cost Responsibility
Trench saw cut	100%	0%
Temporary trench patch during waterline construction	100%	0%
Permanent trench patch, 8" thick, 3 lifts, no T-cut	100%	0%
Waterline installation, including design, procurement, contract labor and materials, contract administration	100%	0%
0" to 2" grind for pavement transition at both ends of the overlay and at side streets	50%	50%
2-inch thick, 1/2-inch dense, Level 3 asphalt overlay, full road width	50%	50%
Flagging and traffic control - Overlay associated effort only	50%	50%
Compaction testing for asphalt overlay	50%	50%
Pavement transitions of side roads and driveways	0%	100%
Shoulder restoration in and adjacent to the Project area	0%	100%

P0756244.v3



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 Braun Construction & Design, LLC. for
SE Last Road Improvements**

Purpose/Outcomes	This project will construct half-street improvements on SE Last Road.
Dollar Amount and Fiscal Impact	Contract value is \$442,630.00
Funding Source	SPWF Grant:\$253,348 General Sheet Metal: \$189,282
Duration	Contract execution through December 31, 2018
Previous Board Action	04/02/15: BCC Approval of a Special Public Works Fund Financing Contract with Oregon Infrastructure Authority for Special Public Works Funds 03/11/14: BCC Work Session Approval of the grant application.
Strategic Plan Alignment	This project will "Build a strong infrastructure" and "Ensure safe, healthy and secure communities" by constructing sidewalks.
Contact Person	Joel Howie, Project Manager, 503-742-4658

Background:

This contract is for the improvements of constructing SE Last Road with 21-foot width half-street improvements over approximately 540 linear feet consisting of curbs, a 5-foot wide landscaped swale, and a 5-foot wide sidewalk. Clackamas County was awarded a \$250,000 Special Public Works Funds grant from the Oregon Infrastructure Finance Authority and another \$65,000 after the bid opening to cover full funding of design and construction for the project. Additionally, the County has a financial agreement with General Sheet Metal ("GSM") for up to \$170,000 and another \$20,000 after the bid opening to construct these improvements that were conditioned through the land use entitlement process for GSM in Clackamas, Oregon.

The project work is anticipated to begin immediately following contract signing. Substantial completion will be not later than September 28, 2018 with final completion not later than December 31, 2018.

Procurement Process:

This project advertised in accordance with ORS and LCRB Rules on June 9, 2018. Bids were opened on June 30 2018. The County received two (2) bids: Kerr Construction, \$534,783.00; and Braun Construction & Design, LLC., \$442,630.00. After review of the bids, Braun Construction & Design, LLC. was determined to be lowest responsive bidder.

This contract has been reviewed and approved by County Counsel.

Recommendation:

Staff respectfully recommends that the Board approves and signs this public improvement contract with Braun Construction & Design, LLC. for the SE Last Road Improvements.

Sincerely,

Dan Johnson, Director

Placed on the BCC Agenda _____ by Procurement



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

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 **Braun Construction & Design, LLC.**, 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: **#2018-35 – SE Last Road Improvements**

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **four hundred forty-two thousand six hundred thirty Dollars (\$442,630.00)** (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.

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

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

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Roadway Construction (the "Specifications"), together with the provisions of the Oregon Standard Specifications for Construction (2015) referenced therein.

2. Representatives.

Contractor has named Jeanie Braun 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 Joel Howie 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: Jeanie Braun shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of the Notice to Proceed

SUBSTANTIAL COMPLETION DATE: August 31, 2018

FINAL COMPLETION DATE: October 5, 2018

SEEDING ESTABLISHMENT: November 19, 2018

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 5 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 24 months or the maximum time period available in the marketplace if less than 24 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 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 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:
 - 10.1.1. \$600.00 per Calendar day past Substantial Completion date.
 - 10.1.2. \$600.00 per Calendar Day past Final Completion date.

Signature page to follow.

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:

Braun Construction & Design, LLC.

24805 SW Gage Road

Wilsonville, Oregon 97070

Contractor CCB # 167432 Expiration Date: 12/5/2019

Oregon Business Registry # 325417-99 Entity Type: DLLC

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.

Braun Construction & Design, LLC.

Clackamas County Board of County Commissioners

Authorized Signature

Date

Chair

Date

Name / Title Printed

Recording Secretary

APPROVED AS TO FORM

County Counsel

Date



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Contract Amendment #3 with ABC Roofing for the
Re-roof Multiple Buildings Project – Roofing Services**

Purpose/Outcome	Approval of amendment
Dollar Amount and fiscal Impact	\$208,480.00
Funding Source	Facilities Management Budget Line: 744-7532-00-437100-99999: \$200,000.00 Budget Line: 420-7532-00-437100-99999: \$8,480.00 Fiscal year 2018-2019
Duration	Contracting through December 31, 2018
Previous Board Action/Review	Approval of Original Contract, May 10, 2018.
Strategic Plan Alignment	Build public trust through good government, build a strong infrastructure and ensure safe, healthy and secure communities.
Contact Person	Steven Bloemer, (503) 805-9870
Contract No.	

BACKGROUND:

The present Clackamas County Fairgrounds Main Pavilion has been in place since 1924, with multiple revisions, additions and reroofs over its lifespan. The current roof consists of multiple and vastly different treatments, all of which have exceeded their expected lifespans, has leaks in multiple locations, and is beyond repair or rejuvenation. With the flat and low-pitched roof designs, the most economical and feasible solution is to install a membrane roof over the affected areas.

The Pavilion's roof replacement was included as an additive alternate in the original Invitation to Bid in February 2018, however funding for this roof was not available at the time of the contract production. As it would be cost prohibitive to rebid the Pavilion's roof as a standalone project, it is in the County's best interest to amend the existing contract with ABC Roofing to add the Pavilion roof into the project. This contract amendment will allow the installation of a roof with a 20-year warranty.

This contract amendment has been reviewed and approved by County Counsel.

PROCUREMENT PROCESS:

This original Invitation to Bid advertised in accordance with ORS 279C and LCRB Rules on January 18, 2018. Bids were publicly opened on February 1, 2018. The County received three (3) bids: ABC Roofing; Forest Roofing; and Snyder Roofing. The Contract was awarded to the lowest responsive bidder, ABC Roofing Co.

Amendment #1 was a bid alternate that added fall protection to the buildings being reroofed. Amendment #2 corrected contract language. Amendment #3 will include the bid alternate for the Clackamas County Fairgrounds Main Pavilion building to be included in the roofing project.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board approve the contract with ABC Roofing for the Re-Roof Multiple Buildings Project.

Sincerely,



Christa Bosserman-Wolfe
Finance Deputy Director

Placed on the board agenda of August 9th, 2018 by the Procurement Division

AMENDMENT #3

TO THE CONTRACT DOCUMENTS WITH A.B.C. ROOFING COMPANY FOR PROJECT #2017-115 REROOF OF MULTIPLE BUILDINGS

This Amendment #3 is entered into between A.B.C. Roofing Company ("Contractor") and Clackamas County ("County") and shall become part of the Contract entered into between the parties on May 10, 2018 and amended with Amendment #1 on June 18, 2018 and with Amendment #2 on July 2, 2018.

The Purpose of the Amendment #3 is to make the following changes to the Contract:

1. Contract Price, Contract Documents and Work is hereby changed as follows: County is moving forward with Additive Alternate #2 to reroof the Fairgrounds Pavilion Building as provided for in the Detailed Requirements #4 and as per the attached specifications.

Compensation to complete the additional Work for this project is increased by \$208,480.00. The maximum compensation authorized under this Contract shall not exceed \$1,186,260.00.

ORIGINAL CONTRACT	\$ 891,480.00
AMENDMENT #1	\$ 86,300.00
AMENDMENT #2	Language Change
AMENDMENT #3	\$ 208,480.00
TOTAL CONTRACT AMOUNT	\$1,186,260.00

Contract Final Completion date remains unchanged at October 31, 2018.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #3, effective upon the date of the last signature below.

A.B.C. Roofing Company
P.O. Box 23294
Tigard, Oregon 97281



Authorized Signature

Tom Bolt VP

Name, Title

7/30/18

Date

61031-13 / DBC Oregon

Oregon Business Registry Number

427 Exp: May 31, 2020

CCB#

Clackamas County Board of County
Commissioners

Chair Date

Recording Secretary

Approved as to Form



Counsel Date 7/30/18



Jeff Jorgensen
Manager

FACILITIES MANAGEMENT
CENTRAL UTILITY PLANT

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

**SINGLE PLY MEMBRANE REROOF PROJECTS
FOR CLACKAMAS COUNTY BUILDINGS
PROJECT SPECIFICATIONS**

PROJECT OVERVIEW

The scope of this bid is for the reroofing of up to four (4) County owned buildings: The Silver Oak building located at 1810 Red Soils Ct. Oregon City, OR 97045, The Bowman and PSTC Buildings located at 12800 and 12700 SE 82nd Ave., Clackamas, OR 97015 and as an additive alternate, the Clackamas County Fairgrounds Pavilion Center at 694 NE 4th Ave., Canby OR 97013. Each building will have a separate bid schedule with one Contractor selected to perform all work by the lowest aggregate quote.

TECHNICAL INQUIRIES

Questions relating to materials in the Bid Proposal, the Standard Specifications and Special Provisions and the Plans and Drawings shall be addressed to:

Ryan Rice
Contract Analyst
503-742-5446 or via email at rrice@clackamas.us

LICENSING

Subcontractors must be currently licensed in good standing with the Oregon Construction Contractor's Board and have or obtain a Metro or City of Oregon City license to bid on this project.

BOLI WAGES

This contract falls under BOLI requirements. The Subcontractor shall be required to follow the Prevailing Wage Rate Law and pay the appropriate hourly rates as found in the 'Prevailing Wage Rates for Public Works Contracts in Oregon Effective July 1, 2017 book. The Subcontractor and their subcontractors if any, are required to have a public works bond on file with the Oregon Construction Contractors Board before starting any work unless exempt. **Copies of the certified wage reports must be submitted before final labor invoices can be paid as per the Public Contracting Code - ORS 279C.845 and ORS 279.555.**

SCOPE

The contractor shall supply all materials and labor to complete their portion of the project in compliance with all local codes and regulations according to specifications and detailed requirements specified below.

This contract will cover permits and the supply and installation of single ply membrane roofing, recover boards, flashing and coping, fall restraint system and all incidentals needed or required to deliver a complete, cohesive roof system at each location. All work under this bid shall be completed by **31st of October, 2018.**

GENERAL REQUIREMENTS

1. Quotations must be submitted as specified above, or they will not be considered.
2. Each location shall be open for a non-mandatory pre-bid inspection. Dates and times will be provided in a separate attachment.
3. The Contractor shall apply and pay for all necessary permits to perform the work associated with or described in this Bid. Contractor must obtain and pay for performance and payment bonds which shall be a required part of the Contract.
4. It is understood that work to be performed by the Contractor is based upon the specified structures in the existing locations and conditions, and that Clackamas County assumes no responsibility and makes no guarantee or representation as to the condition thereof prior to, or subsequent to, the execution of the contract.
5. Work hours for the Bowman, Silver Oak and Pavilion Buildings are Monday through Friday 6:30am to 5:30pm. Work hours for the PSTC Building are varied: This is an active training and public shooting range with Monday and Tuesday closures, and Thursday and Friday early afternoon openings. Additionally, police training may be scheduled on closed days. No work will be permitted while the range is open over the range roof area. The County proposes full standard hour work days during complete range closures, and an early start and end time on other days. Specific times will be discussed and approved at the pre-con meeting.
6. Clackamas County will provide potable water access and 120v power supply for Contractor's operations. Any additional requirements or needs of the Contractor shall be included in the bid proposal.
7. Selected Contractor shall convene a pre-construction meeting after contract award and before ordering materials or commencing any work. The Contractor shall provide a duration schedule for each roof including anticipated delivery dates of materials. The pre-con shall be held at a mutually agreed upon location and may include all projects in one meeting.

DETAILED REQUIREMENTS

1. The Contractor shall be responsible for supplying, fabricating, delivering and installing all required materials and labor to include incidentals to complete the scope of work detailed in these specifications and as directed by the County.
2. The **Silver Oak Building** had a partial reroof project completed in 2016 which covers approximately 25% of the roof area. This building's reroof project will require the use of a compatible TPO to be tied into and welded to the existing membrane roof, as well as recover board and insulation panels that are of the same make and manufacturer, or similar in grade and performance to the previously installed components.

The remainder of the existing roof consists of a built up roof (BUR) installed over a wood framed and sheathed deck. The insulation and recover boards shall be installed over the BUR roof, with the TPO mechanically fastened in place. All parapet flashings to be replaced shall be similar in grade, performance and appearance to the flashings replaced during the 2016 partial reroof. The 2016 project submittals shall be included with the bid documents as a reference.
3. The **PSTC and Bowman Buildings** roofs consist of a BUR roof over a wood framed and sheathed deck. These roofs may be bid with any single ply material (PVC, TPO, Etc) and recover board that meets the required specifications. A portion of the PSTC's current roof is built over a firearm range, which has a positive pressure system that can and has affected the existing roof. The Contractor shall provide and install a minimum of 10 roof vents, each no less than 6" in diameter over the range roof to help eliminate the pressures the new membrane roof will be subject to.

Additive alternate #1: For the **PSTC and Bowman Building** roofs, provide an estimate to remove, haul away and dispose of the existing gravel topping cover.

4. The Clackamas County **Fairgrounds Pavilion Building** consists of a traditional wood framed structure with a mix of rafters and manufactured trusses originally built in 1924. The existing roofs are a mix of TPO, high-ribbed rolled metal, architectural composition shingles and hot mop asphalt. This project will be a reroof of the existing membrane and hot mop asphalt roofs comprised of an overlay only, leaving existing roofs in place. The existing metal roof shall remain in place with no work performed.

Additive alternate #2: Provide estimate to reroof the **Fairgrounds Pavilion Building** as provided for in Detailed Requirements #4 and as per the attached specifications.

Additive alternate #3: Provide a separate estimate for each building to incorporate a Guardian CB-12 integrated fall protection system manufactured by Guardian Fall Protection, Inc.

BUILDING SPECIFICATIONS

SILVER OAK BUILDING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Complete adhered thermoplastic polyolefin (TPO) membrane roofing system with insulation and recovery board mechanically fastened to existing roof sheathing, and PMMA interfacing flashing between two roof systems, using manufacturer's standard details throughout unless otherwise indicated.
- B. Disposal of demolition debris and construction waste in manner complying with applicable federal, state, and local regulations.

1.02 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 for definition of terms related to roofing work not otherwise defined in the section.
- B. LTTR: Long Term Thermal Resistance, as defined by CAN-ULC S770.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conference: See General Requirements #7. Before start of roofing work, Contractor shall hold a meeting to discuss the proper installation of materials and requirements to achieve the warranty.
 1. Require attendance with all parties directly influencing the quality of roofing work or affected by the performance of roofing work.

1.04 SUBMITTALS

- A. Provide the following information in PDF form to the County for review and approval after contract ratification and before ordering materials or commencing work.
- B. Product Data:
 1. Provide membrane manufacturer's printed data sufficient to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with roofing membrane.
- C. Shop Drawings: Provide the roof membrane manufacturer's standard details customized for this project for all relevant conditions, including flashing types and conditions, base tie-ins, roof edges, terminations, expansion joints, penetrations, and drains.
 1. For tapered insulation, provide project-specific layout and dimensions for each board.
- D. Specimen Warranty: Submit prior to starting work.
- E. Installer Qualifications: Letter from manufacturer attesting that the roofing installer meets the specified qualifications.
- F. Pre-Installation Notice: Copy to show that manufacturer's required Pre Installation Notice (PIN) has been accepted and approved by the manufacturer.
- G. Executed Warranty.

105 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual for roofing system.
- B. Manufacturer Qualifications: Company specializing in manufacture of thermoplastic polyolefin (TPO) membrane roofing systems with ten years of experience without a membrane failure.
- C. Installer Qualifications: Company specializing in installation of thermoplastic polyolefin (TPO) membrane roofing systems with five years of experience with this manufacturer's product and with written approval as successfully passing installation training program from this manufacturer.
- D. Pre-installation Conference: See General Requirement #7
- E. Manufacturer's Technical Representative:
 - 1. Visit site not less than three times, or more if required, to review technical aspects critical to roofing application, and installation procedures.
 - a. Pre-installation meeting.
 - b. Substrate suitability approval for application of roofing Installation.
 - c. Observation of completed installation.

106 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.
- B. Store materials clear of ground and moisture with weather protective covering.
- C. Keep combustible materials away from ignition sources.

107 WARRANTY

- A. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
- B. Warranty: Warranty covering membrane, roof insulation, and other indicated components of the system, for the term of 20 years.
 - 1. Limit of Liability: No dollar limitation.
 - 2. Scope of Coverage: Repair leaks in the roofing system caused by:
 - a. Ordinary wear and tear of the elements.
 - b. Manufacturing defect in materials.
 - c. Defective workmanship used to install these materials.
 - d. Damage due to winds up to 55 mph.
 - 3. Not Covered:
 - a. Damage due to winds in excess of 55 mph.
 - b. Damage due hurricanes or tornadoes.
 - c. Hail.
 - d. Intentional damage.
 - e. Unintentional damage due to normal rooftop inspections, maintenance, or service.

PART 2 PRODUCTS**201 MANUFACTURERS**

- A. Design Basis Manufacturer: Carlisle Roofing Systems, Inc; www.carlisle-syntec.com.
- B. Acceptable Manufacturers pending conformance to Design Basis manufacturer:
- C. Manufacturer of Insulation and Cover Boards: Same manufacturer as roof membrane.
- D. Substitutions: Submit products that are directly compatible with Carlisle product for review.

202 ROOFING SYSTEM DESCRIPTION

- A. Roofing System: Thermoplasticolefin (TPO) single-ply membrane.

203 MEMBRANE MATERIALS

- A. Membrane: Flexible, heat weldable sheet composed of thermoplastic polyolefin polymer and ethylene propylene rubber; complying with ASTM D6878, with polyester weft inserted reinforcement and the following additional characteristics:
 - 1. Thickness: 0.080 inch plus/minus 10 percent, with coating thickness over reinforcement of 0.030

inch plus/minus 10 percent.

2. Sheet Width: Provide sheets of width necessary to accommodate batten spacing required by manufacturer for project conditions.
 3. Puncture Resistance: 415 lbf, minimum, when tested in accordance FTM 101C Method 2031.
 4. Solar Reflectance: 0.84, minimum, when tested in accordance with ASTM C1549.
- B. Insulation Fasteners: Type and size as required by roof membrane manufacturer for roofing system attachment to existing plywood roof sheathing through existing built-up roof system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.
- C. Curb and Parapet Flashing: Same material as membrane, with encapsulated edge which eliminates need for seam sealing the flashing-to-roof splice; precut to 18 inches wide.
- D. Formable Flashing: Non-reinforced, flexible, heat weldable sheet, composed of thermoplastic polyolefin polymer and ethylene propylene rubber.
1. Thickness: 0.060 inch plus/minus 10 percent.
 2. Tensile Strength: 1550 psi, minimum, when tested in accordance with ASTM D638 after heat aging.
 3. Elongation at Break: 650 percent, minimum, when tested in accordance with ASTM D638 after heat aging.
 4. Tearing Strength: 12 lbf, minimum, when tested in accordance with ASTM D1004 after heat aging.
 5. Color: White.
 6. Acceptable Product: TPO Flashing by Carlisle.
- E. Tape Flashing: 5-1/2 inch nominal wide TPO membrane laminated to cured rubber polymer seaming tape, overall thickness 0.065 inch nominal; TPO Flashing by Carlisle.
- F. Pourable Sealer: Two-part polyurethane, two-color for reliable mixing; Pourable Sealer by Carlisle.
- G. Termination Bars: Aluminum bars with integral caulk ledge; 1.3 inches wide by 0.10 inch thick; Termination Bar by Carlisle.
- H. Cut Edge Sealant: Synthetic rubber-based, for use where membrane reinforcement is exposed; Cut Edge Sealant by Carlisle.
- I. General Purpose Sealant: EPDM-based, one part, white general purpose sealant; TPO General Purpose Sealant by Carlisle.
- J. Molded Flashing Accessories: Unreinforced TPO membrane pre-molded to suit a variety of flashing details, including pipe boots, inside corners, outside corners, etc.; TPO Small and Large Pipe Flashing by Carlisle.
- K. Water Block Seal: Butyl rubber sealant for use between two surfaces, not exposed; Water Block Seal by Carlisle.
- L. Roof Walkway Pads: Non-reinforced TPO walkway pads, 0.130 inch by 30 inches by 40 feet long with patterned traffic bearing surface; TPO Walkway Pads by Carlisle.
- M. PMMA flashing at termination of TPO to built-up roofing where TPO will not cover built-up roofing. Verify compatibility of PMMA flashing to both roofing materials prior to proceeding with PMMA flashing application.

204 ROOF INSULATION AND COVER BOARDS

- A. Polyisocyanurate Board Insulation: Closed cell polyisocyanurate foam with black glass reinforced mat laminated to faces, complying with ASTM C1289 Type II Class 1, with the following additional characteristics:
1. Thickness: Not less than 80mil on deck and 60mil on parapet
 2. Size: 48 inches by 96 inches, nominal.
 3. Exception: Insulation to be attached using adhesive or asphalt may be no larger than 48 inches by 48 inches, nominal.
 4. R-Value (LTTR): R = 6.0/inch, minimum.
 5. Compressive Strength: 20 psi when tested in accordance with ASTM C1289.
 6. Ozone Depletion Potential: Zero; made without CFC or HCFC blowing agents.

7. Recycled Content: 19 percent post-consumer and 15 percent post-industrial, average.
- B. High Density Polyisocyanurate Recover Board: Non-combustible, water resistant, high density closed cell polyisocyanurate core with coated glass mat facers, with the following characteristics:
 1. Size: 48 inches by 96 inches, nominal.
 2. Thickness: 1/4 inch.
 3. Thermal Value: R-value of 2.5, when tested in accordance with ASTM C518 and ASTM C177.
 4. Surface Water Absorption: 3 percent, maximum, when tested in accordance with ASTM C209.
 5. Compressive Strength: 120 psi, when tested in accordance with ASTM D1621.
 6. Density: 5 pcf, when tested in accordance with ASTM D1622.
 7. Factory Mutual approved for use with FM 1-60 and 1-90 rated roofing assemblies.
 8. Mold Growth Resistance: Passing ASTM D3273.
- C. Insulation Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.

PART 3 INSTALLATION

3.01 DEMOLITION

- A. Neatly, provide precision removal of portions of the existing roof system and flashings at perimeters as necessary to allow for installation of roofing membrane manufacturer's standard details customized for this project in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Comply with federal, state, and local regulations.
- B. Remove all demolished items and clean all contaminants generated by demolition work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.
- C. Do not start new roof system work until manufacturer's technical representative reviews substrate and determine substrate condition satisfactory for roofing installation

3.02 EXAMINATION

- A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.
- B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.
- C. Examine roof substrate to verify that it is properly sloped to drains and will not create ponding, especially at areas where new roof cover-over meets existing roof not being covered over.
- D. Verify that the specifications and drawing details are workable and not in conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptable of project conditions and requirements.

3.03 GENERAL

- A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.
- B. Obtain all relevant instructions and maintain copies at project site for duration of installation period.
- C. Do not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project will require a manufacturer's warranty.
- D. Perform work using competent and properly equipped personnel.
- E. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.
- F. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice; do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application; consult manufacturer for recommended procedures during cold weather. Do not work with sealants and adhesives when material temperature is outside the range of 60 to 80 degrees F.
- G. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.

1. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.
 2. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
 3. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.
- H. Until ready for use, keep materials in their original containers as labeled by the manufacturer.
- I. Consult membrane manufacturer's instructions, container labels, and Material Safety Data Sheets (MSDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

304 PREPARATION

- A. Take appropriate measures to ensure that fumes from adhesive solvents are not drawn into the building through air intakes.
- B. Prior to proceeding, prepare roof surface so that it is clean, dry, and smooth, and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease and other materials that may damage the membrane.
- C. Fill all surface voids in the immediate substrate that are greater than 1/4 inch wide with fill material acceptable insulation to membrane manufacturer.
- D. Seal, grout, or tape deck joints, where needed, to prevent bitumen seepage into building.

305 INSULATION AND RECOVER BOARD INSTALLATION

- A. Install recover board over existing roof surface in configuration and with attachment method required by roofing manufacturer to separate existing and new systems and provide a suitable substrate for system insulation installation specified in PART 2, under Roofing System.
- B. Install insulation in configuration and with attachment method(s) specified in PART 2, under Roofing System.
- C. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
- D. Lay roof insulation in courses parallel to roof edges.
- E. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4 inch. Fill gaps greater than 1/4 inch with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4 inch.

306 SINGLE-PLY MEMBRANE INSTALLATION

- A. Beginning at low point of roof, place membrane without stretching over substrate and allow to relax at least 30 minutes before attachment or splicing; in colder weather allow for longer relax time.
- B. Lay out the membrane pieces so that field and flashing splices are installed to shed water.
- C. Install membrane without wrinkles and without gaps or fishmouths in seams; bond and test seams and laps in accordance with membrane manufacturer's instructions and details.
- D. Adhered Membrane: Bond membrane sheet to substrate using membrane manufacturer's recommended bonding material, application rate, and procedures.
 1. Do not apply bonding material to fleece backing or to seaming area of membrane.
- E. Edge Securement: Secure membrane at all locations where membrane terminates or goes through an angle change greater than 2 in 12 inches using mechanically fastened reinforced perimeter fastening strips, plates, or metal edging as indicated or as recommended by roofing manufacturer.
 1. Exceptions: Round pipe penetrations less than 18 inches in diameter and square penetrations less than 4 inches square.
 2. Metal edging is not merely decorative; ensure anchorage of membrane as intended by roofing manufacturer.

307 FLASHING AND ACCESSORIES INSTALLATION

- A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by membrane manufacturer's recommendations and details.

- B. Metal Accessories: Install metal edgings, gravel stops, and copings in locations indicated on the drawings, with horizontal leg of edge member over membrane and flashing over metal onto membrane.
1. Follow roofing manufacturer's instructions.
 2. Remove protective plastic surface film immediately before installation.
 3. Install water block sealant under the membrane anchorage leg.
 4. Flash with manufacturers recommended flashing sheet unless otherwise indicated.
 5. Where single application of flashing will not completely cover the metal flange, install additional piece of flashing to cover the metal edge.
 6. If the roof edge includes a gravel stop and sealant is not applied between the laps in the metal edging, install an additional piece of self-adhesive flashing membrane over the metal lap to the top of the gravel stop; apply seam edge treatment at the intersections of the two flashing sections.
 7. When the roof slope is greater than 1:12, apply seam edge treatment along the back edge of the flashing.

3.08 FINISHING AND WALKWAY INSTALLATION

- A. Install walkways at access points to the roof, around rooftop equipment that may require maintenance, and existing walkway locations, or as directed by the County.
- B. Walkway Pads: Adhere to the roofing membrane, spacing each pad at minimum of 1.0 inch and maximum of 3.0 inches from each other to allow for drainage.
1. If installation of walkway pads over field fabricated splices or within 6 inches of a splice edge cannot be avoided, adhere another layer of flashing over the splice and extending beyond the walkway pad a minimum of 6 inches on either side.
 2. Prime the membrane, remove the release paper on the pad, press in place, and walk on pad to ensure proper adhesion.

3.09 FIELD QUALITY CONTROL

- A. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).
- B. Perform all corrections necessary for issuance of warranty.

3.10 CLEANING

- A. Clean all contaminants generated by roofing work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.
- B. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.
- C. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

3.11 PROTECTION

- A. Where construction traffic must continue over finished roof membrane, provide durable protection and replace or repair damaged roofing to original condition.

END OF SECTION

PSTC, BOWMAN AND FAIRGROUNDS PAVILION BUILDINGS**PART 4 GENERAL****401 SECTION INCLUDES**

- A. Mechanically fastened single ply membrane roofing system with recovery board mechanically fastened to existing roof sheathing or framing, and PMMA interfacing flashing between two roof systems, using manufacturer's standard details throughout unless otherwise indicated.
- B. Disposal of demolition debris and construction waste in manner complying with applicable federal, state, and local regulations.

402 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 for definition of terms related to roofing work not otherwise defined in the section.
- B. LTTR: Long Term Thermal Resistance, as defined by CAN-ULC S770.

403 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conference: See General Requirements #7. Before start of roofing work, Contractor shall hold a meeting to discuss the proper installation of materials and requirements to achieve the warranty.
 - 1. Require attendance with all parties directly influencing the quality of roofing work or affected by the performance of roofing work.

404 SUBMITTALS

- A. Provide the following information in PDF form to the County for review and approval after contract ratification and before ordering materials or commencing work.
- B. Product Data:
 - 1. Provide membrane manufacturer's printed data sufficient to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with roofing membrane.
- C. Shop Drawings: Provide the roof membrane manufacturer's standard details customized for this project for all relevant conditions, including flashing types and conditions, base tie-ins, roof edges, terminations, expansion joints, penetrations, and drains.
- D. Specimen Warranty: Submit prior to starting work.
- E. Installer Qualifications: Letter from manufacturer attesting that the roofing installer meets the specified qualifications.
- F. Pre-Installation Notice: Copy to show that manufacturer's required Pre Installation Notice (PIN) has been accepted and approved by the manufacturer.
- G. Executed Warranty.

405 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual for roofing system.
- B. Manufacturer Qualifications: Company specializing in manufacture of single ply membrane roofing systems with ten years of experience without a membrane failure.
- C. Installer Qualifications: Company specializing in installation of single ply membrane roofing systems with five years of experience with this manufacturer's product and with written approval as successfully passing installation training program from this manufacturer.
- D. Pre-installation Conference: See General Requirement #7. Review requirements for roofing system preparation and installation, including surface preparation that may be specified under other Sections, substrate condition and pretreatment, procedures for forecasted weather conditions, special details and flashings, installation procedures, testing and inspection procedures, and protection and repairs.
- E. Manufacturer's Technical Representative:
 - 1. Visit site not less than three times, or more if required, to review technical aspects critical to

roofing application, and installation procedures.

- a. Pre-installation meeting.
 - b. Substrate suitability approval for application of roofing Installation.
 - c. Observation of completed installation.
2. Document site visits in writing with copy to Architect.

406 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.
- B. Store materials clear of ground and moisture with weather protective covering.
- C. Keep combustible materials away from ignition sources.

407 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
- C. Warranty: Warranty covering membrane, roof insulation, and other indicated components of the system, for the term of 20 years.
 1. Limit of Liability: No dollar limitation.
 2. Scope of Coverage: Repair leaks in the roofing system caused by:
 - a. Ordinary wear and tear of the elements.
 - b. Manufacturing defect in materials.
 - c. Defective workmanship used to install these materials.
 - d. Damage due to winds up to 55 mph.
 3. Not Covered:
 - a. Damage due to winds in excess of 55 mph.
 - b. Damage due hurricanes or tornadoes.
 - c. Hail.
 - d. Intentional damage.
 - e. Unintentional damage due to normal rooftop inspections, maintenance, or service.

PART 5 PRODUCTS

501 MANUFACTURERS

- A. Design Basis Manufacturer: Carlisle Roofing Systems, Inc; www.carlisle-syntec.com.
- B. Acceptable Manufacturers pending conformance to Design Basis manufacturer:
- C. Manufacturer of Insulation and Cover Boards: Same manufacturer as roof membrane.
- D. Substitutions: Submit a single ply membrane that matches the design basis in performance, thickness, warranty coverage and application.

502 ROOFING SYSTEM DESCRIPTION

- A. Roofing System: Single-ply membrane.

503 MEMBRANE MATERIALS

- A. Membrane: Flexible, heat weldable sheet composed of thermoplastic polyolefin polymer and ethylene propylene rubber; complying with ASTM D6878, with polyester weft inserted reinforcement and the following additional characteristics:
 1. Thickness: 0.080 inch plus/minus 10 percent, with coating thickness over reinforcement of 0.030 inch plus/minus 10 percent.
 2. Sheet Width: Provide sheets of width necessary to accommodate batten spacing required by manufacturer for project conditions.
 3. Puncture Resistance: 415 lbf, minimum, when tested in accordance FTM 101C Method 2031.
 4. Solar Reflectance: 0.84, minimum, when tested in accordance with ASTM C1549.
- B. Insulation Fasteners: Type and size as required by roof membrane manufacturer for roofing system attachment to existing plywood roof sheathing through existing built-up roof system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.

- C. Curb and Parapet Flashing: Same material as membrane, with encapsulated edge which eliminates need for seam sealing the flashing-to-roof splice; precut to 18 inches wide.
- D. Formable Flashing: Non-reinforced, flexible, heat weldable sheet, composed of thermoplastic polyolefin polymer and ethylene propylene rubber.
 - 1. Thickness: 0.060 inch plus/minus 10 percent.
 - 2. Tensile Strength: 1550 psi, minimum, when tested in accordance with ASTM D638 after heat aging.
 - 3. Elongation at Break: 650 percent, minimum, when tested in accordance with ASTM D638 after heat aging.
 - 4. Tearing Strength: 12 lbf, minimum, when tested in accordance with ASTM D1004 after heat aging.
 - 5. Color: White.
 - 6. Acceptable Product: TPO Flashing by Carlisle.
- E. Tape Flashing: 5-1/2 inch nominal wide TPO membrane laminated to cured rubber polymer seaming tape, overall thickness 0.065 inch nominal; TPO Flashing by Carlisle.
- F. Pourable Sealer: Two-part polyurethane, two-color for reliable mixing; Pourable Sealer by Carlisle.
- G. Termination Bars: Aluminum bars with integral caulk ledge; 1.3 inches wide by 0.10 inch thick; Termination Bar by Carlisle.
- H. Cut Edge Sealant: Synthetic rubber-based, for use where membrane reinforcement is exposed; Cut Edge Sealant by Carlisle.
- I. General Purpose Sealant: EPDM-based, one part, white general purpose sealant; TPO General Purpose Sealant by Carlisle.
- J. Molded Flashing Accessories: Unreinforced TPO membrane pre-molded to suit a variety of flashing details, including pipe boots, inside corners, outside corners, etc.; TPO Small and Large Pipe Flashing by Carlisle.
- K. Water Block Seal: Butyl rubber sealant for use between two surfaces, not exposed; Water Block Seal by Carlisle.
- L. Roof Walkway Pads: Non-reinforced TPO walkway pads, 0.130 inch by 30 inches by 40 feet long with patterned traffic bearing surface; TPO Walkway Pads by Carlisle.
- M. PMMA flashing at termination of TPO to built-up roofing where TPO will not cover built-up roofing. Verify compatibility of PMMA flashing to both roofing materials prior to proceeding with PMMA flashing application.

504 ROOF RECOVER BOARDS

- A. High Density Polyisocyanurate Recover Board: Non-combustible, water resistant, high density closed cell polyisocyanurate core with coated glass mat facers, with the following characteristics:
 - 1. Size: 48 inches by 96 inches, nominal.
 - 2. Thickness: 1/4 inch.
 - 3. Thermal Value: R-value of 2.5, when tested in accordance with ASTM C518 and ASTM C177.
 - 4. Surface Water Absorption: 3 percent, maximum, when tested in accordance with ASTM C209.
 - 5. Compressive Strength: 120 psi, when tested in accordance with ASTM D1621.
 - 6. Density: 5 pcf, when tested in accordance with ASTM D1622.
 - 7. Factory Mutual approved for use with FM 1-60 and 1-90 rated roofing assemblies.
 - 8. Mold Growth Resistance: Passing ASTM D3273.
- B. Insulation Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.

PART 6 INSTALLATION

601 DEMOLITION

- A. Neatly, provide precision removal of portions of the existing roof system and flashings at perimeters as necessary to allow for installation of roofing membrane manufacturer's standard details customized for this project in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Comply with federal, state, and local regulations.

- B. Remove all demolished items and clean all contaminants generated by demolition work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.
- C. Do not start new roof system work until manufacturer's technical representative reviews substrate and determine substrate condition satisfactory for roofing installation

6.02 EXAMINATION

- A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.
- B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.
- C. Examine roof substrate to verify that it is properly sloped to drains and will not create ponding, especially at areas where new roof cover-over meets existing roof not being covered over.
- D. Verify that the specifications and drawing details are workable and not in conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptable of project conditions and requirements.

6.03 GENERAL

- A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.
- B. Obtain all relevant instructions and maintain copies at project site for duration of installation period.
- C. Do not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project will require a manufacturer's warranty.
- D. Perform work using competent and properly equipped personnel.
- E. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.
- F. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice; do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application; consult manufacturer for recommended procedures during cold weather. Do not work with sealants and adhesives when material temperature is outside the range of 60 to 80 degrees F.
- G. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
 - 1. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.
 - 2. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
 - 3. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.
- H. Until ready for use, keep materials in their original containers as labeled by the manufacturer.
- I. Consult membrane manufacturer's instructions, container labels, and Material Safety Data Sheets (MSDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

6.04 PREPARATION

- A. Take appropriate measures to ensure that fumes from adhesive solvents are not drawn into the building through air intakes.
- B. Prior to proceeding, prepare roof surface so that it is clean, dry, and smooth, and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease and other materials that may damage the membrane.
- C. Fill all surface voids in the immediate substrate that are greater than 1/4 inch wide with fill material acceptable insulation to membrane manufacturer.
- D. Seal, grout, or tape deck joints, where needed, to prevent bitumen seepage into building.

6.05 INSULATION AND RECOVER BOARD INSTALLATION

- A. Install recover board over existing roof surface in configuration and with attachment method required by roofing manufacturer to separate existing and new systems and provide a suitable substrate for system insulation installation specified in PART 2, under Roofing System.

6.06 SINGLE-PLY MEMBRANE INSTALLATION

- A. Beginning at low point of roof, place membrane without stretching over substrate and allow to relax at least 30 minutes before attachment or splicing; in colder weather allow for longer relax time.
- B. Lay out the membrane pieces so that field and flashing splices are installed to shed water.
- C. Install membrane without wrinkles and without gaps or fishmouths in seams; bond and test seams and laps in accordance with membrane manufacturer's instructions and details.
- D. Mechanically attached membrane: Use attachment means and methods as required by the membrane manufacturer's installation instructions and details.
 - 1. Use recommended spacing of seams and terminations.
 - 2. Use manufacturer's required type, diameter, length and spacing of anchors as determined by the roof framing, substrate or other attachment point.
- E. Edge Securement: Secure membrane at all locations where membrane terminates or goes through an angle change greater than 2 in 12 inches using mechanically fastened reinforced perimeter fastening strips, plates, or metal edging as indicated or as recommended by roofing manufacturer.
 - 1. Exceptions: Round pipe penetrations less than 18 inches in diameter and square penetrations less than 4 inches square.
 - 2. Metal edging is not merely decorative; ensure anchorage of membrane as intended by roofing manufacturer.

6.07 FLASHING AND ACCESSORIES INSTALLATION

- A. Re-install existing flashings replacing pieces damaged beyond reuse during removal at no cost to the County. Replacement sheet metal to closely match existing color and style. Use the membrane manufacturer's recommendations and details.
- B. Metal Accessories: Install metal edgings, gravel stops, and copings in locations indicated on the drawings when applicable, with horizontal leg of edge member over membrane and flashing over metal onto membrane.
 - 1. Follow roofing manufacturer's instructions.
 - 2. Remove protective plastic surface film immediately before installation.
 - 3. Install water block sealant under the membrane anchorage leg.
 - 4. Flash with manufacturers recommended flashing sheet unless otherwise indicated.
 - 5. Where single application of flashing will not completely cover the metal flange, install additional piece of flashing to cover the metal edge.
 - 6. If the roof edge includes a gravel stop and sealant is not applied between the laps in the metal edging, install an additional piece of self-adhesive flashing membrane over the metal lap to the top of the gravel stop; apply seam edge treatment at the intersections of the two flashing sections.
 - 7. When the roof slope is greater than 1:12, apply seam edge treatment along the back edge of the flashing.

6.08 FINISHING AND WALKWAY INSTALLATION

- A. Install walkways at access points to the roof, around rooftop equipment that may require maintenance, and existing walkway locations, or as directed by the County.
- B. Walkway Pads: Adhere to the roofing membrane, spacing each pad at minimum of 1.0 inch and maximum of 3.0 inches from each other to allow for drainage.
 - 1. If installation of walkway pads over field fabricated splices or within 6 inches of a splice edge cannot be avoided, adhere another layer of flashing over the splice and extending beyond the walkway pad a minimum of 6 inches on either side.
 - 2. Prime the membrane, remove the release paper on the pad, press in place, and walk on pad to ensure proper adhesion.

6.09 FIELD QUALITY CONTROL

- A. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).
- B. Perform all corrections necessary for issuance of warranty.

6.10 CLEANING

- A. Clean all contaminants generated by roofing work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.
- B. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.
- C. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

6.11 PROTECTION

- A. Where construction traffic must continue over finished roof membrane, provide durable protection and replace or repair damaged roofing to original condition.

END OF SECTION

SECTION 07227 - FALL PROTECTION DEVICES**PART 7 – GENERAL****7.01 SUMMARY**

- A. Section Includes: Roof tie-down system of fall restraint and fall arrest for worker safety.
- B. Design and engineering of system shall be based upon roofing substrate on each building.

7.01 REFERENCES

- A. American Society for Testing and Materials (ASTM)
- B. American National Standard Institute (ANSI)
 - 1. ANSI Z359.1-2007 – Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components
 - 2. ANSI Z359.6-2009 – Specifications and Design Requirements for Active Fall Protection Systems
- C. Occupational Health And Safety Administration (OSHA)
 - 1. OSHA 1926.502 – Fall Prevention Systems Criteria and Practices

7.02 SYSTEM DESCRIPTION

- A. General: Provide structural fall restraint and fall arrest system capable of withstanding loads and stresses within limits and under conditions specified in OSHA and other applicable safety codes. Provide fall protection anchors permanently attached to roof structure.
- B. Design Requirements: Anchors and accessories comprising system of following types:
 - 1. Guardian CB Anchors, spaced as indicated by manufacturer, for safety snap connection by individual workers capable of withstanding a 5,000 pound load or safety factor of 2 meeting the requirements of OSHA 1926.502(d)(8).
- C. Performance Requirements: System and components tested for the resistance of the following loads:
 - 1. Fall Restraint: 1 User
 - 2. Fall Arrest: 1 User
 - 3. Design fall protection anchors to resist a 5,000 pound load applied in any direction at maximum anchor height or provide engineered system designed meeting the requirements of OSHA 1926.502(d)(8).

7.03 SUBMITTALS

- A. Product Data: For each type of device specified, including manufacturer's standard fabrication details and installation instructions.
- B. Shop Drawings: Show layout, profiles, and anchorage details. Shop drawings & calculations to be stamped by a Professional Engineer registered in the State in which the project is located.
- C. Maintenance Data: Written instructions for maintenance of fall prevention safety devices to be included in the operation and maintenance manual.
- D. In-house Test Reports: Indicate anchor fabrication compliance with performance requirements.
- E. Signage: Provide laminated sign showing system layout and usage notes, to be installed at roof access locations.

7.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Firm having at least 10 years continuous experience in manufacturing fall safety equipment similar to systems specified and exhibiting records of successful in-service acceptability and performance. Firm must employ personnel dedicated to provide regularly scheduled Authorized and Competent Person Training courses as mandated by OSHA 1926 and 1910 for owner's authorized safety personnel.
- B. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the jurisdiction where the Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of roof anchors that are similar to those indicated for this Project in material, design and extent.

- C. OSHA Standards: Comply with Occupational Safety and Health Administration Standards for the Construction Industry 29 CFR § 1926.500 Subpart M (Fall Protection), and with applicable State Administrative Code safety standards for Fall Restraint and Fall Arrest.
- D. Source Limitations: Obtain all roof anchors through one source from a single manufacturer.
- E. Testing: Perform quality control tests for each system per manufacturer's requirements.

7.05 COORDINATION

- A. Contractor to coordinate installation of structural deck to meet requirements of roof anchor manufacturer.
 - 1. Concrete Deck: Minimum concrete strength, $F_c = 2,000$ psi. Minimum 6" thickness for adhesive anchor connection; minimum 4" thickness for mechanical anchor connection.
 - 2. Metal Deck: Minimum 18 gauge thickness, or provided with additional deck reinforcing per manufacturer's instructions.
 - 3. Wood Deck: Minimum 3/4" CDX plywood, or provided with additional deck reinforcing per manufacturer's instructions.
 - 4. Structural beam for weld-on or backer plate connection: structure must be capable of supporting a 5,000 pound ultimate load.
 - 5. Concrete or composite metal deck for backer plate or toggle anchor connection: Deck must be capable of supporting a 5,000 pound ultimate load.
 - 6. Other structural decks not listed above shall be approved by a Qualified Person.
- B. Contractor to coordinate installation of structural deck reinforcements and anchorages to receive fall protection anchors.
- C. Contractor to coordinate placement of roofing system, insulation and flashing to ensure water-tight integrity to roof.

7.06 WARRANTY

- A. Provide manufacturer's standard warranty to guarantee products will be free from defects for a period of 12 months. Warranty period shall become effective on date of substantial completion.

PART 8 – PRODUCTS**8.01 MANUFACTURER**

- A. Provide fall protection system manufactured by Guardian Fall Protection Inc., 6305 South 231st Street Kent, WA, phone 800-466-6385, fax 800-670-7892, or equal.

8.02 MATERIALS

- A. CB Anchor post: 2-1/2" schedule 80 pipe, galvanized steel (size as necessary for height).
- B. CB Anchor U-bar: 5/8" diameter U-bar, galvanized steel.
- C. CB Anchor base plate: galvanized steel.

8.03 MANUFACTURED ASSEMBLIES

- A. Guardian CB-12 or CB-18 Galvanized Roof Anchors.

8.04 FABRICATION

- A. Fabricate work true to dimension, square, plumb, level, and free from distortions or defects detrimental to appearance and performance.
- B. Prepare, treat and coat galvanized metal to comply with manufacturer's written instructions. Prepare galvanized metal by removing grease, dirt, oil, flux, and other foreign matter.

PART 9 – EXECUTION**9.01 EXAMINATION**

- A. Examine framing and substrate and verify conditions comply with structural requirements for proper system performance.
- B. Proceed with installation of roof anchors only after verifying conditions are satisfactory.

9.02 INSTALLATION

- A. General: Installation of Anchor Posts to be performed by contractor according to manufacturer's instructions and recommendations.

9.03 FIELD QUALITY CONTROL

- A. Testing: Test on site 100% of anchors relying upon chemical adhesive fasteners using load cell test apparatus in accordance with manufacturer's written recommendations.

9.04 ADJUSTMENT AND INSPECTION

- A. Ensure all manufactured anchors have been installed in accordance with fall protection manufacturer's engineering documentation and specifications.
- B. Provide plan drawings with any deviations in anchor locations as installed.

END OF SECTION

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM**PART 10 GENERAL****1001 SECTION INCLUDES**

- A. Fabricated sheet metal items, including flashings, counter flashings, and other items indicated in Schedule.

1002 REFERENCE STANDARDS

- A. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels; 2013.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2013.
- C. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2010.
- D. ASTM D2178/D2178M - Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing; 2013a.
- E. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2012)e1.

1003 ADMINISTRATIVE REQUIREMENTS

- A. Pre-installation Meeting: Convene one week before starting work of this section.

1004 SUBMITTALS

- A. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
 - 1. Three dimensional axonometric views of flashings, pans and sheet metal details.
- B. Samples: Submit two samples 6 by 6 inch in size illustrating metal finish color.

1005 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual and CDA Copper in Architecture Handbook requirements and standard details, except as otherwise indicated.
- B. Maintain one copy of each document on site.
- C. Fabricator and Installer Qualifications: Company specializing in sheet metal work with 10 years of documented experience.

1006 PRE-INSTALLATION CONFERENCE

- A. Convene one week before starting work of this section.

1007 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

PART 11 PRODUCTS**1101 SHEET MATERIALS**

- A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 0.02 inch thick base metal, shop pre-coated with modified silicone coating.
 - 1. Modified Silicone Polyester Coating: Pigmented Organic Coating System, AAMA 2603; baked enamel finish system.
 - 2. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system; color as scheduled.

- B. Stainless Steel: ASTM A666 Type 304, soft temper, 0.015 inch thick; smooth No. 4 finish.

1102 ACCESSORIES

- A. Fasteners: Stainless steel, with soft neoprene washers.
- B. Underlayment: ASTM D2178, glass fiber roofing felt.
- C. Flexible Flashing Underlayment: Product specified in Section 07 25 00 or 07 27 00.
- D. Slip Sheet: Rosin sized building paper.
- E. Primer: Zinc chromate type.
- F. Protective Backing Paint: Zinc molybdate alkyd.
- G. Plastic Cement: ASTM D4586, Type I.

1103 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
- F. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.
- G. Fabricate flashings to allow toe to extend 2 inches over roofing gravel. Return and brake edges.

1104 ROOF PENETRATIONS

- A. Comply with NRCA and SMACNA requirements.
- B. Roof Drains and Vents: Lead.
- C. Posts, pipes, and Conduit: Prefinished galvanized steel cone shape and counter flashing with draw-band and top sealant channel.
- D. Equipment Pads: Galvanized steel.

PART 12 EXECUTION**1201 EXAMINATION**

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

1202 PREPARATION

- C. Install starter and edge strips, and cleats before starting installation.
- D. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

1203 INSTALLATION

- E. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted.
- F. Apply plastic cement compound between metal flashings and felt flashings.
- G. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- H. Seal metal joints watertight.

1204 FIELD QUALITY CONTROL

- I. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

1205 SCHEDULE

- J. Miscellaneous Trim:
 1. Thickness: 0.0239 inch
 2. Finish: Preprimed for field finish
- K. Coping, Cap, Parapet, Sill and Fascia Flashings:
 1. Thickness: 0.0396 inch
 2. Finish: Prefinished in two separate custom colors
- L. Flashings Associated with Shingle Roofing, including Cricket, Eave, and Gutter Drip
 1. Thickness: 0.0239 inch
 2. Finish: Prefinished in custom color.
- M. Flashings Associated with all other types of Roofing
 1. Thickness: 0.0239 inch
 2. Finish: Prefinished in custom color.

END OF SECTION

DRAFT

Approval of Previous Business Meeting Minutes:
July 12, 2018

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, July 12, 2018 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Sherri Markham, Boring – Marijuana grow in her area – asked the Board to deny a land use application for additional buildings on the property.
2. Shirley Morgan, Welches – stronger regulations regarding Marijuana growers.
3. Dan Thompson, Brightwood – Sewer pump station.
4. Rob Reynolds, Milwaukie – second amendment preservation.
5. Les Poole, Gladstone – problems regarding marijuana, rights to farm, fire damage, evening meetings.
6. Nancy Hall, Happy Valley – free speech clarification.

~Board Discussion~

II. BOARD DISCUSSION ITEM

Public & Government Affairs

1. **Resolution No. 2018-69** Supporting Efforts and Policies to Assist those Dealing with Drug and Opioid Abuse Addiction

Gary Schmidt, Public & Government Affairs presented the staff report. Gary introduced Wilda Parks, Milwaukie City Council, Captain Luke Strait, Milwaukie Police Dept. and Nicholas Antipin

~Board Discussion~

MOTION:

Commissioner Fischer: I move we approve the Resolution Supporting Efforts and Policies to Assist those Dealing with Drug and Opioid Abuse Addiction

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

III. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title. Commissioners Schrader and Fischer had to leave in the middle of the reading of the Consent Agenda. There were two motions.

First motion with all five Commissioners – Consent items A. 1 – IV. 1.

MOTION:

Commissioner Humberston: I move we approve the consent agenda.
Commissioner Schrader: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Commissioners Schrader and Fischer excused.

The remainder of the Consent agenda is read.

Second motion – consent items IV. 2 – VI. 2:

MOTION:

Commissioner Humberston: I move we approve the balance of the consent agenda.
Commissioner Savas: Second.
~Board Discussion~
all those in favor/opposed:
Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

A. Health, Housing & Human Services

1. Approval for an Intergovernmental Agreement with the City of Lake Oswego for Medical Direction for the Lake Oswego Fire Department and Communications Center – *Public Health*
2. Approval for a Renewal Intergovernmental Agreement with Oregon Health & Science University for Emergency Medical Services – *Public Health*
3. Approval of Amendment No. 5 to the Intergovernmental Agreement with Multnomah County, for a Public Health Officer – *Public Health*
4. Approval to Apply for Opioid Affected Youth Initiative Funding through the Office of Juvenile Justice and Delinquency Prevention – *Children, Youth & Families*
5. Approval to Sign an Inter-Governmental Agreement for a Grant to Provide Free Birth Certificates for Homeless Persons through the Oregon Health Authority – *Social Services*
6. Approval of Intergovernmental Agreement No. 154433, Amendment No. 3 with the State of Oregon Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents age 60 and over– *Social Services*
7. Approval of a Construction Contract with Kerr Contractors Oregon, Inc. for the Fenton Avenue Improvements Project in Molalla – *Housing & Community Development*
8. Approval of an Amendment to the Agency Service Contract with Cascadia Behavioral Healthcare for Assertive Community Treatment Programs – *Behavioral Health*
9. Approval of an Agency Services Contract with Cascadia Behavioral Healthcare for Outpatient Substance Abuse Services for Uninsured and Indigent Clackamas County Residents – *Behavioral Health*

10. Approval of an Agency Services Contract with Cascadia Behavioral Healthcare for Outpatient Mental Health Services for Uninsured and Indigent Residents of Clackamas County – *Behavioral Health*
11. Approval of an Agency Services Contract No. 8850 with Lifeworks Northwest for Intensive Case Management Services – *Behavioral Health*
12. Approval of an Agency Services Contract with LifeWorks Northwest for Outpatient Substance Abuse Services for Uninsured and Indigent Clackamas County Residents – *Behavioral Health*
13. Approval of the Intergovernmental Agreement (IGA) with Multnomah County for Psychiatric Consultation and Expert Opinion on Cases Involving Health Share Clackamas Clients – *Behavioral Health*
14. Approval of an Agreement with Four Seasons Heating and Air Conditioning, Inc. for Weatherization Specialty Contractors – *Procurement*

B. Department of Transportation & Development

1. Approval of a Supplemental Project Agreement No. 32533 with Oregon Department of Transportation for the 232nd Drive at MP 0.3 Project
2. **Board Order No. 2018-70** Adopting a Vacation of a Portion of 80th Avenue
3. Approval of a Contract with Ennis Paint, Inc. DBA Ennis-Flint For White and Yellow Lead-Free Paint and ThermoPlastic – *Procurement*
4. Approval of a Contract with Potters Industries, LLC for Visibead Plus II for Road Striping on County Roads – *Procurement*
5. Approval of a Contract with Potters Industries, LLC for Visilok Drying Agent for Road Striping on County Roads - *Procurement*
6. Approval of a Contract with PCR, Inc. for Dickey Prairie Road Pavement Distress Mitigation - *Procurement*
7. Approval to Apply for the BUILD Discretionary Transportation Grant to Replace the Bridge Across the Bull Run River

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Intergovernmental Agreement between the Clackamas County Sheriff's Office and the State of Oregon Department of Transportation for Participation in the Oregon Motor Carrier Safety Action Plan - *CCSO*
3. Approval of the Office for Violence Against Women 2018-2020 Sub-recipient Grant Award for the District Attorney's Office, Victim Assistance Program – *District Attorney*

D. Disaster Management

1. Approval of FY15-16 Urban Area Security Initiative (UASI) Sub-recipient Grant Agreement with South Fork Water Board

E. Juvenile Department

1. Approval of Intergovernmental Agreement with City of West Linn for Youth Work Crews for the Project Payback Program
2. Approval of Intergovernmental Agreement with Clackamas Education Service District (ESD) to Provide Education and Vocational Opportunities for At-Risk Youth

F. Business & Community Services

1. Approval of an Intergovernmental Agreement with the City of Gladstone to provide Library Director Services

G. Technology Services

1. Approval of ORMAP Intergovernmental Agreement Contract # 3712-18 with the Oregon Department of Revenue for Digital GIS Tax Lot Conversion

IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of a Grant Agreement with the Oregon State Marine Board (OSMB) as part of the Maintenance Assistance Program (MAP) for FY 2018-19
2. Approval of Amendment No. 3 to a Lease Agreement with Phoenix Investment Group

V. DEVELOPMENT AGENCY

1. Approval of an Amendment to the Intergovernmental Agreement with Water Environment Services and Transfer of Easements for Wetland Mitigation Services and Option to Purchase Property

VI. WATER ENVIRONMENT SERVICES

1. Approval of an Amendment to the Intergovernmental Agreement with Clackamas County Development Agency and Transfer of Easements for Wetland Mitigation Services and Option to Purchase Property
2. Approval of a Public Improvement Contract between Water Environment Services and James W. Fowler Co. For Tri-City Water Resource Recovery Facility (WRRF) Solids Handling Improvements Project

VII. COUNTY ADMINISTRATOR UPDATE

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

VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:12 AM

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

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



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

August 09, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to amend a Service Level Agreement between Clackamas
Broadband eXchange and Clackamas Educational Service District

Purpose/Outcomes	CBX is looking for approval to amend an existing Service Level Agreement (SLA) with the Clackamas Educational Service District (CESD) for a fiber connection to Parrot Creek Ranch and to the Pittock in Portland.
Dollar Amount and Fiscal Impact for CBX	CESD will pay a non-recurring fee of \$113,700.00 for the new fiber connections. The CESD will pay a recurring lease fee of \$3,060.00 annually for the connection to Parrot Creek Ranch and provide CBX with 10 lightwaves on their 2 paths to the Pittock.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget.
Duration	Effective upon signature by the board the Service Level Agreement can be renewed on a year to year basis.
Previous Board Action	Board previously approved CBX to enter into a similar agreement with the City of Sandy.
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. Build public trust through good government.
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

CBX is proposing to build a new fiber connection for CESD to the Parrot Creek Ranch as well as provide connectivity to CESD to the Pittock.

This amendment agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval to amend this Intergovernmental Agreement. This amended SLA will allow CBX to provide fast effective connectivity to entities looking to lease transport at an affordable cost. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

Clackamas Educational Service District
(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to Clackamas Educational Service District (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use 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 premises on a path designated by the County.

3. Service Description

Service provided to Customer by County is 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.

4. Construction and Installation Requirements

- a. County, when installing fiber optic cables 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 optic cable 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 County's fiber optic cables 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 premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable 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 optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- g. County shall have 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 "hand-off's" at each location for Customer utilization. Test results for physical connection will be made available upon request.

5. Term of Agreement

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 with 90 days' notice as herein provided, this agreement shall continue to July 1 following the date of commencement, and shall be automatically renewed on July 1 of each subsequent year, for a term of one year, at the County's then-current rate schedule.

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 as specified in Appendix A as it shall be amended from time to time.

7. **Payment Options**

a. **Annual Payments**

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The 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 terminate the Agreement upon appropriate advance written notice to Customer.

b. **Alternative Payment Frequency**

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay semi-annually, quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly 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 terminate the Agreement upon appropriate advance written notice to Customer.

8. **Fiber Maintenance**

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and 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 optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct

maintenance or repair activity, without written permission of Customer, except as required by 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 County or its agents. 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 negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include 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. Non-Appropriation

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that any obligation of Customer to obtain services as provided herein is subject to fund availability and appropriation by Customer for such services through its adoption of an annual budget for all non-recurring charges. Should funds not be appropriated or be available from Customer during the term of 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.

16. 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.

17. 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.

18. Termination

- a. This Agreement shall terminate ninety (90) days following written notice by either party.
- b. In the event Customer terminates this Agreement based upon County's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement for any recurring charges.
- c. If Customer terminates this Agreement for any reason other than that based on non-appropriation or on County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for any remaining recurring fees for the unexpired term of this Agreement.

19. 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 by any party; 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.

20. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

21. 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.

22. 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 facsimile addressed as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

Stuart Long, CIO
Clackamas ESD
13455 SE 97th Ave
Clackamas, OR 97015
(503) 675-4201

Either Party, by similar written notice, may change the address to which notices shall be sent.

24. Whole Contract

THE COUNTY AND THE CUSTOMER ARE PARTIES TO A SERVICE LEVEL AGREEMENT DATED July 13th 2016. WITH THE EXCEPTION OF THIS ONE AGREEMENT SPECIFIED HEREIN, THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL OTHER PRIOR AGREEMENTS OR 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

Clackamas Educational Service District
(Customer Name)

By (signature): Jada R. Ruppey

Name (print): JADA R. RUPPEY

Title: Superintendent

Date: 7/31/18

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.

4. Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	Parrot Creek Boys Ranch 22518 S Parrot Creek Rd Oregon City, OR 97045	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	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	Parrot Creek Boys Ranch 22518 S Parrot Creek Rd Oregon City, Oregon 97045	Construction	\$81,700.00

2	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	Tri-City Water Control Plant 15941 Agnes Ave Oregon City, OR 97045	Construction	\$32,000.00
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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 (503) 742-4219 telephone number 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 five (5) 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 seven (7) 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 hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
- 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 five (5) 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 five (5) 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 fees 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.



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

August 9, 2018

Development Agency Board
Clackamas County

Members of the Board:

Granting a Permanent Right of Way Easement on SE Last Road for Road Purposes

Purpose/Outcome	Authorization for the Chair to execute a Permanent Right of Way Easement for Road Purposes in favor of Clackamas County to become part of SE Last Road.
Dollar Amount and Fiscal Impact	N/A
Funding Source	Not applicable. No funding is required as part of this transaction.
Duration	Permanent upon execution.
Previous Board Action/Review	04/02/15: BCC Approval of a Special Public Works Fund Financing Contract with Oregon Infrastructure Authority for Special Public Works Funds 03/11/14: BCC Work Session Approval of the grant application.
Strategic Plan Alignment	This project will “Build a strong infrastructure” and “Ensure safe, healthy and secure communities” by constructing sidewalks.
Contact Person	Sharan Hams-LaDuca, 503-742-4675

BACKGROUND: Clackamas County is planning to improve SE Last Road with a 21-foot width half-street improvement over approximately 540 linear feet consisting of curbs, a 5-foot wide landscaped swale, and a 5-foot wide sidewalk in conjunction with the private development of tax lot 1100 (General Sheet Metal - “GSM”). Clackamas County was awarded a \$250,000 Special Public Works Funds grant from the Oregon Infrastructure Finance Authority and another \$65,000 after the bid opening to cover full funding of design and construction for the project. Additionally, the County has a financial agreement with GSM to cover up to an additional \$195,000 to construct these improvements that were conditioned through the land use entitlement process for GSM in Clackamas, Oregon. The grant funding from the Oregon Infrastructure Finance Authority and the contribution from GSM exceed the estimated construction costs associated with the SE Last Road construction project.

The Development Agency property from which this easement comes is adjacent to and west of the GSM property and has a driveway fronting on Last Road. The Agency is requesting the Board grant a permanent right of way easement across Last Road. The easement will become part of County Maintained Road number 22254, which will subsequently come before the Board for Acceptance. The easement is described in the attached Exhibits "A" & "B". The proposed easement area will be included in the project limits and as a result will provide driveway access and eliminate the existing obstruction to this Development Agency property allowing for easier maintenance.

County Counsel has reviewed and approved the proposed easement.

RECOMMENDATION: Staff recommends the Board approve and authorize the Chair to execute the attached permanent right of way easement. The easements will be recorded by DTD.

Respectfully submitted,

David Queener, Program Supervisor
Development Agency

EXHIBIT "A"

Last Road
Owner: Clackamas County Development Agency
DTD No. 22254
County Road No. 2282

Map No. 22E09DC01104
April 25, 2018
CI-22253
Page 1 of 1

PERMANENT RIGHT OF WAY EASEMENT FOR ROAD PURPOSES

A strip of land, being a portion of Parcel 1, Partition Plat No. 2005-053, Clackamas County Surveyor's Office, situate in the southeast one-quarter of Section 9, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, as shown on Exhibit "B" attached hereto and by this reference made a part hereof, more particularly described as follows;

The most northerly 13.50 feet of Parcel 1, Partition Plat No. 2005-053, Clackamas County Surveyor's Office.

Containing 338 square feet.

Boundary determination for this legal description is held from said Partition Plat No. 2005-053, Clackamas County Surveyor's Office.



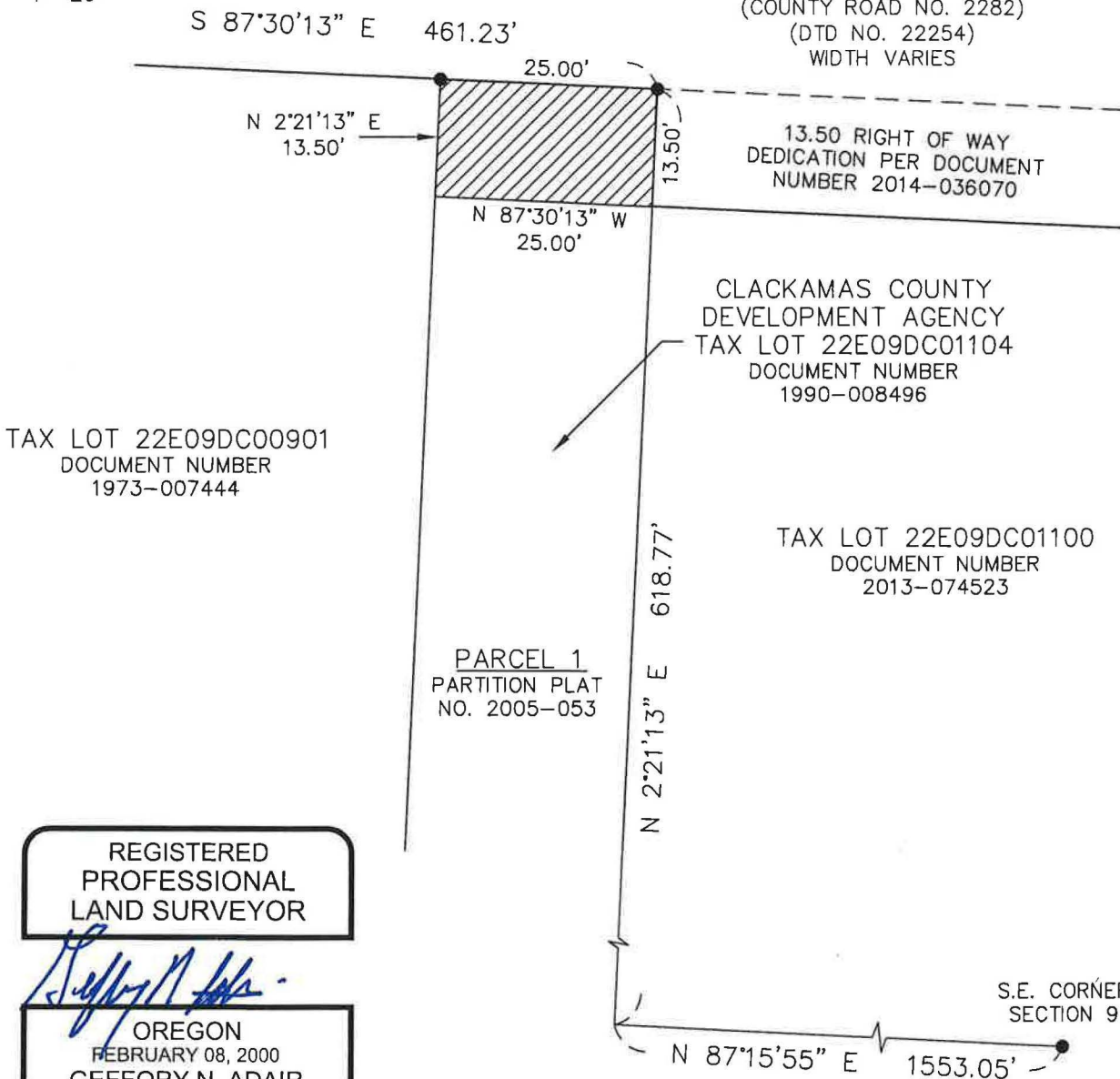
RENEWS: 12-31-19

SITUATE IN THE SOUTHEAST ONE-QUARTER
 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE
 2 EAST, WILLAMETTE MERIDIAN
 CLACKAMAS COUNTY, OREGON



SCALE
 1"=20'

LAST ROAD
 (COUNTY ROAD NO. 2282)
 (DTD NO. 22254)
 WIDTH VARIES



TAX LOT 22E09DC00901
 DOCUMENT NUMBER
 1973-007444

CLACKAMAS COUNTY
 DEVELOPMENT AGENCY
 TAX LOT 22E09DC01104
 DOCUMENT NUMBER
 1990-008496

TAX LOT 22E09DC01100
 DOCUMENT NUMBER
 2013-074523

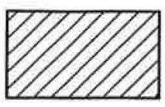
PARCEL 1
 PARTITION PLAT
 NO. 2005-053

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

[Signature]
 OREGON
 FEBRUARY 08, 2000
 GEFORY N. ADAIR
 58984

RENEWS: 12-31-19

● SURVEY MONUMENT FOUND
 PER PARTITION PLAT NO.
 2005-053



PERMANENT RIGHT OF WAY
 EASEMENT
 338 SF



DEPARTMENT OF
 TRANSPORTATION
 AND
 DEVELOPMENT

EXHIBIT "B"

SE LAST ROAD
 PROJECT NO. CI-22231
 PAGE 1 OF 1

PERMANENT RIGHT OF WAY
 EASEMENT
 CLACKAMAS COUNTY
 DEVELOPMENT AGENCY

FILE NO. CI-22231	DRAWN BY MAB-GNA	CHECKED BY GNA	DATE: 04/25/18
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DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 9, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order Certifying the 2018-2019 Assessment Roll for
Clackamas County Service District No. 5

Purpose/Outcomes	Approval of this Board Order will certify the FY 2018-2019 Assessment Roll for Clackamas County Service District No. 5 (CCSD#5), the street lighting authority for Clackamas County.
Dollar Amount and Fiscal Impact	\$2,157,879.23
Funding Source	Direct Assessment: The cost of street lighting within CCSD#5 is paid by directly assessing those properties annexed to the street lighting district.
Duration	Annual Assessment
Previous Board Contact	Budget Adoption Meeting June 28, 2018
Strategic Plan Alignment	Ensure safe, healthy and secure communities
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657

BACKGROUND:

Pursuant to statute, CCSD #5 may, in accordance with the order adopted under ORS 451.485, finance the construction, operation or maintenance of service facilities for a district by tax assessments against the property in the district.

As outlined in the budget presentations in June of this year, the District budget assumes the collection of an annual assessment upon all benefiting real property within its boundaries. These assessments, included on the property tax statements for the County and collected in the same manner as ad valorem taxes, provide for the provision of street lighting services. These services include, but are not limited to, general maintenance, electrical service costs, and district administrative expenses.

The Board Order has been reviewed and approved as to form by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order directing the County Tax Assessor to place the street lighting service assessment, in the amount of \$2,157,879.23 on the 2018-2019 tax roll.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD No.5

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Certifying an
Assessment Roll for Property
Assessed for Street Light Service in
Clackamas County Service District
No. 5 for Fiscal Year 2018-2019



Board Order No. _____

Page 1 of 2

Whereas, this matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board that assessment rates for Clackamas County Service District No. 5 were adopted by Order No. 2018-64, and that the adopted rates being applicable to all properties annexed into the district by order of the Board and identified on the District's Assessment Roll, and that such assessments are a revenue source essential to the continuing viability of Service District No. 5.

NOW THEREFORE, the Clackamas County Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 orders as follows:

1. The benefited property as shown on the Assessment Roll maintained by the Department of Transportation and Development for Clackamas County, be assessed in the amount specified thereon, and that these assessments are required to be placed on the tax roll;
2. The Board of County Commissioners of Service District No. 5 hereby levy the assessments provided for in the adopted budget in the aggregate amount of \$2,157,879.23 and that these assessments are levied upon properties identified on the District Assessment Role which were within the District as of the start of the 2018-2019 fiscal year. The following allocation and categorization, subject to the limits of section 11b. Article XI of the Oregon Constitution, make up the above aggregate levy:

	Subject to the General Government Limitation	Excluded from the Limitation
CCSD#5 Street Lighting Fund	\$2,157,879.23	\$ 0.00
Total	\$2,157,879.23	\$ 0.00

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Certifying an
Assessment Roll for Property
Assessed for Street Light Service in
Clackamas County Service District
No. 5 for Fiscal Year 2018-2019



Board Order No. _____
Page 2 of 2

3. The assessments collected in the amount of \$2,157.879.23 be placed in the Clackamas County Service District No. 5 account, out of which payments can be made for services and materials provided to the District.

DATED this ____ day of August, 2018

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
Acting as the Governing Body of
Clackamas County Service District No. 5

Chair

Recording Secretary