

May 9, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Construction Contract with Clackamas Construction, Inc. for the
E. Clarendon Street Project in Gladstone

Purpose/ Outcome	The Construction Contract will allow for construction of 2 blocks of new street, sidewalk, waterline, sewer and storm drain improvements along E. Clarendon Street in Gladstone including the transfer of water services and fire hydrants from a 6-inch main to a 24-inch main waterlines.
Dollar Amount and Fiscal Impact	The Clackamas Construction Contract will be in the amount of \$958,671.10.
Funding Source	Community Development Block Grant Funds - \$245,000 City of Gladstone Funds - \$713,671.10 No County General Funds are involved.
Duration	May 9 – August 30, 2019, Planned Construction Schedule.
Previous Board Action/ Review	The Board approved an Intergovernmental Agreement with the City of Gladstone for this project on September 27, 2018.
Strategic Plan Alignment	Ensure safe, healthy and sure communities.
Counsel Review	The Contract was approved by County Counsel on March 4, 2019
Contact Person(s)	Mark Sirois, Housing and Community Development - (503) 655-5664
Contract No.	H3S 9251

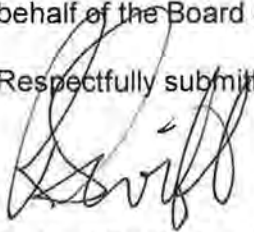
BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Construction Contract with Clackamas Construction, Inc. to allow for improvements along E. Clarendon Street in Gladstone. Clackamas Construction was the low bidder of the four bids submitted at the April 3 bid opening.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing Human Services

**AGREEMENT FOR PUBLIC WORKS CONSTRUCTION WORK
BETWEEN COUNTY AND CONTRACTOR**

COUNTY

Clackamas County
Community Development Division
2051 Kaen Road, Suite 245
Oregon City, OR 97045

CONTRACTOR

Clackamas Construction, Inc.
PO Box 279
Boring, Oregon 97009

THIS AGREEMENT (the Contract) is entered into by and between Clackamas County (hereinafter called the "COUNTY") and Clackamas Construction, Inc. (hereinafter called "CONTRACTOR") and is effective as of the date it is signed by the COUNTY.

This Contract for construction has been prepared for use with the ODOT Specifications for Construction of the Construction (2018) prepared by the Engineer's Joint Contract Documents Committee.

This Contract is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein, and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject matter of this Contract. This Contract, or any modification of this Contract, will not be binding on either party except as signed by authorized agents of both parties.

COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: WORK

CONTRACTOR shall complete all Work.

As used herein, "Work" shall mean the construction improvements tasks, as set forth in detail in the Contract Documents, and generally described as: Demolition and construction of streets, sidewalks, ramps and driveways; installation of a new sanitary sewer, storm drain and water system improvements, including the transfer of water services and fire hydrants from a 6-inch main to a 24-inch main along a 2-block long section of E. Clarendon Street in Gladstone, Oregon.

ARTICLE 2: ENGINEER

The Project has been designed by Patrick A. Sisul, P.E. of Sisul Engineering who is hereinafter called ENGINEER and who is to act as COUNTY's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3: CONTRACT TIME

3.1. Time is of the essence in this Contract and the CONTRACTOR agrees that **all work shall be substantially completed by August 9, 2019 with a contract completion date of August 19, 2019.** The project is to commence per the date of the Notice To Proceed issued by the COUNTY. If the Notice To Proceed is delayed, the time schedule will be adjusted accordingly. The total timeframe for this work is **90 days** unless a time extension is approved by the ENGINEER and COUNTY, via Change Order.

3.2. Liquidated Damages. COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that COUNTY will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Section 00180.85 of the ODOT Specifications for Construction. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by COUNTY if the Work is not completed on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay COUNTY **\$250** for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by COUNTY, CONTRACTOR shall pay COUNTY **\$250** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.3 The Contractor will be held to the timeline of the project, once the project begins. Unforeseen conditions that may cause a delay will be reviewed and determined by the COUNTY and the Engineer(s). Additional work days may be granted to the Contractor.

ARTICLE 4: CONTRACT PRICE

4.1. COUNTY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

4.1.1 In consideration of the faithful performance of the Work, as set forth in these Contract Documents, and in accordance with the direction of the ENGINEER and to his satisfaction to the extent provided in the Contract Documents, the COUNTY agrees to pay to the CONTRACTOR the amount bid, as adjusted in accordance with the Contract Documents, and based on the proposal made by the CONTRACTOR, to make such payments in the manner and times provided in the Contract Documents.

4.2 The Contract Price shall be the amount of Nine Hundred, Fifty Eight Thousand, Six Hundred and Seventy One Dollars and Ten Cents. (\$958,671.10) which are described in the Contract Documents as the Base Bid and Alternate "A" and are hereby accepted by the COUNTY.

4.3 The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the Work. In the performance of the Work to be done

under this Contract, the CONTRACTOR shall use every reasonable and practicable means to avoid damage to property and injury to persons. The CONTRACTOR shall use no means or methods which will endanger, unnecessarily, either persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the Work being accepted as complete by the COUNTY.

ARTICLE 5: PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Section 00195 of the ODOT Specifications for Construction. Applications for Payment will be processed by ENGINEER as provided in the ODOT Specifications for Construction.

5.2. Progress Payments. COUNTY shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the ODOT Specifications for Construction (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.2.1. At least twenty-eight (28) days before each payment falls due (but not more than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require.

5.2.2 ENGINEER will, within seven (7) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to COUNTY, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case CONTRACTOR may make the necessary corrections and resubmit the Application. Within twenty-one (21) days after presentation of the Application for payment with ENGINEER's recommendation of payment, the amount recommended will become due and when due, will be paid by COUNTY to CONTRACTOR.

5.2.3. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or COUNTY may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction.

95% of Work completed and approved by the ENGINEER.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to COUNTY as provided in Section 00195.50 of the ODOT Specifications for Construction).

5.2.4. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or COUNTY may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction. The COUNTY reserves the right to withhold 5% of the total project payment until all work is completed and approved by the ENGINEER.

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with Section 00195.90 of the ODOT Specifications for Construction, COUNTY shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Section 00195.90.

5.3.1 The Final Application for payment shall be accompanied by at least the following: (a) CONTRACTOR's Affidavit of Release of Liens; (b) CONTRACTOR's Affidavit of Payment of Debts and Claims; and (c) Consent of Surety to Final Payment. Once all three documents (a, b, and c) have been delivered to the COUNTY for review and approval, the remaining 5% of the Project Construction Contract will be released to the CONTRACTOR.

5.4. Payments, Contributions and Liens:

5.4.1. Under the provisions of ORS 279C.505 the CONTRACTOR shall:

5.4.1.1. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

5.4.1.2. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

5.4.1.3. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

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

5.4.2. If the contract is for a public improvement, the CONTRACTOR shall demonstrate that an employee drug testing program is in place.

5.4.3. Under the provisions of ORS 279C.515, if the CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract as the claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the CONTRACTOR by reason of the Contract. If a CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to make prompt payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of

payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (3) and(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the CONTRACTOR, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

5.4.4. If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ARTICLE 6: CONTRACTOR'S REPRESENTATIONS

In order to induce COUNTY to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of the Work.

6.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site as provided in Section 00120.15 and 00120.25 of the ODOT Specifications for Construction. CONTRACTOR acknowledges that COUNTY and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations,

explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by COUNTY and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.8. CONTRACTOR is and will remain licensed by the State of Oregon Construction Contractors Board (CCB) or licensed by the State Landscaping Contractors Board (LCB) as required by ORS 671.530 as well as not limited to the same requirements of any and all subcontractors on this PROJECT. If the CONTRACTOR's CCB license is not current during any phase of construction, the COUNTY may immediately terminate this Contract.

6.9. Prior to completion and final acceptance of work, the CONTRACTOR shall be held responsible for any injury or damage to the work or to any part thereof by action of the elements, or from any cause whatsoever, and the CONTRACTOR shall make good all injuries or damages to any portion of the work.

6.10. Except as otherwise provided in the Special Provisions of this Contract, the ENGINEER shall make final inspection of work done by the CONTRACTOR within 10 days after written notification to the ENGINEER by the CONTRACTOR that the work is completed. If the work is not acceptable to the ENGINEER, the ENGINEER shall so advise the CONTRACTOR in writing as to the particular defects to be remedied before acceptance by the ENGINEER can be made.

ARTICLE 7: INDEMNITY – INSURANCE – BONDS

7.1 Responsibility for Damages/Indemnity. The 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, or from any act, omission, or neglect of Contractor, its subcontractors, employees, guests, visitors, invitees, and agents. The CONTRACTOR agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to

persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees.

7.2 Insurance.

7.2.1. As evidence of the insurance coverage required by this Contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. The Contract shall not be effective until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration. The CONTRACTOR agrees to furnish the COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The general aggregate shall apply separately to this project/location. The COUNTY, at its option, may require a complete copy of the above policy.

7.2.2. If the CONTRACTOR has assistance of other persons in the performance of this Contract, the CONTRACTOR, if it is a subject employer, agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. CONTRACTORS shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

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

7.2.4. The CONTRACTOR agrees to furnish the COUNTY evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The COUNTY, at its option, may require a complete copy of the above policy.

7.2.5. The certificate of insurance, other than the pollution liability insurance shall include the COUNTY as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32-61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this

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

7.2.6. The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the Contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the Contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the COUNTY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this Contract. Any self-insured retention / deductible amount shall be submitted to the COUNTY for review and approval.

7.3 Bonds. The CONTRACTOR agrees to furnish to the COUNTY bonds covering the performance of the Contract and the payment of obligations each in the amount equal to the full amount of the Contract as amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the Contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the COUNTY. The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the COUNTY as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

7.3.1. The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830

ARTICLE 8: CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR concerning the Work consist of the following, each of which are incorporated by this reference herein:

8.1. This Agreement (pages 1 to 13, inclusive).

- 8.2. Exhibits (Reserved - Not used at this time).
- 8.3. Performance and Labor Material Payment Bonds, Public Works Bond consisting of 5 pages.
- 8.4. 2018 ODOT Standard Specifications for Construction.
- 8.5. Supplementary Conditions, including:

Special Conditions
HUD Labor Standards, HUD-4010
HUD Section 3 Guidelines
Federal Prevailing (Davis-Bacon) Wage Decision: OR190001, Dated 02/01/2019, Type:
Highway
State of Oregon (BOLI) Wage Rates Decision: January 1, 2019

- 8.6. Specifications bearing the title "City of Gladstone Construction Specifications (pages 1 to 205 inclusive)
- 8.7. Drawings bearing the title "E. CLARENDON STREET – PHASE 1 (stamped by Patrick A. Sisul, Sisul Engineering,."
- 8.8. Addenda Number: 1 of 1.

8.9. CONTRACTOR's Bid Proposal:

8.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Section 00140.30 of the ODOT Specifications for Construction.

The documents listed in paragraphs 7.2 *et seq.* above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Section 00140.30 of the ODOT Specifications for Construction.

ARTICLE 9: FEDERAL (Davis-Bacon) AND STATE (BOLI) PREVAILING WAGE RATES

Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor, or other person(s) doing or contracting for the whole or any part of the work on this Contract, shall be paid not less than the applicable prevailing wage rate,

and will pay the higher rate of pay on an individual job classification of which shall be in effect for this Contract pursuant to Davis-Bacon Act (40 U.S.C. 276a) and Bureau of Labor and Industries (a.k.a. BOLI) ORS 279C.800 through ORS 279C.870.

ARTICLE 10: DESCRIPTION OF CONTRACTOR

10.1. The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following.

10.1.1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

10.1.2. This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).

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

ARTICLE 11: MISCELLANEOUS

11.1. Terms used in this Agreement which are defined in Section 00130 - Award and Execution of Contract of the ODOT Specifications for Construction will have the meanings indicated in the ODOT Specifications for Construction.

11.2 The COUNTY, through its AUTHORIZED REPRESENTATIVE or his designee shall at all times be allowed access to all parts of the operations and work locations of the CONTRACTOR, and shall be furnished such information and assistance by the CONTRACTOR, or the designated representative or representatives of the CONTRACTOR, as may be required to make a complete and detailed inspection.

11.3. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.4. COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal

representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

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

ARTICLE 12: TAX LAWS

12.1. The CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work under this Contract. 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.

12.2. 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.

ARTICLE 13: DEBT LIMITATION

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

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to COUNTY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ARTICLE 14: SECTION 3 COVERED CONTRACT

14.1 The Work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

14.2 The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

14.3 The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

14.4 The CONTRACTOR agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

14.5 The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135.

14.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

14.7 With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

[Signature Page to Follow]

This Agreement will be effective upon the date on which it is signed by the COUNTY.

CONTRACTOR

COUNTY

Clackamas Construction, Inc.

Clackamas County, Oregon

PO Box 279
Boring, Oregon 97009

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

Signing on Behalf of the Board

By: Bobbie Mohler
Nick Mueller, President
Bobbie Mohler, Project Manager

By: _____
Richard Swift, Director
Health, Housing and Human Services
Department

April 29, 2019
Date Signed

Date Signed

93-0984467
Contractor's Federal Tax Identification No.
or Social Security No. (if individual)

58599
Oregon Commercial Contractor's Board No.

May 9, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for the Public Health Division to apply for the US Department of Justice – Comprehensive Opioid Abuse Site-based Program funding opportunity.

Purpose/Outcomes	If awarded, funding will expand an existing pilot project (Project Hope) between Clackamas County Public Health (CCPH) and community paramedics from Clackamas Fire and American Medical Response (AMR). Project Hope provides care coordination and recovery supports for opioid overdose survivors and aims to do the following: (1) reduce the number of people who overdose on opioids; (2) reduce 911 calls and hospital readmission; (3) improve the quality of life for patients with substance use disorders; and (4) bridge gaps in care by connecting vulnerable patients to treatment and other social and health-related support services. If awarded, the second phase of Project Hope will expand the existing model so more patients are served and bring on a Peer Recovery Mentor to help with care coordination.
Dollar Amount and Fiscal Impact	Maximum grant award is \$900,000. No matching funds required. \$46,500 in County General Funds for unfunded program Admin costs calendar years 2020 – 2022.
Funding Source	US Department of Justice
Duration	January 2020 – December 2022
Previous Board Action	None
Contact Person	Sherry Olson, Business Services Manager, 503.742.5342 (Primary) Julie Aalbers, Public Health Division, Assistant Director 971.284.1976 (Secondary)
Contract No.	N/A

Background:

The Public Health Division of the Health, Housing & Human Services Department, requests the approval to apply for the US Department of Justice – Comprehensive Opioid Abuse Site-based Program funding opportunity. Funding will be used to expand the capacity of Project Hope, which will enable additional opioid overdose prevention and care coordination services in Clackamas County. This project will include collaborative efforts between divisions in Health,

Housing & Human Services (Public Health and Behavioral Health) and community paramedics from Clackamas Fire and AMR. Public Health will act as the project lead and fiscal agent.

Project:

When looking at overdose data in Clackamas County, it is clear that local Emergency Medical Service agencies play a critical role in our communities' response to the opioid epidemic. In Clackamas County, AMR and Clackamas Fire respond to the majority of the opioid overdose calls received by 911 dispatch, saving hundreds of lives each year. Additionally, these two agencies staff community paramedics who work in a specialized role to provide care coordination between patients and providers, as well as community resource navigation.

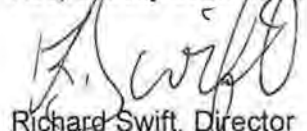
Over the last year, CCPH has partnered with AMR and Clackamas Fire to build a more comprehensive opioid response model in our county through the creation of Project Hope. Project Hope begins with follow-up by a community paramedic after the overdose occurs. After an assessment is completed, patients are navigated to treatment and recovery services in the community (inpatient, outpatient and community-based services) with a longer-term plan established to prevent future substance use and potential overdose. In an effort to work more upstream and further de-silo our approach to the opioid crisis, Project Hope has expanded to include law enforcement as a partner to help connect individuals to treatment and recovery supports. By adding another pathway to treatment, Project Hope is working in a preventive role to divert eligible individuals away from the criminal justice system, link to treatment before an overdose occurs, and improve law enforcement relations in the community.

At this time, Project Hope has limited capacity to respond and provide ongoing follow-up to the many individuals needing support. In 2018, Clackamas County first responders assisted over 80 people who survived an opioid overdose and nearly 300 individuals were discharged from an emergency department or urgent care setting due to an opioid overdose. The community paramedics are currently dedicating 10 hours a week to Project Hope; we cannot come close to meeting the demand with the current resources available. Additional funding will expand the project by adding more personnel time.

Recommendation:

Staff recommends the BCC approve CCPH's request to apply for the US Department of Justice – Comprehensive Opioid Abuse Site-based Program funding opportunity.

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: Health, Housing & Human Services Application for: Subrecipient funds Grant
Grant Renewal? Yes No

Name of Funding Opportunity: Comprehensive Opioid Abuse Site-based Program
Funding Source: Federal State Other: _____
Requestor Information (Name of staff person initiating form): Sherry Olson
Requestor Contact Information: 503.742.5342
Department Fiscal Representative: Sherry L Olson
Program Name or Number (please specify): Opioid Misue Prevention/8387
Brief Description of Project:

If awarded, the funding will be used to expand an existing pilot project (Project HOPE) between Clackamas County Public Health, American Medical Response (AMR), and Clackamas Fire. Community paramedics from AMR and Clackamas Fire provide care coordination and recovery supports for opioid overdose survivors. Project HOPE aims to (1) reduce the number of people who overdose on opioids, (2) reduce 911 calls and hospital readmission, (3) improve the quality of life for patients with substance use disorders, and (4) bridge gaps in care by connecting vulnerable patients to treatment and other social and health-related support services. The second phase of Project HOPE will expand the existing model so more patients are served and bring on a Peer Support Specialist to help with care coordination.

Name of Funding (Granting) Agency: US Department of Justice/Bureau of Justice Assistance

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

https://www.bja.gov/ProgramDetails.aspx?Program_ID=72
Tara Kunkel
Senior Drug Policy Officer (IPA)
202-616-0690
E-mail: tara.kunkel@ojp.usdoj.gov

OR

Application Packet Attached: Yes No

Completed By: Sherry Olson Date _____

** 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: 4/5/2019
CFDA(s), if applicable: 16.838
Announcement Date: 4/5/2019 Announcement/Opportunity #: BJA-2019-15111
Grant Category/Title: the opioid epidemic Max Award Value: \$900,000
Allows Indirect/Rate: Yes Match Requirement: No
Application Deadline: 6/5/2019 Other Deadlines: No

Grant Start Date: 1/1/2020

Grant End Date: 12/31/2022

Completed By: Sherry Olson

Pre-Application Meeting Schedule: _____

Other Deadline Description:

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

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 preventing opioid misuse and overdose deaths. The grant will enable H3S to support our mission.

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

This grant complements existing work opioid misuse/safety work in Public Health and supports Public Health's strategic goal of reducing the number of opioid overdose deaths in Clackamas County. This grant also supports Public Health Modernization efforts to integrate data systems and build public health-academic research partnerships.

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

NA

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

The grant aims to reduce opioid abuse and the number of overdose fatalities, as well as to mitigate the impacts on crime victims by supporting comprehensive, collaborative initiatives. The program also supports the implementation, enhancement, and proactive use of PDMPs to support clinical decision making and prevent the abuse and diversion of controlled substances. Grantees are prohibited from using federal funds to support activities that violate the Controlled Substances Act. Project objectives and deliverables are below. Public Health will achieve these objectives through regular communication and technical assistance with the funder.

- Agree to work closely with BJA's designated training and technical assistance (TTA) provider(s) that may assist with planning, implementation, and assessment of the sites.
- Agree to work closely with a researcher selected by BJA who may conduct a sitespecific or cross-site evaluation in future years.
- Identify a project coordinator to manage the day-to-day operations of the initiative. The project coordinator should devote at least 50 percent of his or her time to the proposed project and may be funded as part of the proposed project.

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?

Project HOPE

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. Project director, opioid project coordinator, 2 community paramedics, peer support specialist, data analyst, and epidemiologist.

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?

Yes. AMR and Clackamas Fire are providing two community paramedics and Clackamas County Behavioral Health is providing one Peer Support Specialist. All partners are committed to improving the quality of life for patients

with substance use disorders and reducing the harms associated with opioid use.

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.)?*

This funding does not create a new program, it supplements current opioid work in Public Health's Population Health Strategies Org, Opioid Misuse Prevention Program. However, due to the "new" funding source, Public Health will be requesting a new program code to track revenue and expenditures associated to this specific CFDA # and project. Public Health will continue to look for additional funding to sustain ongoing opioid work that may, or may not, continue funding for the Project HOPE, specifically.

Collaboration

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

Health, Housing & Human Services and Sheriff

Reporting Requirements

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

Recipients typically must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Awards that exceed \$500,000 will include an additional condition that, under specific circumstances, will require the recipient to report (to FAPIIS) information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either the OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Additional information on this reporting requirement appears in the text of the award condition posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm>.

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?

The grantor maintains an online performance measurement tool where project metrics will be submitted.

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

See above

Fiscal

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

Yes

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

CGF to cover indirect costs calendar years 2020 through 2022 (CY 2020 \$14,527, CY 2021 \$154,781, & CY 2022 \$16,494)

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

None

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

Funding is continuous for three calendar years (CY2020-2022), but should be considered one-time funding. Public Health will continue to seek additional funding for oversight and coordination efforts, but will look to partner agencies to dedicate funding to their perspective agencies at the end of CY2022.

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?

We are not charging this Federal Grant Indirects because we a) do not have a federally approved indirect cost rate or b) eligible to use the "de minimis" indirect costs rate; awarding agency requires one of the two previous types of indirect charges if they are reimbursing. If awarded in FY19-20 we will re allocate budgeted CGF to cover indirect costs (savings from this grant funded FTE initially budget with CGF offset). The indirect costs calendar years 2020 through 2022 (CY 2020 \$14,527, CY 2021 \$154781, & CY 2022 \$16,494).

Program Approval:

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

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
<i>R. Swift</i>	5.1.19	<i>Richard Swift</i>
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.