

AGENDA *Revised

*Added II.1, III.A, III.C, III.D3, III.E2, III.F, IV, V, and VII.3
Removed III.D1

Thursday, August 19, 2021 - 10:00 AM **BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2021-68

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of an Intergovernmental Agreement between the Housing Authority of Clackamas County and Community Development Division for Homeless Management Information System (HMIS) staffing. \$143,750 funded through HUD Cares Act funds Emergency Solutions Grant and non-CARES Act Emergency Solutions Grant funds. No County General Funds are involved.
2. Approval of Amendment #2 to IGA between Health, Housing and Human Services (H3S) and Housing Authority of Clackamas County (HACC) to allow for an increase from part time to full time case Manager serving HACC public housing residents. Amendment adds \$110,000 (\$55,000/year for two years) for a total contract of \$1,267,344.91 funded through County General Funds through Policy Level Proposal – Affordable Housing and Services Fund.
3. Approval of an IGA between Housing Authority of Clackamas County (HACC) and Clackamas County Community Corrections (CCCC) for funding supportive mental health housing for corrections participants. \$343,064 funded through Supportive Housing Services. No County General Funds are involved.
4. Approval to Execute Amendment #1 to the Contract between Housing Authority of Clackamas County and Kantor Taylor, PC for Legal Services for the Financing of Low Income Housing Tax Credit (LIHTC) and Real Estate Transactions. Total increase is \$150,000 and the term extended to April 2025. Funded through LIHTC. No County General Funds are involved.

II. BOARD DISCUSSION ITEMS

1. *In the Matter of Recognizing the Economic Impacts of Historical Weather Events on Clackamas County's Agricultural Sector.

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

A. *Health, Housing & Human Services

1. Approval of Grant Agreement #18869, Amendment #1 with Ride Connection, Inc. to Provide Funding for Specialized Service Rides Provided by Members of the Clackamas County Transportation Consortium. Total Agreement amount is \$483,913 funded through State of Oregon ODOT – Special Transportation Formula Funds. No County General Funds are involved. – Social Services

2. Approval of Agreement #18950 with Ride Connection, Inc. to Provide Funding for Rides Provided by the Social Services Division-Transportation Reaching People Unit. Agreement amount is \$4,182 funded through Federal Transit Administration Grant. No County General Funds are involved. – Social Services
3. Approval of Grant Agreement #18870, Amendment #1 with Ride Connection, Inc. to Provide Funding for Specialized Service Rides Provided by Members of the Clackamas County Transportation Consortium. Total Agreement amount is \$509,864 funded through State of Oregon ODOT – Special Transportation Formula Funds. No County General Funds are involved. – Social Services
4. Approval of Agreement #18929 with Ride Connection, Inc. to Provide Funding for Rides Provided by Volunteer Drivers under the Vets Drive Vets Program. Total Agreement amount is \$5,047 funded through the Federal Transit Administration Grant. No County General Funds are involved. – Social Services
5. Approval of Agreement #18949 with Ride Connection, Inc. to Provide Funding for Rides Provided by Volunteer Drivers under the Vets Drive Vets Program. Total agreement amount is \$206,670 funded through TriMet General Funds and Federal Transit Administration Grant / ODOT Funds. No County General Funds are involved. – Social Services
6. Approval of Agreement #18919 with Ride Connection, Inc. to Provide Funding for Vehicle Maintenance of Ride Connection owned Vehicles Operated by Social Services-Transportation Reaching People and Community Center based transportation. Total Agreement Amount is \$51,800 funded through agreements with State of Oregon, Elderly and Disabled Transportation Fund and Federal Transportation 5310 Grant Funds. No County General Funds are involved. – Social Services
7. Approval of Grant Agreements #18871, Amendment #1 with Ride Connection, Inc. to Provide Funding for Rides Provided by Social Services, Transportation Reaching People. This Amendment increases the total value to \$222,284 funded through State of Oregon ODOT Special Transportation Formula Funds. No County General Funds are involved. – Social Services
8. Approval of Grant Agreements #18872, Amendment #1 with Ride Connection, Inc. to Provide Funding for Rides Provided by Social Services, Transportation Reaching People. This Amendment increases the total value to \$62,907 funded through State of Oregon ODOT Special Transportation Formula Funds. No County General Funds are involved. – Social Services
9. Approval of Grant Agreements #18873 Amendment #1 with Ride Connection, Inc. to Provide Funding for Rides Provided by Social Services, Transportation Reaching People. This Amendment increases the total value to \$63,595 funded through State of Oregon ODOT Special Transportation Funds. No County General Funds are involved. – Social Services
10. Approval of Intergovernmental Subrecipient Agreement with City of Lake Oswego/Lake Oswego Adult Community Center to Provide Social Services for Clackamas County Residents. Maximum agreement value is \$124,877 funded through the Older American Act and Ride Connection pass-through funds. No County General Funds are involved. – Social Services
11. Approval of a Subrecipient Agreement Emergency Shelter Grant with Clackamas Women's Services. The Emergency Solutions Grant funds \$41,254 as a grant funded by US Department of Housing and Urban Development ESG 2021-22 funds. No County General Funds are involved. – Community Development

B. Transportation & Development

1. Approval of a Contract with NTA Contracting, Inc. for the 232nd Drive Roadway at MP 0.3 Project. Value of the contract is \$326,376.36. Road fund match of \$33,723.94. No County General Funds are involved.

C. *Finance

1. Approval of Contract with CINTAS Corporation No. 2 for Countywide Uniform Services for a total of \$448,200 funded through individual departments some of which are funded through the general fund.
2. FEMA-4599-DR-OR Infrastructure Contract for the 2021 Winter Ice Storm. No dollar figure at this time. No County General Funds are involved.

D. Elected Officials

- ~~1. *Approval of Previous Business Meeting Minutes – BCC~~
1. Request by the Clackamas County Sheriff's Office to Approve Amendment N. 1 to the Intergovernmental Agreement with North Clackamas County School District (NCSD). NCSD will fund the cost for one Deputy at \$144,124 and a one-time training at \$89,247.73. No County General Funds are involved.
2. Approval of Amendment #3 with DePaul Industries to Provide Security Services for Justice Court, Juvenile and Circuit Court. This amendment adds \$588,500.16 for a total contract of \$1,649,176.76 through the Sheriff's Office and Justice Court General Fund.
3. *Request by the Clackamas County Sheriff's Office to enter into an Intergovernmental Agreement with Clackamas Community College for 2021-2022 GED classes at the Clackamas County Jail. Total Agreement cost is \$29,650 funded through County General Funds budgeted within the Clackamas County Sheriff's Office Jail Operations and the Jail Levy budgets.

E. Juvenile

1. Approval of an Intergovernmental Agreement with Clackamas Education Service District (ESD) to Provide Education and Vocational Opportunities for At-Risk Youth. ESD will fund \$43,000 and the balance of \$48,615 will be covered by County General Funds.
2. *Approval to Apply for a Grant between the State of Oregon Criminal Justice Commission Justice Reinvestment and Clackamas County Community Corrections to Continue the Pretrial Program.

F. *Tourism & Cultural Affairs

1. Approval of a contract to receive State Transient Lodging Tax Funds from Travel Oregon to implement Mt. Hood/Gorge regional tourism plan for FY21/22. This is a revenue contract for \$194,210 funded through Travel Oregon's Regional Cooperative Tourism Program. No County General Funds involved.
2. Approval of a contract to receive Regional Recovery & Stability Funds from Travel Oregon for Mt. Hood/Gorge Region Program. This is a funding agreement for \$107,429 in revenue funded through Travel Oregon. No County General Funds involved.

G. Community Corrections

1. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections (CCCC) and Housing Authority of Clackamas County (HACC) for Supportive Mental Health Housing. \$343,064 funded through Supportive Housing Services. No County General Funds are involved.
2. Approval to Apply for a Grant between the State of Oregon Criminal Justice Commission Justice Reinvestment and Clackamas County Community Corrections to Continue the Pretrial Program. Total grant value is \$2,441,218 through the Criminal Justice Commission. No County General Funds are involved.

IV. *NORTH CLACKAMAS PARKS & RECREATION DISTRICT CONSENT AGENDA

1. Approval of a Resolution approving the renaming of the Milwaukie Center to The Milwaukie Community Center. Total cost will be \$3000 funded through NCPRD/Milwaukie Center building maintenance budget. No County General Funds are involved.

V. *DEVELOPMENT AGENCY CONSENT AGENDA

1. Approval of Amendment #3 to the Contract with Harper Houf Peterson Righellis Inc for Phase Two of the Clackamas Regional Center Mobility Improvement Project.

VI. SERVICE DISTRICT NO. 5 (Street Lighting) CONSENT AGENDA

1. Board Resolution Certifying the 2021-2022 Assessment Roll for Clackamas County Service District No. 5 (Street Lighting). Assessment reflects a 5% reduction in all rate categories as discussed with the Budget Committee. No General Funds are involved.

VII. WATER ENVIRONMENT SERVICES CONSENT AGENDA

1. Approval of a Contract with Wolf Water Resources, Inc. for the Watershed Protection-Benthic Macroinvertebrate and Geomorphological Monitoring. Contract value is \$159,530 through WES Surface Water operating fund and Lake Oswego contributing \$21,050 through a subsequent IGA. No County General Funds are involved.
2. Approval of Intergovernmental Agreement between Water Environment Services and the City of Oregon City, for the Transfer of Ownership of Two Sanitary Sewer Manholes and Two Sanitary Sewer Pipe Segments. There is no financial impact.
3. *Approval of an Intergovernmental Agreement between Water Environment Services and the Clackamas River Water Providers for Clackamas River Watershed activities. The Agreement is for \$50,000 total. Funded through the WES Surface Water Operating Fund. No General Funds are involved.

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

IX. COUNTY ADMINISTRATOR UPDATE

X. 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>

August 19, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between
the Housing Authority of Clackamas County and
Clackamas County Community Development Division
for Homeless Management Information System (HMIS) staffing

Purpose/Outcomes	Approve an Intergovernmental Agreement between Housing Authority of Clackamas County and Community Development for Homeless Management Information System (HMIS) staffing
Dollar Amount and Fiscal Impact	\$143,750
Funding Source	HUD CARES Act funds Emergency Solutions Grant (ESG COVID) and non-CARES Act Emergency Solutions Grant (ESG) funds. No County General Funds are involved
Duration	Effective upon signature to June 30, 2022
Previous Board Action	Approval of ESG COVID HMIS expenditures on July 30, 2020 and ESG HMIS expenditures with 2021 Action Plan approval on May 6, 2021
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
Counsel Review	K.R. February 10, 2021, August 3, 2021; A.N. August 3, 2021
Contact Person	Vahid Brown, 971-334-9870
Contract No.	10250

BACKGROUND:

The Housing Authority of Clackamas County (HACC) and Community Development (CD), both Divisions of the Health, Housing and Human Services Department, request the approval of an Intergovernmental Agreement to provide funding to hire one position that will train and support contracted agencies on the ongoing data input and reporting requirements within the Homeless Management Information system, (HMIS). The HMIS system is used to track funding provided to all agencies responsible for the distribution of homeless services across Clackamas County including those funded by Measure 26-210, the homeless Continuum of Care (CoC), Emergency Solutions Grants (ESG), inclusive of all homeless programs and homeless services in Clackamas County.

This data collection effort is an essential part of data analysis, tracking and reporting and will help us to determine outcomes of our investments towards ending chronic homelessness. The Agreement was reviewed and approved by County Counsel on February 10, 2021.

Healthy Families. Strong Communities.

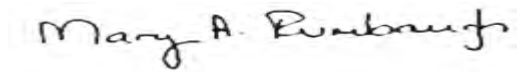
2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with CD. Staff recommends the Board authorize Commissioner Tootie Smith, Chair to sign on behalf of the Board of County Commissioners and on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,

A handwritten signature in black ink that reads "Mary A. Pumbraugh". The signature is written in a cursive style with a large initial 'M' and 'P'.

For Rodney A Cook

Rodney Cook, Interim Director
Health, Housing and Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND THE HOUSING AUTHORITY OF CLACKAMAS COUNTY
H3S Contract No. 10250**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and the Housing Authority of Clackamas County ("HACC"), a public corporation organized under ORS Chapter 456, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

The County, by and through its Community Development Division, and HACC intend to engage in a project (the "Project") to hire and train a Homeless Management Information System (HMIS) specialist who will provide program and staffing support for all agencies providing homeless services across Clackamas county including those funded by Measure 26-210, the homeless Continuum of Care (CoC) and Emergency Solutions Grants (ESG) funded agencies, homeless programs and homeless services in Clackamas County, OR.

These special ESG Program Funds are being allocated to the County, as authorized by the CARES Act, Public Law 116-136. These special ESG funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or until June 30, 2022, whichever is sooner.
2. **Scope of Work.** The parties agree to perform the services and other tasks identified in the Scope of Work attached hereto as Exhibit A. The HMIS specialist shall be solely the employee of HACC. Control of personnel, supervision, standards of performance, discipline, and all other aspects of performance of the HMIS specialist shall be the exclusive responsibility of HACC. Allegations of misconduct shall be investigated in accordance with HACC personnel procedures. HACC shall be solely responsible for all liabilities for salaries, wages, any other compensation, injury, sickness, or other costs and expenses related to or incurred by the hiring of the HMIS specialist.
3. **Consideration.** The County agrees to reimburse HACC for the monthly salary and benefits for a HMIS specialist in an amount not to exceed One Hundred and Forty

Three Thousand, Seven Hundred and Fifty Dollars (\$143,750.00) over a 15 month period. HACC shall be solely responsible for all costs associated with the HMIS specialist after the sooner of either (1) the expiration of the 15-month period; or (2) the date the \$143,750.00 not to exceed amount is reached.

4. **Payment.** HACC will submit quarterly invoices to the County Community Development Division that shall include the monthly salary and benefits expenses for the HMIS specialist position for which reimbursement is claimed.
5. **Representations and Warranties.**
 - A. *HACC Representations and Warranties:* HACC represents and warrants to County that HACC has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of HACC enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to HACC has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
6. **Termination.**
 - A. Either the County or the HACC may terminate this Agreement for convenience upon thirty (30) days written notice to the other party. The County and HACC will work together to avoid terminating the Agreement for this Project.
 - B. Either the County or the HACC 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 begins 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. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
 - C. The County or the HACC 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.
 - D. Either Party may terminate this Agreement in the event that Party fails to receive expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or

either Party is prohibited from paying for such work from the planned funding source.

- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

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 the HACC, 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 arising out of or based upon damages or injuries to persons 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.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the HACC 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 arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the HACC or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the HACC has a right to control.

- 8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

- 9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. 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.

- A. Mark Sirois or their designee will act as liaison for the County.

Contact Information:

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

- Toni Karter or their designee will act as liaison for the HACC.

Contact Information:

Housing Authority of Clackamas County
13930 S. Gain Street
Oregon City, OR 97045

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and HACC that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. The parties, by execution of this Agreement, hereby consent to the in persona jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly 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. **Access to Records.** HACC shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. HACC shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, HACC shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and/ or copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon

appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

- F. **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.
- G. **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.
- H. **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.
- I. **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.
- J. **No Third-Party Beneficiary.** HACC and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. **Subcontract and Assignment.** HACC shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole and absolute discretion. County's consent to any subcontract shall not relieve HACC of any of its duties or obligations under this Agreement.

- L. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- M. **Survival.** All provisions in sections 7 and 10(A), (C), (D), (E), (F), (G), (H), (J), (M), (Q), and (R) shall survive the termination of this Agreement, and all other rights and obligations which by their context are intended to survive.
- N. **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.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Force Majeure.** Neither HACC nor County shall be held responsible for delay or default caused by events outside of the HACC or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of their obligations under this Agreement.
- Q. **Confidentiality.** HACC acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by HACC or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). HACC agrees to hold Confidential Information in strict confidence, using at least the same degree of care that HACC 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 Agreement. HAAC and its employees or agents agree to comply with all HMIS/HUD privacy requirements in performing their responsibilities under this agreement.
- R. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

[Signatures on Following Page]

2021-2022 ESG COVID HMIS STAFFING

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

Clackamas County

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

Commissioner Smith, Chair
Board of County Commissioners

Date

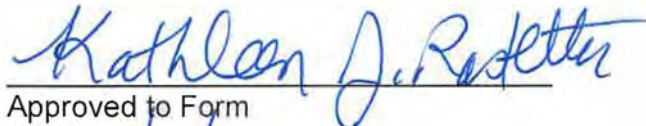
Housing Authority of Clackamas County

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

Commissioner Smith, Chair
Housing Authority of Clackamas County

Date

County Counsel



Approved to Form

8/3/2021

Date

Exhibit A

SCOPE OF WORK

HACC Responsibilities:

- A. Under this Agreement, the responsibilities of the HACC shall be as follows:
 - 1. HACC shall hire and manage a qualified person to conduct the training, data entry and reporting to HUD for all ESG COVID and CoC homeless services projects, which is anticipated to be classified as a Management Analyst 1 position.
 - 2. HACC will secure any specialized training for the HMIS specialist as may be reasonably required by the County.
 - 3. HACC will coordinate with the County on any required HUD reporting for ESG COVID and CoC funded projects.

County Responsibilities:

- A. Under this Agreement, the responsibilities of the County will be as follows:
 - 1. County shall reimburse HACC for staffing costs for the HMIS specialist position (Management Analyst 1). HACC will coordinate regularly to ensure the HIMS position is working in alignment with all funding source requirements including CARES ACT funding, Measure 26-210 funding, ESG, COC, and other HMIS requirements. Regular ongoing checkins will also be required with the regional and state leadership providing oversight and guidance on the HMIS data system.

Joint responsibilities:

County and HACC will jointly work on coordinating HMIS hiring, training, data collection and services to all homeless CoC and ESG agencies, homeless programs and homeless services to households experiencing homeless as a direct response to the Coronavirus public health pandemic and the economic impacts resulting in loss of personal income and household stress of businesses and services being closed in response to the epidemic in Clackamas County.

August 19th, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #2 to IGA between Health, Housing and Human Services (H3S) and Housing Authority of Clackamas County (HACC) to allow for an increase from part-time to full time case manager serving HACC public housing residents

Purpose/Outcomes	Approve Amendment #2 between Housing Authority of Clackamas County and Health, Housing and Human Services for funding of a full time case manager to serve HACC public housing residents.
Dollar Amount and Fiscal Impact	Contract Amendment #2 authorizes additional \$110,000 (\$55,000/year for two years) for a total contract amount of \$1,267,344.91
Funding Source(s)	County General Funds through Policy Level Proposal - Affordable Housing & Services Fund
Duration	July 1, 2019 – May 15, 2022
Previous Board Action	May 16, 2019 - Board approved original IGA February 20, 2020 – Approval of Amendment #1
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Build public trust through good government
Counsel Review	A.N. & K.R. 6/30/2021, 8/3/2021
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract Number	Contract No. 9247

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department (H3S), requests approval to execute a Contract Amendment No. 2 between HACC and H3S to allow Social Services to provide a full time case manager to HACC’s public housing residents.

The additional \$110,000.00 allows us to increase the part time case manager position to a full time position, serving Public Housing residents. Social Services Division (SSD) was one of four (4) contracts funded by the Affordable Housing and Services Fund. All contracts were executed following a competitive RFP process. Contract Amendment #2 has been reviewed by Clackamas County Counsel. The funding source is County General Funds through the Affordable Housing & Services Fund Policy Level Proposal where the following contracts were awarded:

1. IGA between HACC and Home Forward

The IGA provides for the case management of high barrier households living in Public Housing with a focus on resident success and housing retention. The specific scope of work to be accomplished by Home Forward is set forth in the H3S Contract No. 9241.				
Budget:	Year 1: 2019-20	Year 2: 2020-21	Year 3: 2021-22	
	Salary & Fringe \$56,737	Salary & Fringe \$60,006	Salary & Fringe \$63,563	

	Benefits \$29,726 Admin Fee \$8,537 TOTAL \$95,000	Benefits \$30,902 Admin Fee \$9,091 TOTAL \$99,999	Benefits \$31,839 Admin Fee \$9,540 TOTAL \$104,942	
	*total contract amount \$299,941			

2. Contract between HACC and Mental Health Association of Oregon

The Contract provides Peer Support Services for households living in Public Housing with significant mental health challenges, peer services will focus on ensuring residents retain housing and successfully engage in the community. The specific scope of work to be accomplished by Mental Health Association of Oregon is set forth in the H3S Contract No. 9242.			
Budget:	Year 1: 2019-20	Year 2: 2020-21	Year 3: 2021-22
Amd. #1	Salary/Fringe \$94,925.34 \$6,356.00 (2 months) TOTAL \$101,281.33	Salary/Fringe \$94,925.34 \$38,135.95 TOTAL \$133,061.29	Salary/Fringe \$94,925.34 \$38,135.95 TOTAL \$133,061.29
	*total contract amount \$367,403.91		

3. IGA between HACC and Social Services Division

The IGA provides for a half-time Case Manager to provide services specifically to the highest need Public Housing residents (many just exiting Homelessness) with a goal of housing stability and retention. The work to be accomplished by Social Services Division is set forth in the H3S Contract No. 9247.			
Budget:	Year 1: 2019-20	Year 2: 2020-21	Year 3: 2021-22
Amd. #2	TOTAL \$0 \$0	Salary & Fringe \$60,000.00 Increase full-time \$55,000 Total \$115,000	Salary & Fringe \$60,000.00 Increase full-time \$55,000 Total \$115,000
	*total contract amount \$230,000		

4. Contract between HACC and Do Good Multnomah

The IGA will provide Resident Services to formerly homeless veterans. Resident services will focus on veterans remaining compliant with their lease and successful within their housing and the community. These services will be provided at the Pleasant Avenue veteran's housing project being developed in Oregon City on Pleasant Avenue. The work to be accomplished by Do Good is set forth in the H3S Contract No. 9474.				
Budget:	Year 1: 2019-20	Year 2: 2020-21	Year 3: 2021-22	Year 4: 2022-23
	TOTAL \$0	Staffing \$120,000	Staffing \$125,000	Staffing \$125,000
	*total contract amount \$370,000			

RECOMMENDATION:

Staff recommends the Board approve Amendment #2 to the Intergovernmental Agreement with H3S. Staff recommends the Board authorize Commissioner Tootie Smith, Chair to sign on behalf of the Board of County Commissioners and on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,

Mary A. Bumbaugh

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

Healthy Families. Strong Communities.

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

www.clackamas.us

**AMENDMENT #2
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE HOUSING AUTHORITY OF CLACKAMAS COUNTY
AND CLACKAMAS COUNTY
(H3S Contract No. 9244)**

THIS AMENDMENT #2 (“Amendment #2”) is entered into by and between the Housing Authority of Clackamas County (“Agency”), a public corporation organized under ORS Chapter 456, and Clackamas County (“County”), a political subdivision of the State of Oregon, and shall become a part of that Intergovernmental Agreement entered between the parties on May 23, 2019 (the “Agreement”).

Recitals

The Agreement provides that County will pay HACC for the costs of the additional personal services contracts described therein.

The purpose of this Amendment #2 is to amend the Agreement to reflect the increased cost that incurred due to the increase need for the Case Manager position from half time to full time. This position provides direct services to residents of public housing. The agreement between HACC and the County to provide service was approved by the board on May 20, 2021.

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 3. Consideration, is hereby amended as follows:

The total amount County agrees to pay HACC, from available and authorized funds, is the amount not to exceed one million two hundred sixty seven thousand three hundred forty four dollars and ninety two cents (1,267,344.92) to pay for services described in the contract.

ORIGINAL CONTRACT	\$ 1,074,717.02
AMENDMENT #1	\$ 82,627.90
<u>AMENDMENT #2</u>	\$ 110,000.00
TOTAL AMENDED AGREEMENT	\$ 1,267,344.92

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

[Signatures on Following Page]

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

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Commissioner Tootie Smith, Chair
Commissioner Sonya Fischer
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader
Resident Commissioner Ann Leenstra

Signing on Behalf of the Housing Authority Board

Commissioner Tootie Smith, Chair

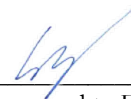
CLACKAMAS COUNTY

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

Signing on behalf of Clackamas County

Commissioner Tootie Smith, Chair

County Counsel

 08/03/2021
Approved to Form

Date

August 19, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of an IGA between Housing Authority of Clackamas County (HACC) and Clackamas County Community Corrections (CCCC) for funding supportive mental health housing for corrections participants

Purpose/Outcomes	Approval of an IGA between HACC and CCCC, for funding supportive mental health housing for clients exiting incarceration.
Dollar Amount and Fiscal Impact	\$343,064
Funding Source(s)	Supportive Housing Services
Duration	July 1, 2021 – June 30, 2022
Previous Board Action	
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Build public trust through good government
Counsel Review	A.N. 7/22/2021, 8/3/2021; S.C 8/3/2021
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract Number	Contract No. TBD

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval of an IGA with Clackamas County Community Corrections (CCCC) for funding to continue providing housing to some of the most vulnerable clients in the county; those who are homeless or at risk of homelessness as they exit incarceration. Many of these clients need additional support due to severe and persistent mental illness, substance use disorders, or co-occurring disorders.

CCCC has a long-standing partnership with Bridges to Change (BTC) as the primary provider of peer mentor services and housing since 2004 for the re-entry of CCCC's most vulnerable re-entry participants who experience severe and persistent mental illness and need programming-related support to maintain stable housing.

BTC provides the supportive mental health housing in two separate houses; Serenity and Haven. Serenity House provides support for eight (8) women in the program and Haven House supports eleven (11) men in the program. The Mental Health Housing program in both houses has certified recovery mentors, behavioral health care providers and probation officers that participate with individual care teams.

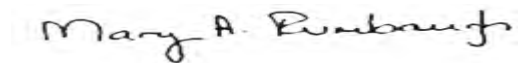
BTC is one of the largest peer-run organizations in the state of Oregon serving approximately 2,500 individuals annually. BTC employs more than 140 staff with 86% identifying as in recovery from addictions, mental health issues or homelessness. This includes everyone from direct service staff to executive leadership. Each service component is overseen by a director with expertise in the area.

While this program has been tremendously successful, it is currently at risk due to state funding concerns. Without support these programs would lapse and the households served would be exited to homelessness.

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with Community Corrections. Staff recommends the Board authorize Commissioner Tootie Smith, Chair to sign on behalf of the Board of County Commissioners and on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,



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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN HOUSING AUTHORITY OF CLACKAMAS COUNTY
AND CLACKAMAS COUNTY COMMUNITY CORRECTIONS**

“THIS AGREEMENT (this “Agreement”) is entered into between the Housing Authority of Clackamas County (“HACC”) and Clackamas County, a political subdivision of the State of Oregon, on behalf of Clackamas County Community Corrections (“CCCC”), collectively referred to as the “Parties” and each a “Party.” HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes.”

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

County has requested, and HACC has agreed, that HACC provide funding to cover housing needs for County’s Community Corrections clients who have disabling conditions that are currently housed in supportive mental health housing.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2022, whichever is sooner.
2. **Scope of Work.** CCCC agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein (“Work”).
3. **Consideration.** HACC agrees to pay CCCC, from available and authorized funds, a sum not to exceed **Three Hundred Forty Three Thousand Sixty Four Dollars (\$343,064)** for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, payment will be contingent on recipient of Metro Supportive Housing Services funds to the HACC. CCCC shall submit itemized monthly invoices for reimbursement payments to HACC. CCCC shall only use the funds provided under this Agreement for the purposes described in Exhibit A. CCCC may begin accruing expenditures against this contract on July 1, 2021. Reporting requirements in Exhibit B will be reviewed quarterly by HACC.
5. **Representations and Warranties.**
 - A. *County Representations and Warranties:* County represents and warrants to HACC that CCCC has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
 - B. *HACC Representations and Warranties:* HACC represents and warrants to CCCC that HACC has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.

C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either HACC or CCCC may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either HACC or CCCC 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 begins 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. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. HACC or CCCC 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.
- D. Either Party may terminate this Agreement in the event the terminating Party fails to receive expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or the terminating Party is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, HACC agrees to indemnify, save harmless and defend CCCC, 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 arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of HACC or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which HACC has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, CCCC agrees to indemnify, save harmless and defend HACC, 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 arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of CCCC or its officers, elected

officials, owners, employees, agents, or its subcontractors or anyone over which CCCC has a right to control.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. 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.

A. Vahid Brown or their designee will act as liaison for HACC.

Contact Information:

VBrown@clackamas.us

Malcom McDonald or their designee will act as liaison for CCCC.

Contact Information:

malcolmmcd@clackamas.us

10. **General Provisions.**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Housing Authority of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between HACC and CCCC that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by CCCC of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby

integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.

- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly 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. **Access to Records.** CCCC shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. CCCC shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, CCCC shall permit HACC's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the District's Project Manager.
- F. **Hazard Communication.** CCCC shall notify HACC prior to using products containing hazardous chemicals to which HACC employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon HACC's request, CCCC shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **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.

- I. **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.
- J. **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.
- K. **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.
- L. **No Third-Party Beneficiary.** HACC and CCCC are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** CCCC shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from HACC, which shall be granted or denied in HACC's sole discretion. HACC's consent to any subcontract shall not relieve CCCC of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (E), (G), (H), (I), (J), (L), (O), (R), (T) and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.

- P. **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.
- Q. **Time is of the Essence.** CCCC agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither HACC nor CCCC shall be held responsible for delay or default caused by events outside of CCCC or HACC's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, CCCC shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** CCCC acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by CCCC or its employees or agents in the performance of this Agreement shall be deemed confidential information of HACC ("Confidential Information"). CCCC agrees to hold Confidential Information in strict confidence, using at least the same degree of care that CCCC 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 Agreement.
- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

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

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Commissioner Tootie Smith, Chair
Commissioner, Sonya Fischer
Commissioner, Paul Savas
Commissioner, Martha Schrader
Commissioner, Mark Shull
Resident Commissioner, Anne Leenstra

Signing on Behalf of the
Housing Authority Board

CLACKAMAS COUNTY

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

Signing on Behalf of the Clackamas
County Board of Commissioners

Commissioner Tootie Smith, Chair

Commissioner Tootie Smith, Chair

County Counsel



Approved to Form

08/03/2021

Date

Exhibit A SCOPE OF WORK

Background:

With the funds, provided by HACC under this Agreement, Clackamas County Community Corrections (CCCC) will continue to fund an existing program partnership with Bridges to Change (BTC) for housing needs related to CCCC's most vulnerable participants who experience severe and persistent mental illness and need programming-related support to maintain stable housing. BTC provides the supportive mental health housing in two separate houses: Serenity and Haven. Serenity house provides support for eight women in the program with one live in house manager. Haven house supports 11 men in the program with one live in house manager. The Mental Health Housing program in both houses has certified recovery mentors, behavioral health care providers and probation officers that participate with the participant care team.

Budget:

Total combined 12-month program and housing cost in FY22 is **\$347,064**. CCCC may use the funds provided under this Agreement for the following:

1. Staffing: The program staffing model is 4.43 FTE totaling \$213,586
 - a. Salaries and Wages: \$166,768
 - i. 2 FTE Male Peer Mentor
 - ii. 1.5 FTE Female Peer Mentor
 - iii. 0.5 FTE Program Manager
 - iv. 0.08 FTE Associate Director of Peer Services
 - v. 0.35 FTE live-in House Managers (staff are provided free rent and work minimal hours, with Peer support primarily provided by Peer Mentors)
 - b. Payroll taxes budgeted at 10% of Salaries/Wages: \$16,677
 - c. Benefits based on actual employer contribution of individual benefits: \$24,505
 - d. Software: Electronic Health Record and HMIS license fees: \$4,587
 - e. Professional Development: Estimated at \$1,050

2. Supportive Services: Housing occupancy costs and other direct expenses for housing and programming totaling \$100,927
 - a. Combined House Rent: \$22,920 (note Clackamas County owns the home at SE River Rd, so Bridges to Change only pays utilities)
 - b. Combined House utilities and other expenses directly tied to the houses \$19,024
 - c. Combined Housing Costs: Includes allocation of Bridges to Change facilities and housing team, maintenance costs, housing supplies (toilet paper, cleaning supplies, etc), maintenance vehicles, and other housing expenses challenging to allocate directly to individual homes. Allocation method is based on total bed capacity by house. \$17,142
 - d. Program costs including rent, utilities, program supplies, computer supplies, and copying based on Clackamas County Office allocation. \$26,049
 - e. Auto Expense: Mental Health program van expense \$1,000

f. Shared Cost Allocation: CCCC allocation for insurance, training, mileage, and other benefits/fees that are challenging to allocate directly but do not qualify as “administrative”. Allocation method is based on FTE by program: \$14,791

3. Flexible Funding: Client services and recreation totaling \$1,000

4. Administration: Based on 10% Federal De Minimis rate totaling \$31,551

Additional:

CCCC will continue the existing contract with BTC. If contract is amended or canceled, CCCC will notify HACC within 30 days.

Exhibit B

SHS Data Tracking and Reporting

Reporting

CCCC will ensure BTC complies with all Supportive Housing Services data entry requirements for the Homeless Management Information System (HMIS). Data entry is required at program start, annual assessment (where applicable), and program exit. This information is to be reported on HMIS data forms which the County will provide on an as-needed basis. See attached HMIS data forms. All HMIS data forms are subject to change. Within the Program Start assessment, data must be entered to distinguish between Population A and Population B, as defined by the SHS measure.

Population A, defined as people with incomes below 30% AMI, have one or more disabling conditions, and who are experiencing or at imminent risk of experiencing long-term or frequent episodes of literal homelessness; and

Population B, defined as people who are experiencing homelessness or have substantial risk of experiencing homelessness.

BTC is required to complete all data elements in HMIS within 5 business days of data collection. All data must be complete and accurate by the 14th day after the end of each quarter.

BTC is required to offer a CHA assessment within one week of participant moving into the transitional housing program. The CHA data must be entered into HMIS. If the participant declines to be assessed through CHA, a case note documenting the refusal must be noted.

HACC will provide BTC with necessary HMIS and CHA training both initially and on-going, as needed.

How data will be tracked

Each service provider will be required to enter a standardized list of data elements in the Homeless Management Information System (HMIS) for each member of each household served with Supportive Housing Services Funding (SHS) funding. Creating and updating this standardized list of data elements is done with tri-county coordination. Data elements currently include items such as: name, date of birth, race, ethnicity, gender, veteran status, health insurance info, disability status, monthly income, non-cash income types, and history of homelessness.

How the data will be used

Data entered into HMIS by each service provider will contribute to system-wide data measures. Each measure includes sub-measures where further evaluation based on equity (race and ethnicity data) and priority population served (A/B) is done. Additionally, in most cases, measurement can be done at the program level, to identify strengths and areas for improvement.

System-wide Measures include:

1. Number of households in need

2. Length of time individuals and families spend in a homeless situation, on average
3. Number of new units created
4. Number of households newly placed into permanent housing and number of households assisted with homelessness prevention funds
5. Rate of those placed in permanent housing who retained that housing both during program participation and after program completion
6. Rate of households who were placed in permanent housing, but subsequently returned to homelessness

Local Clackamas County measures may be added in the future. HMIS training and support will be provided.

Attached Data Forms

- Entry
- Interim Review – Annual Review
- Exit

PROGRAM:

COVID-19

(Yes/No)

START DATE:

FORMS ARE DUE TO HMIS PROGRAM AIDE WITHIN 2 DAYS OF PROJECT START DATE

CLIENT SEARCH	(1) Head of HH	(2) Other HH Member	(3) Other HH Member	(4) Other HH Member	(5) Other HH Member
HMIS Client ID #:					
NAME(s):					
Social Security:	__-__-____	__-__-____	__-__-____	__-__-____	__-__-____

U.S. Military Veteran? (Adults only):

No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Yes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client Doesn't Know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client Refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Relationship to Head of HH*:					
	_____	_____	_____	_____	_____

Date of Birth:					
	__/__/__	__/__/__	__/__/__	__/__/__	__/__/__

Gender:

Female	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Male	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trans Female (MTF or Male to Female)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trans Male (FTM or Female to Male)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gender Non-Conforming (i.e. not exclusively male or female)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Race: (CHECK ALL THAT APPLY)

American Indian or Alaska Native	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Asian	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Black or African American	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Native HAW or Other Pacific Islander	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
White	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Ethnicity: (Hispanic/Latino)

Hispanic/Latino (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-Hispanic/Non-Latino (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Relationship to Head of Household:

Self (head of household)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Head of household's child	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Head of household's spouse or partner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Head of household's other relation member (other relation to head of household)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: non-relation member	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	(1)	(2)	(3)	(4)	(5)
HMIS ROI	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Start Date:					
End Date:					
Witness:					
OHCS Release Granted?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Start Date:					
End Date:					
Documentation:					
Signed Statement from Client	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Verbal Consent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Verification from Other Institution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Covered by Health Insurance? (ALL CLIENTS)

Yes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If 'Yes', Source of Health Insurance

Medicaid	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Medicare	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
State Children's Health Insurance Program (CHIP)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Veteran's Administration (VA) Medical Services	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Employer-Provided Health Insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Health Insurance obtained through COBRA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Private Pay Health Insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
State Health Insurance for Adults (OHP)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Indian Health Service Program	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Other (Describe)					

Does the client have a disabling condition? (Required for all household members)

Yes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Disability Type: (Required for all household members)

Alcohol Abuse (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Expected to be of long duration?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If, Yes expected to substantially impairs ability to live independently?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Notes on Disability:					

Drug Abuse (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Expected to be of long duration?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If, Yes expected to substantially impairs ability to live independently?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Notes on Disability:					

	(1)	(2)	(3)	(4)	(5)
Both Alcohol and Drug Abuse (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Expected to be of long duration?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If, Yes expected to substantially impairs ability to live independently?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Notes on Disability:					

Developmental (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Expected to be of long duration?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If, Yes expected to substantially impairs ability to live independently?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Notes on Disability:					

HIV/AIDS (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Expected to be of long duration?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If, Yes expected to substantially impairs ability to live independently?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Notes on Disability:					

Mental Health Problem (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Expected to be of long duration?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If, Yes expected to substantially impairs ability to live independently?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Notes on Disability:					

Physical (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Expected to be of long duration?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If, Yes expected to substantially impairs ability to live independently?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Notes on Disability:					

Chronic Health Condition (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Expected to be of long duration?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If, Yes expected to substantially impairs ability to live independently?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Notes on Disability:					

(1)	(2)	(3)	(4)	(5)
-----	-----	-----	-----	-----

Prior living situation to Project Start Date: (HoH & Adults only)

Emergency shelter, including hotel or motel paid for with emergency shelter voucher (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Place not meant for habitation (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Foster care home or foster care group home (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hospital or other residential non-psychiatric medical facility (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jail, prison or juvenile detention facility (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Long-term care facility or nursing home (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Psychiatric hospital or other psychiatric facility (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Substance abuse treatment facility or detox center (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hotel or motel paid for without emergency shelter voucher (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owned by client, no ongoing housing subsidy (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owned by client, with ongoing housing subsidy (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Permanent housing (other than RRH) for formerly homeless persons (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental by client, no ongoing housing subsidy (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental by client, with VASH subsidy (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental by client, with GPD TIP subsidy (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental by client, with other housing subsidy (including RRH) (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Residential project or halfway house with no homeless criteria (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staying or living in a family member's room, apartment or house (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staying or living in a friend's room, apartment or house (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transitional housing for homeless persons (including homeless youth) (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Describe)	_____	_____	_____	_____	_____
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(1)	(2)	(3)	(4)	(5)
-----	-----	-----	-----	-----

Length of Stay in Previous Place: (HoH & Adults only)

One night or less	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Two nights to six nights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1 week or more, but less than 1 month	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1 month or more, but less than 90 days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
90 days or more, but less than 1 year	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
One year or longer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LENGTH OF TIME ON STREET OR IN AN EMERGENCY SHELTER (ES)

If client entering from ES or place not meant for habitation or stayed fewer than 7 days in previous residence, approximate date homelessness started

Date:	___/___/___	___/___/___	___/___/___	___/___/___	___/___/___
-------	-------------	-------------	-------------	-------------	-------------

If client entering from ES or place not meant for habitation or stayed fewer than 7 days in previous residence - regardless of where they stayed last night - number of times the client has been in ES or place not meant for habitation in the past three years: (HoH & Adults only)

Never in 3 years	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
One time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Two times	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Four or more times	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If client entering from ES or place not meant for habitation or stayed fewer than 7 days in previous residence, total number of months homeless in ES or place not meant for habitation in the past three years (HoH & Adults only)

1 month (this time is the first month)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-12 months (please specify #)	___	___	___	___	___
More than 12 months	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Education Level - Last Grade Completed (All Adults and Heads of Household) :

Less than Grade 5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grade 5 - 6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grade 7 - 8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grade 9 - 11	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grade 12/High School Diploma	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GED	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Some College	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Associate's Degree	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bachelor's Degree	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Graduate Degree	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vocational Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(1)	(2)	(3)	(4)	(5)
-----	-----	-----	-----	-----

Domestic Violence Victim/Survivor

Yes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If yes, domestic violence victim/survivor, when experience occurred:

Within the past 3 months	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 to 6 months ago	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 months to 1 year ago	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
One year ago or more	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If yes for domestic violence, are you currently fleeing?

Yes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Income from any source?: (HoH & Adults only)

Yes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Source of Income: (HoH & Adults only)

Alimony or Other Spousal Support (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
Child Support (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
Earned Income (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
General Assistance (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
Other (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
Pension or retirement income from another job (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
Private Disability Insurance (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
Self-Employment Wages	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
Retirement Income from Social Security (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
SSDI (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
SSI (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____

	(1)	(2)	(3)	(4)	(5)
TANF Temporary Assistance for Needy Families (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
Unemployment Insurance (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
VA Non-Service Connected Disability Pension (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
VA Service Connected Disability Compensation (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
Worker's Compensation (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
TOTAL MONTHLY INCOME	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Non-cash benefit from any source?: (HoH & Adults only)

Yes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Source of Non-Cash Benefit: (HoH & Adults only)

Supplemental Nutrition Assistance Program (Food Stamps) (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
WIC (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
TANF Child Care Services (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
TANF Transportation Services (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other TANF-Funded Services (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other Source (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Interviewer

Interview Date

Case Manager

Date Data Entry Completed

PROGRAM:

INTERIM REVIEW DATE:

FORMS ARE DUE TO HMIS PROGRAM AIDE WITHIN 2 DAYS OF INTERIM REVIEW DATE

CLIENT SEARCH	(1)	(2)	(3)	(4)	(5)
	Head of HH	Other HH Member	Other HH Member	Other HH Member	Other HH Member
HMIS Client ID #:					
NAME(s):					
INTERIM REVIEW TYPE:	<input type="checkbox"/> 90-Day Review	<input type="checkbox"/> 90-Day Review	<input type="checkbox"/> 90-Day Review	<input type="checkbox"/> 90-Day Review	<input type="checkbox"/> 90-Day Review
	<input type="checkbox"/> 6-Month Review	<input type="checkbox"/> 6-Month Review	<input type="checkbox"/> 6-Month Review	<input type="checkbox"/> 6-Month Review	<input type="checkbox"/> 6-Month Review
	<input type="checkbox"/> Annual Assessment	<input type="checkbox"/> Annual Assessment	<input type="checkbox"/> Annual Assessment	<input type="checkbox"/> Annual Assessment	<input type="checkbox"/> Annual Assessment
	<input type="checkbox"/> Update	<input type="checkbox"/> Update	<input type="checkbox"/> Update	<input type="checkbox"/> Update	<input type="checkbox"/> Update

ROI (Release of Information) TAB

Release Granted?

HMIS ROI STILL VALID

OHCS Release Granted?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Start Date:					
End Date:					
Documentation:					
Signed Statement from Client	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Verbal Consent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Verification from Other Institution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Covered by Health Insurance?

NO CHANGES IN HEALTH INSURANCE FOR ENTIRE FAMILY

	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Medicaid	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Medicare	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
State Children's Health Ins. (CHIP)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Veteran's Administration (VA) Medical Services	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Employer-Provided Insurance.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Health Insurance through COBRA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Private Pay Health Insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
State Health Ins. for Adults (OHP)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Indian Health Service Program	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Other (Describe)					

Disability Type:

NO CHANGES IN DISABILITY FOR ENTIRE FAMILY

	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alcohol Abuse (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Drug Abuse (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Both Alcohol and Drug Abuse	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Developmental (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
HIV/AIDS (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Mental Health Problem (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Physical (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Chronic Health Condition (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

	(1)	(2)	(3)	(4)	(5)
Source of Income:	<input type="checkbox"/> NO CHANGES WITH INCOME STATUS AND AMOUNTS				
Alimony or Other Spousal Support (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
Child Support (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
Earned Income (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
General Assistance (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
Other (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
Pension or retirement income from another job (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
Private Disability Insurance (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
Retirement Income from Social Security (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
Self Employment Wages	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
SSDI (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
SSI (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
TANF Temporary Assistance for Needy Families (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
Unemployment Insurance (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
VA Non-Service Connected Disability Pension (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
VA Service Connected Disability Compensation (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
Worker's Compensation (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
TOTAL MONTHLY INCOME	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

	(1)	(2)	(3)	(4)	(5)
Non-cash benefit	<input type="checkbox"/> NO CHANGES WITH NON-CASH BENEFITS				
Supplemental Nutrition Assistance Program (Food Stamps) (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
WIC (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
TANF Child Care Services (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
TANF Transportation Services	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Other TANF-Funded Services (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Other Source (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC

	(1)	(2)	(3)	(4)	(5)
DV Victim/Survivor	<input type="checkbox"/> NO CHANGES WITH DV STATUS				
Within the past 3 months	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 to 6 months ago	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Currently fleeing?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Case Manager _____

Interview Date _____

Date Data Entry Completed _____ Initials _____

HMIS DATA FORM

EXIT

PROGRAM

PROJECT EXIT DATE:

FORMS ARE DUE TO HMIS PROGRAM AIDE WITHIN 2 DAYS OF PROJECT EXIT DATE

	(1) Head of HH	(2) Other HH Member	(3) Other HH Member	(4) Other HH Member	(5) Other HH Member
HMIS Client ID #:					
NAME(s):					

INCLUDE ALL HOUSEHOLD MEMBERS IN EXIT

Reason for Leaving:					
Completed Program					
Criminal activity / violence					
Death					
Disagreement with rules/persons					
Left for housing opp. Before completing program					
Needs could not be met					
Non-compliance with program					
Non-payment of rent					
Other					
Reached maximum time allowed					
If Other, Specify:					

Destination: (All Clients)

Deceased (HUD)					
Emergency shelter, including hotel or motel paid for with emergency shelter voucher (HUD)					
Foster care home or foster care group home (HUD)					
Hospital (non-psychiatric) (HUD)					
Hotel or motel paid for without emergency shelter voucher (HUD)					
Jail, prison or juvenile dention					
Long-term care facility/nursing home					
Owned by client, no ongoing housing subsidy (HUD)					
Owned by client, with ongoing housing subsidy (HUD)					
Permanent housing (other than RRH) for formerly homeless					
Place not meant for habitation					
Psychiatric hospital or other psychiatric facility (HUD)					
Rental by client, no ongoing housing subsidy (HUD)					
Rental by client, with VASH subsidy					
Rental by client, GPD TIP subsidy					

HMIS DATA FORM

EXIT

	(1)	(2)	(3)	(4)	(5)
Rental by client, with other housing subsidy (including RRH) (HUD)					
Residential project or halfway house with no homeless criteria					
Staying or living with family, temporary tenure, e.g., room, apartment or house) (HUD)					
Staying or living with friends, temporary tenure, e.g., room, apartment or house) (HUD)					
Transitional housing for homeless persons (including homeless youth)					
No exit interview completed (HUD)					
Client refused (HUD)					
If Other, Specify:					

Covered by Health Insurance? (ALL CLIENTS)	NO CHANGES IN HEALTH INSURANCE FOR ENTIRE FAMILY				
Yes					
No					
Client doesn't know					
Client refused					

If 'Yes', Source of Health Insurance

	Yes			No			DNC					
Medicaid	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
Medicare	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
State Children's Health Ins. (CHIP)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
Veteran's Administration (VA) Medical Services	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
Employer-Provided Health Insuran.	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
Health Insurance through COBRA	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
Private Pay Health Insurance	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
State Health Ins. for Adults (OHP)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
Indian Health Service Program												
Other (Describe)												

HMIS DATA FORM

EXIT

	(1)	(2)	(3)	(4)	(5)
--	-----	-----	-----	-----	-----

Does the Client have a Disabling Condition? (Required for all household members)

	<input type="checkbox"/> NO CHANGES IN DISABLING FOR ENTIRE FAMILY				
Yes					
No					
Client doesn't know					
Client refused					

Disability Type: (Required for all household members)

Alcohol Abuse (HUD)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Drug Abuse (HUD)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Both Alcohol and Drug Abuse	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Developmental (HUD)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
HIV/AIDS (HUD)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Mental Health Problem (HUD)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Physical (HUD)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Chronic Health Condition (HUD)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

Income from any source?: (HoH & Adults only)

Yes					
No					
Client doesn't know					
Client refused					

Source of Income: (HoH & Adults only)

Alimony or Other Spousal Support (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
	\$ _____			\$ _____			\$ _____			\$ _____		
Child Support (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
	\$ _____			\$ _____			\$ _____			\$ _____		
Earned Income (HUD)												
General Assistance (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
	\$ _____			\$ _____			\$ _____			\$ _____		
Other (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
	\$ _____			\$ _____			\$ _____			\$ _____		
Pension or retirement income from another job (HUD)												
Private Disability Insurance (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
	\$ _____			\$ _____			\$ _____			\$ _____		
Retirement Income from Social Security (HUD)												
Self Employment Wages	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
	\$ _____			\$ _____			\$ _____			\$ _____		
SSDI (HUD)												
SSI (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
	\$ _____			\$ _____			\$ _____			\$ _____		
TANF Temporary Assistance for Needy Families (HUD)												
Unemployment Insurance (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
	\$ _____			\$ _____			\$ _____			\$ _____		
VA Non-Service Connected Disability Pension (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
	\$ _____			\$ _____			\$ _____			\$ _____		
VA Service Connected Disability Compensation (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
	\$ _____			\$ _____			\$ _____			\$ _____		
Worker's Compensation (HUD)												
TOTAL MONTHLY INCOME	\$ _____			\$ _____			\$ _____			\$ _____		

Notes:

HMIS DATA FORM

EXIT

(1)	(2)	(3)	(4)	(5)
-----	-----	-----	-----	-----

Non-cash benefit from any source?: (HoH & Adults only)

Yes				
No				
Client doesn't know				
Client refused				

Source of Non-Cash Benefit: (HoH & Adults only)

Supplemental Nutrition Assistance Program (Food Stamps) (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
WIC (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
TANF Child Care Services (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
TANF Transportation Services	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
Other TANF-Funded Services (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
Other Source (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC

Case Manager _____

Interview Date _____

Date Data Entry Completed _____

Initials _____

Notes:

SERVICE TRANSACTIONS TAB

	ALL HH MEMBERS	EHA	LIRHF \$ Amt Required	HUD	OTHER:
Service List (Check all that Apply)					
AIDS/HIV CONTROL					
CASE/CARE MANAGEMENT					
CHILD CARE PROVIDERS					
COVID-19					
EDUCATION					
EMPLOYMENT					
FOOD					
HEALTH CARE					
HOUSING COUNSELING (landlord/tenant counseling)					
HOUSING/SHELTER					
LANDLORD/TENANT ASSISTANCE					
LEGAL SERVICES					
LIFE SKILLS EDUCATION					
MATERIAL GOODS					
MENTAL HEALTH & SUBSTANCE ABUSE					
MOVING EXPENSE ASSISTANCE					
OUTREACH PROGRAMS					
RENT PAYMENT ASSISTANCE					
RENTAL DEPOSIT ASSISTANCE					
SUBSTANCE ABUSE					
TRANSPORTATION					
UTILITY ASSISTANCE					
UTILITY DEPOSIT ASSISTANCE/UTILITY ASSISTANCE					

August 19, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to execute Amendment #1 to the contract between Housing Authority of Clackamas County and Kantor Taylor, PC for legal services for the financing of low income housing tax credit (LIHTC) and real estate transactions.

Purpose/Outcomes	Approval to execute Amendment #1 to the contract between the Housing Authority of Clackamas County and Kantor Taylor, PC for legal services for the financing of low income housing tax credit (LIHTC) and real estate transactions.
Dollar Amount and Fiscal Impact	Total contract value increasing by \$150,000 and term extended to April 2025
Funding Source	These are LIHTC project expenses that are paid for from individual project development budgets. No general funds are used.
Duration	July 2021 - April 30, 2025
Previous Board Action	N/A
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Build public trust through good government
Counsel Review	A.N. May 13, 2021, August 3, 2021
Contact Person	Jill Smith, HACCC Executive Director (503) 502-9278
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department is requesting approval to execute Amendment #1 to the contract between the Housing Authority of Clackamas County and Kantor Taylor, PC for legal services for the financing of low income housing tax credit (LIHTC) and real estate transactions.

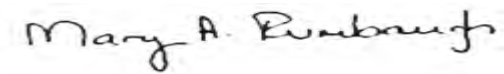
Kantor Taylor was procured in May of 2019 to provide legal services for real estate transactions, entity formation, and assisting in the review and analysis of investor and lender proposals and matters reasonably related to the same including but not limited to, transaction structuring, drafting of real estate acquisition documents, review and negotiation of debt and equity financing documents, construction contracts, leases, management agreements, condominium documents, easements and shared use agreements, development services agreements, coordinating title and survey requirements of these investors and lenders, and coordination on the actual closing process.

The original agreement was in the amount of \$150,000 and was approved by Stephen Madkour prior to solicitation. The original agreement has reached the limit of the approved budget authority expended on the financial closings of Hillside Manor and the Webster Road Redevelopment, so HACC is requesting approval of Amendment #1 in order to continue to work through the repositioning of our Public Housing portfolio, specifically the Hillside Park redevelopment. Amendment #1 will both increase the amount of the contract by \$150,000 and extend the term of the contract from April 2022 to April 2025.

RECOMMENDATION:

Staff recommends that the Board approve the Contract Amendment between Kantor Taylor, PC and HACC and authorize Chair Smith to sign the amendment on behalf of the Clackamas County Housing Authority Board.

Respectfully submitted,

A handwritten signature in black ink that reads "Mary A. Rumbough". The signature is written in a cursive style with a large initial 'M' and 'R'.

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

Housing Authority of Clackamas County
Agreement for Legal Services for Financing of Low Income Housing Tax Credit (LIHTC)
and Real Estate Transactions

This Agreement for Legal Services (“Agreement”) is entered into between the Housing Authority of Clackamas County, a public corporation organized under ORS Chapter 456 (“HACC”) and Kantor Taylor, PC (“Firm”) in consideration of the mutual covenants and conditions stated below.

1.0 Purpose, Scope, Duration

1.1 HACC hires Firm to act as an attorney for HACC with respect to low income housing tax credits (LIHTC) real estate transactions, entity formation, and assisting in the review and analysis of investor and lender proposals and matters reasonably related to the same including but not limited to, transaction structuring, drafting of real estate acquisition documents, review and negotiation of debt and equity financing documents, construction contracts, leases, management agreements, condominium documents, easements and shared use agreements, development services agreements, coordinating title and survey requirements of these investors and lenders, and coordination on the actual closing process. HACC expressly engages Firm on a “time and material” basis, not on a retainer basis.

1.2 Firm shall not begin to perform legal services with respect to any matter without consultation with, and written authorization from, HACC to provide the requested legal services. Nothing herein shall be construed as a promise, commitment, or other obligation that HACC will request legal services. Firm expressly assumes the risk that HACC may not request any legal services from Firm during the term of this Agreement.

1.3 This Agreement shall be effective upon the date of last signature, and expire on April 30, 2022.

1.4 It is understood that HACC, and not Firm, shall handle all communications with the public or media on County matters.

1.5 The HACC Contract Representative for this Agreement is Angel Sully, Housing Developer. The County Counsel Liaison is Andrew Naylor, Assistant County Counsel.

2.0 Relationship between Firm and HACC

2.1 The relationship of Firm to HACC arising out of this Agreement shall be that of attorney and client. Firm shall assist the HACC in the provision of legal services, including consultation with the officers of County as necessary and upon written request by HACC.

2.2 HACC staff shall assist Firm in locating, developing and providing any documentation necessary to support the legal services provided by Firm.

3.0 Personnel and Staffing

3.1 Firm agrees that Mark Kantor, a partner of Firm, shall have primary supervisory responsibility for the legal services performed hereunder, shall have discretion to use additional professionals of Firm to provide needed support, shall be available and designated as the contact person with HACC or designee during the term of this Agreement, and shall arrange for work to be handled efficiently and productively considering cost and expertise.

3.2 Where additional staff is needed to substitute or fill in due to Firm’s staffing problems, HACC will not be billed for the start-up cost of educating them in the case. Firm will minimize costs by

relying on junior attorneys or legal assistants for less demanding tasks, and upon partners where their skill and experience will result in more effective, economical efforts.

3.3 Where staff from outside the Firm is needed in the best judgment of the supervisory partner, prior approval of HACC or designee must be obtained before such additional staff is retained. HACC will not be responsible for the fees and costs of such additional staff if prior approval has not been given.

4.0 Billing and Compensation

4.1 Unless a different fee structure is otherwise mutually agreed to by the parties, in writing, for specific work or projects, the Firm shall submit for HACC's approval bills for legal services rendered and expenses incurred. Such bills shall contain a time log with the name of each partner, associate, or legal assistant who worked on the matter, the hourly rate of each, the number of hours worked by each, a reference to the matter worked on, a brief description of the work done, and any expenses, all in sufficient detail to provide meaningful explanation. In addition, such bills shall be clearly marked "attorney-client communication, privileged and confidential," and shall include a summary cover sheet listing only the monthly amount to be paid for legal services rendered.

Bills shall be submitted to the HACC by mail or email to: haccap@clackamas.us and copy asully@clackamas.us or US Mail to: PO Box 1510, Oregon City OR 97045.

4.2 Subject to audits, HACC shall pay Firm as compensation for the legal services described above, fees and disbursements for out-of-pocket expenses as described in this Agreement. This amount shall be paid at the hourly billing rates set forth in Attachment A, which is incorporated into this Agreement. The hourly rates listed in Attachment A will remain in effect until at least April 30, 2022. These rates may be adjusted by Firm thereafter with 120 days advance written notice to the HACC Representative.

4.3 Firm shall be reimbursed for all out-of-pocket expenses reasonably incurred while rendering the legal services described in this Agreement, including long distance telephone, delivery, photocopying, filing fees, and charges for transcripts. Charges for transportation, meals, and lodging are expected to be reasonable and may not exceed the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at <https://www.clackamas.us/bids/terms.html>. Firm shall not incur travel expenses without first obtaining the approval of the HACC Representative or designee. No overtime or special staff or clerical services costs shall be billed to HACC unless it is otherwise agreed prior to the rendering of those services.

4.4 Unless approved by HACC Representative or designee in advance, time spent by more than one Firm attorney to attend meetings, witness interviews, depositions, hearings, etc. will not be paid by HACC. HACC specifically requests Firm to minimize occasions where more than one attorney is involved in a telephone conference.

4.5 Unless otherwise agreed to by the parties and evidenced in writing in an amended or new contract, in no event shall the amount payable by HACC to Firm under this Agreement exceed one hundred fifty thousand dollars (\$150,000.00). Firm shall not submit bills for, and the HACC will not pay, any amount in excess of the maximum compensation amount set forth above, regardless of whether the legal services have already been performed.

5.0 Termination

This Agreement may be terminated for the following reasons: 1) This Agreement may be terminated at any time by mutual consent of the parties, or by HACC for convenience upon thirty (30) days' written notice to the Firm; 2) HACC may terminate this Agreement effective upon delivery of notice to Firm, or at such later date as may be established by the HACC, if (i) federal or state laws, rules, regulations, or

guidelines are modified, changed, or interpreted in such a way that either the work under this Agreement is prohibited or HACC is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Firm to provide the services required by this Agreement is for any reason denied, revoked, or not renewed; 3) This Agreement may also be immediately terminated by HACC for default (including breach of contract) if (i) Firm fails to provide services or materials called for by this Agreement within the time specified herein or any extension thereof; or (ii) Firm fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of notice from HACC, fails to correct such failure within ten (10) business days; 4) If sufficient funds are not provided in future approved budgets of HACC (or from applicable federal, state, or other sources) to permit HACC in the exercise of its reasonable administrative discretion to continue this Agreement, or if the program for which this Agreement was executed is abolished, HACC may terminate this Agreement without further liability by giving Firm not less than thirty (30) days' notice.

6.0 Attorney-Client Privilege

The parties will use their best efforts to protect the attorney-client privilege, the attorney work product privilege and any other privileges available to the full extent allowed by law.

7.0 Governing Law and Venue

This Agreement shall be governed by and construed under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between HACC and the Firm that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Firm, by execution of this Agreement, hereby consents to personal jurisdiction of said courts.

8.0 Non Waiver

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

9.0 Entire Agreement; Modification

This Agreement and its attachments constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in a writing signed by both parties.

10.0 Assignment

This Agreement may not be assigned by either party.

11.0 Notice

Any notice to either party hereunder must be in writing signed by the party giving it and delivered postage prepaid by U.S. Postal Service or Canada Post first class, certified, or express mail, or other overnight delivery service, or hand delivered, as follows:

To HACC: Angel Sully PO Box 1510, Oregon City OR 97045

To Firm: Kantor Taylor PC 1200 Fifth Avenue, Ste 1910 Seattle WA 98101

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

12.0 Indemnity and Responsibility for Damages

Firm shall be responsible for all damage to property, injury to persons, loss, and expense which may be caused by, or result from any negligent or willful act or omission of Firm, its subcontractors or employees acting under this Contract, except to the extent caused by the negligence or willful act or omission of any other person. Firm shall save, defend, indemnify, and hold harmless the County and its elected officials, directors, employees, and agents from all liability, loss, expense, claims, suits and actions of any nature resulting from or arising out of any negligent or willful act or omission of Firm, its subcontractors, officers, agents, or employees acting under this Contract, except to the extent caused by the negligence or willful act or omission of any other person.

The foregoing obligations of Firm are conditioned upon and limited to the extent that the HACC provides Firm with prompt written notice of any such claim, suit, action or proceeding and reasonable assistance, at Firm's expense, in the defense thereof. Firm shall have control of the defense and settlement thereof, but neither Firm nor any attorney engaged by Firm shall defend the claim in the name of the HACC, without the prior written consent of the County Counsel. The HACC may, at its election and expense, assume its own defense and settlement in the event that the HACC determines that Firm is prohibited from defending HACC, is not adequately defending its interests, or that an important governmental principle is at issue and HACC desires to assume its own defense.

13.0 Insurance

Firm shall provide insurance as indicated on Attachment B, attached and hereby incorporated by reference. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Agreement for a duration of 24 months.

14.0 Tax Compliance

Firm must, throughout the duration of this Agreement 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 Agreement. Further, any violation of Firm's warranty in this Agreement that Firm 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 Agreement. Any violation shall entitle HACC to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to: (A) Termination of this Agreement, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Firm, in an amount equal to HACC's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. HACC shall be entitled to recover any and all damages suffered as the result of Firm's breach of this Agreement, 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 HACC may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Firm represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, 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 Firm, to Firm's property, operations, receipts, or income, or to Firm's performance of or compensation for any work performed by Firm; (C) Any tax provisions imposed by a political subdivision of this state that applied to Firm, or to goods, services, or property, whether tangible or intangible, provided by Firm; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

15.0 Counterparts/Facsimile Signatures

This Agreement may be executed in counterparts and each counterpart shall be deemed an original, together constituting one agreement.

16.0 Public Procurement Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

17.0 Debt Limitation

This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

18.0 No Third Party Beneficiaries. HACC and Firm are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

19.0 Time is of the Essence. Firm agrees that time is of the essence in the performance this Contract.

20.0 Force Majeure. Neither HACC nor Firm shall be held responsible for delay or default caused by events outside the HACC or Firm's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, HACC's or Firm's reasonable control. Firm shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

21.0 Waiver. The failure of HACC to enforce any provision of this Contract shall not constitute a waiver by HACC of that or any other provision.

22.0 MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. FIRM, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND FIRM AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement by and through their duly authorized representatives as set forth below.

KANTOR TAYLOR PC

HOUSING AUTHORITY OF CLACKAMAS
COUNTY



Authorized Signature Date



By: Stephen L. Madkour Date
Clackamas County Counsel

Mank Kanton Shareholder
Name / Title (Printed)

1535064-99
Oregon Business Registry #

Professional Componation Washington
Entity Type / State of Formation

ATTACHMENT A

FEE SCHEDULE

Kantor Taylor's hourly rates are as follows:

HOURLY RATES

Partner: \$475 _____
Associate: \$300 _____
Paralegal: \$210 _____
Legal Assistant: \$110 _____
Non-Technical (e.g., Clerical, all other employees): \$0 _____

REIMBURSABLE EXPENSES:

Photocopying: \$0.00 _____ / copy
Legal Research: At standard search service rates without markup
Telephone: \$0.00 _____
Faxes: \$0.00 _____ / page
Postage: \$0.00 _____
Courier Delivery: At cost without markup
Travel: At cost without markup
Word Processing: Hourly Rate of employee as stated above

Depending on the nature of the particular project in which we are involved, we often generally use fixed fees as opposed to providing services on an hourly rate. Clients often prefer such an arrangement as it assists in project budgeting as well as providing an opportunity for clients to more readily seek our advice without the concern of increased legal fees. The particular fee depends upon the nature of the project. To the extent HACC would like for Kantor Taylor to provide a fixed fee on a particular project, we would discuss with HACC the scope of work to be performed to establish a fee that would appropriately compensate Kantor Taylor within the framework of the project budget.

Travel and other expenses

Travel expenses are reimbursable in accordance with the County Contractor Travel Reimbursement Policy, hereby incorporated by reference. Travel and expense reimbursement is not in addition to the not to exceed amount.

**ATTACHMENT B
INSURANCE**

During the term of this Agreement, Firm shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Firms with one or more workers, as defined by ORS 656.027.

Firm, its subcontractors, if any, and all employers providing work, labor, or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County.

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. Required by County Not required by County.

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Agreement.

4. Required by County Not required by County.

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$500,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. Certificates of Insurance. As evidence of the General Liability and Automobile Liability insurance coverage required by this Agreement, the Firm shall furnish an endorsement from the insurance company naming the HACC and its elected officials, directors, employees and agents as additional insureds with respect to the work of this Agreement. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the HACC. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Firm or its insurer(s) to HACC at the following address: Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.



KANTTAY-02

ABOWERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC P.O. Box 3018 Bothell, WA 98041	CONTACT NAME: PHONE (A/C, No, Ext): (425) 489-4500 FAX (A/C, No): (425) 485-8489 E-MAIL ADDRESS: now.info@hubinternational.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Continental Casualty Company 20443 INSURER B : Starstone Insurance Limited INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Kantor Taylor PC 1200 FIFTH AVENUE, SUITE 1910 Seattle, WA 98101	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJEC <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea.occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A						PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Pro Liability			287225018	3/14/2019	3/14/2020	Per Claim/Agg 5,000,000
B	Excess Professional			W80706192APL	3/14/2019	3/14/2020	Per Claim/Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence Only
Primary Professional Liability Deductible Per Claim: \$25,000

CERTIFICATE HOLDER **CANCELLATION**

Housing Authority of Clackamas County Procurement Division 2051 Kaen Road Oregon City, OR 97045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB INTERNATIONAL NORTHWEST LLC PO BOX 3018 BOTHELL, WA 980413018 (888) 661-3938	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): (888) 661-3938	FAX (A/C, No): (877) 872-7604
E-MAIL ADDRESS: service.center@travelers.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA		
INSURER B : THE TRAVELERS INDEMNITY COMPANY		
INSURER C : THE CHARTER OAK FIRE INSURANCE COMPANY		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
KANTOR TAYLOR PC
1200 5TH AVE
STE 1910
SEATTLE, WA 98101

COVERAGES

CERTIFICATE NUMBER: 138145828001721

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON OWNED AUTO GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____	X		680-8935H427-19	03/05/2019	03/05/2020	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMPIOP AGG	\$4,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP-7569Y037-19	03/05/2019	03/05/2020	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-3N470411-19	04/15/2019	04/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	EMPLOYERS OVERHEAD LIABILITY (STOP)			680-8935H427-19	03/05/2019	03/05/2020		\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED - ADDITIONAL INSURED (CONTRACTORS), AND CG D2 47 , BUT ONLY AS RESPECTS TO LEGAL SERVICES. AN ENDORSEMENT HAS BEEN ADDED TO THE POLICY (OR POLICIES) THAT PROVIDES EARLIER NOTICE OF CANCELLATION, SUBJECT TO THE TERMS OF THAT ENDORSEMENT.

CERTIFICATE HOLDER HOUSING AUTHORITY OF CLACKAMAS COUNTY PROCUREMENT DIVISION 2051 KAEN ROAD, OREGON CITY, OR 97045	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mary Kuckelmann</i>
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LEGAL SERVICES for FINANCING of LOW INCOME HOUSING TAX CREDIT (LIHTC) and REAL ESTATE TRANSACTIONS

for the

HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

CONTRACT AMENDMENT #1

This Contract Amendment #1 is entered into by and between Kantor Taylor, PC (“Firm”) and the Housing Authority of Clackamas County (“HACC”) and it shall become part of the contract entered into by and between the parties on April 30, 2019, described as (“Contract”).

The Purpose of the Amendment #1 is to authorize performance of additional legal services, and to increase the maximum compensation permitted under the Contract by an additional \$150,000.00 for performance of those services. This Amendment #1 will also add three (3) years to the duration of the Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon that the Contract hereby amended as follows:

1. Article 1, The Contract Price, is hereby amended as follows:

Section 4.5 under the heading of Billing and Compensation - Unless otherwise agreed to by the parties and evidenced in writing in an amended or new contract, in no event shall the amount payable by HACC to Firm under this Agreement exceed three hundred thousand dollars (\$300,000.00). Firm shall not submit bills for, and the HACC will not pay, any amount in excess of the maximum compensation amount set forth above, regardless of whether the legal services have already been performed.

The table below summarizes the amendments to the Contract Price of the Contract.

2. Article 2, The Contract Duration, is hereby amended as follows:

Section 1.3 under the heading of Purpose, Scope and Duration – This Agreement shall be effective upon the date of last signature, and expire on April 30 2025.

Original Contract	\$ 150,000.00
Contract Amendment #1	\$ 150,000.00
<hr/>	
Total Amended Contract	\$ 300,000.00

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

(Signature Page to Follow)

LEGAL SERVICES for FINANCING of LOW INCOME HOUSING TAX CREDIT (LIHTC) and REAL ESTATE TRANSACTIONS

for the

HOUSING AUTHORITY OF CLACKAMAS COUNTY

P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

County Counsel



Approved to Form

08/03/2021

Date

**Housing Authority of
Clackamas County Board**

Commissioner Tootie Smith, Chair
Commissioner, Sonya Fischer
Commissioner, Paul Savas
Commissioner, Martha Schrader
Commissioner, Mark Shull
Resident Commissioner, Anne Leenstra

Commissioner Tootie Smith, Chair -
Signing on behalf of the Housing Authority Board

Kantor Taylor, PC

Contractor



Authorized Representative's Signature / Date

Mark Kantor, Principal

Authorized Representative's Name / Title

1535064-99

Federal I.D. Number

1200 Fifth Avenue, Ste 1210 Seattle WA 98101

Business Address – street, city, state, zip

Housing Authority of Clackamas County

Owner

Authorized Representative's Signature / Date

Commissioner Tootie Smith, Chair

Authorized Representative's Name / Title

HACC, PO Box 1510, Oregon City, OR 97045

Business Address – street, city, state, zip

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

In the Matter of Recognizing the
Economic Impacts of Historical
Weather Events on Clackamas
County's Agricultural Sector



Resolution No. _____
Page 1 of 3

WHEREAS, Clackamas County has experienced the compounding effects of fire, ice, and heat leading to systemic crop failure and the potential for economic disaster for thousands of Clackamas County farmers; and

WHEREAS, the State of Oregon is one of the most productive agricultural regions in the country. The state's fertile soil, temperate climate and protected farmland allow for a robust agriculture, food, and fiber industry producing over 220 commodities and specialty crops; and

WHEREAS, according to the Oregon Department of Agriculture, Oregon's agriculture directly and indirectly contributes 686,518 jobs, \$29.71 billion in wages, \$12.12 billion in taxes, and \$2.85 billion in exports to the state's overall economy; and

WHEREAS, Oregon is a leading producer in the nation of a variety of specialty commodity crops including hazelnuts, grass and clover seed, Christmas trees, blueberries, blackcap raspberries, sugar beet seed and rhubarb. Its agriculture, livestock, fisheries and specialty products such as bees, honey, lavender, dahlias and mint all contribute to the economic vitality of the State of Oregon and Clackamas County; and

WHEREAS, the majority of Oregon's agricultural production, upwards to 80%, is exported both domestically and internationally, making agriculture an important traded-sector commodity. The majority of volume exported through the Port of Portland is made up of Oregon raised agricultural products making agriculture a significant economic engine to both urban and rural Oregon communities; and

WHEREAS, in September 2020 a rash of wildfires throughout the State and within Clackamas County resulted in destruction of our forest resources, evacuations, and destruction of homes and other property. Hundreds of thousands of acres of Christmas trees and timber were destroyed. The smoke disrupted bee colonies and the tons of forest fire ash generated by these wildfires fell thickly throughout the region and adversely impacted grapes, hazelnuts, berries, and other fall crops on the verge of harvesting; and

WHEREAS, in February 2021, Clackamas County in particular was significantly impacted by an unprecedented winter ice storm that resulted in power outages for over 100,000 residents. Thick layers of ice laced buildings, power lines, trees, plants and vegetation throughout Clackamas County. Fruit trees, hazelnut orchards, and nursery stock across Clackamas County and the Willamette Valley lost limbs and collapsed under the weight of the heavy ice; and

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

In the Matter of Recognizing the
Economic Impacts of Historical
Weather Events on Clackamas
County's Agricultural Sector



Resolution No. _____
Page 2 of 3

WHEREAS, in June 2021, a record-shattering heat wave spread across the State of Oregon. The unprecedented heat dome resulted in some of the highest temperatures ever recorded in the area. Three days of unrelenting heat with temperatures between 108 and 116 degrees scorched blueberries, grapes, blackberries, strawberries, and blackcap raspberries still in the field, fried acres of the prized Christmas trees, damaged developing hazelnuts, and further exacerbated an already existing drought situation; and

WHEREAS, the economic impacts of these events upon Oregon growers were immediate. The long-term damage to these crops and the economic vitality of the industry will not be known for years. These impacts are further intensified because the losses to the annual crops and to the damaged trees may be unmitigated or undercompensated due to a lack of insurance; and

WHEREAS, recently Governor Brown met with the Secretary of U.S. Department of Agriculture Tom Vilsack to discuss the Biden-Harris administration's response to the serious drought and wildfire conditions in Oregon and saw firsthand the impacts of heat and drought stress on the agriculture sector. The meeting underscored the importance of a strong state and federal partnership in helping Oregon's agriculture sector respond to the stresses of increasing climate-related weather events.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS that:

1. Clackamas County recognizes the vital importance that agriculture and its associated sectors play in the economic vitality of the State of Oregon and commits to pursuing resources in the form of emergency relief for economic losses resulting from extreme weather and natural disasters;
2. Clackamas County reaffirms its support for its Performance Clackamas goal of adopting a Climate Action Plan and will pursue funding to address climate change at the local level to allow counties to invest in long-term climate resilience of agricultural lands and businesses;
3. Clackamas County reaffirms its support for its Performance Clackamas goal of increasing food production and food production acres and is committed to safeguarding agricultural and forest lands from non-farm uses, and preventing low density

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

In the Matter of Recognizing the
Economic Impacts of Historical
Weather Events on Clackamas
County's Agricultural Sector



Resolution No. _____
Page 3 of 3

development and sprawl which decreases the economic viability of agricultural lands and increases the risks and costs of wildfire containment

DATED this ___ day of ___ 2021.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

September 9, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Grant Agreement #18869, Amendment #1 with Ride Connection, Inc. to
Provide Funding for Specialized Service Rides Provided by Members of the
Clackamas County Transportation Consortium

Purpose/Outcomes	Funding for Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments
Dollar Amount and Fiscal Impact	The total agreement is \$483,913. This agreement is funded through the agreements with State of Oregon, Dept. of Transportation (ODOT), Special Transportation Formula (STF) Funds.
Funding Source	State of Oregon, ODOT-STF funds. No County General Funds are involved
Duration	Effective July 1, 2020 and terminates on June 30, 2023
Previous Board Action	011719-A2, 120321-A3
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	<ol style="list-style-type: none"> 1. Date of Counsel review: 7/28/21 2. Initials of County Counsel performing review: KR
Procurement Review	<ol style="list-style-type: none"> 1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9870

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests approval of Agreement#18869, Amendment #1 with Ride Connection, Inc. This agreement provides State of Oregon, Special Transportation Formula (STF) funding for rides provided throughout the County by the Hoodland/Welches, NCPRD-Milwaukie, Molalla and Sandy Adult/Senior Community Centers. This agreement adds continued funding for FY2021-22 and FY2022-23 to reimburse these members of the Clackamas County Transportation Consortium for transportation services they provide to Clackamas County seniors and persons with disabilities that reside outside the regular service area of

the Center. These funds help residents to remain independent and engaged in their community as long as possible.

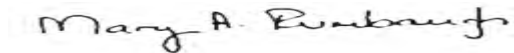
This agreement is specific to the (4) community centers listed above to provide rides in lift equipped mini-buses and/or vans to residents that are outside their Center's service area who wish to come to the Center for activities and/or meals. The transportation services provided by senior centers are primarily to the centers for participation in the nutrition programs and the various services and recreational programs offered at the centers. However, the Centers also provide group transportation for shopping, personal business, and medical appointments in their local area. This agreement also provides funding for these Centers to use taxis to provide transportation to medical facilities outside their service area. In general, transportation is provided weekdays between 8:00 am and 5:00pm.

This agreement is late due to Ride Connection not being able to release agreements to its sub-recipients until TriMet released their agreement and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its agreements for FY21/22 and FY22/23. County Council reviewed and approved this agreement on 7/28/21. No County General Funds are involved.

RECOMMENDATION:

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

Respectfully submitted,



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



**CONTRACT MODIFICATION #1 to 18869
Between Ride Connection, Inc., and Clackamas County Social Services
Original Contract Dated 7/1/2020**

Ride Connection, Inc. (hereinafter "Ride Connection") and **Clackamas County Social Services** (hereinafter "Contractor") agree to the following terms and conditions of the contract cited above:

1. Recitals (1), is deleted in its entirety and replaced with the following:

Ride Connection and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved STF to Subrecipient for Subrecipient's accomplishment of the Project(s). The maximum amount of funding shall be **\$483,913**, in lieu of **\$157,606**, for a total increase of **\$326,307**. These funds shall be used solely for the Project(s) in Exhibit A, and not be used for any other purpose.

2. Section (8), B, Funding, is deleted in its entirety and replaced with the following:

The maximum funding to be disbursed to Subrecipient under this Agreement is:

- Fiscal Year 2021 - **\$157,606**
- Fiscal Year 2022 - **\$160,742**
- Fiscal Year 2023 - **\$165,565**

3. Section (9), Term, is deleted in its entirety and replaced with the following:

The term of this contract shall be from 7/1/2020 through 6/30/2023.

4. Section (10), Communications, is deleted in its entirety and replaced with the following:

Ride Connection:	Subrecipient:
John Whitman	Kristina Babcock
Ride Connection	Clackamas County Social Services
9955 NE Glisan St.	2051 Kaen Rd
Portland, OR 97220	Oregon City, OR 97045-1819

5. Exhibit A, Scope of Work is deleted in its entirety and replaced with Exhibit A, dated July 01, 2021.

6. All other terms of the original contract apply.

Ride Connection and Clackamas County Social Services have executed this **Modification** to the original contract, as cited above, as of the day and year written below.

Entered into Agreement By:

RIDE CONNECTION, INC.

Signature

Julie Wilcke-Pilmer
Printed Name

CEO
Title

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Date

Approved as to Form:

By: *Kathleen Rastetter*
Clackamas County Counsel

Date: 7/28/2021

EXHIBIT A

Clackamas County Social Services

Contract No. 18869

SCOPE OF WORK

July 1, 2021

Project Title: Senior Center Specialized Services

Funding Source Definitions and Restrictions

Project STF Formula Funds Total: \$483,913

The goods and/or services to be provided by Clackamas County include, but are not limited to the following:

A. Participate in Cost Savings Activities:

Clackamas County agrees to participate in coordination activities with Ride Connection and other Transportation providers Ride Connection contracts with to provide transportation services (“Service Partners”) in the network to meet the demand for service in a cost-effective manner.

B. Coordinate Customer Information, Referral, and Trip Scheduling Activities with the Ride Connection Service Center:

Service partners, who utilize the Ride Connection Service Center to coordinate trips, recognize that this service is currently being funded by dollars outside of this contract. Service Partners agree to work with Ride Connection to investigate opportunities and create solutions to recoup costs accrued for the service performed. Not currently applicable to the Clackamas County programs.

C. Establish and Maintain Customer Confidentiality:

Service Partners agree to maintain the confidentiality of all customer records exchanged with Ride Connection or accessed through Ride Connection coordination, scheduling, and dispatch software. In the process of providing service, Service Partners agree to provide only the customer information that is necessary in order for the driver to provide the appropriate level of service for the trip being provided.

D. Provide Shared Capacity Trips:

With increased coordination among service partners, opportunities arise for providers to serve customers who reside in, or have trips originating or ending in areas outside the defined Service Area specified in this contract. Such activity is encouraged to reduce deadhead time on longer distance trips and maximize available capacity. STF Formula funds can be used to cover the costs associated with Shared Capacity Trips. If service boundaries need to be adjusted, partners will be asked to participate in the planning and decision making necessary to align service boundaries with need.

E. Maintain a sufficient number of qualified, approved paid and volunteer drivers and concierge and administrative hours to meet project goals.

F. Recruit volunteer drivers to drive Ride Connection vehicles, or who are willing to provide proof of coverage if driving their own vehicles and who will meet the criteria necessary to allow them to drive for a Ride Connection program.

EXHIBIT A

Clackamas County Social Services

Contract No. 18869

- G. Participate with Ride Connection, TriMet and other partners in the development of local, regional and agency specific service plans. Help recruit customers to actively participate in planning processes and service design.
- H. Increase coordination between Ride Connection, other services partners and TriMet to increase transportation options for older adults and people with disabilities. Share information on customers, trips, and destinations with Ride Connection, TriMet, and other partners and jointly plan new services or service changes.
- I. Coordinate outreach activities with Ride Connection. Perform marketing and outreach to community points that are key destinations for older adults and people with disabilities. Participate in Ride Connection sponsored events.
- J. Increase transportation options available to TriMet ADA eligible individuals who, because of their mobility impairment, geographic barriers, or trip destination, may be difficult for LIFT to serve or may require more personalized attention.
- K. Establish transportation options, for older adults or people with disabilities, in the community at large that encourage group trips to common community destinations such as shopping, recreation, senior centers, and nutrition sites.
- L. Encourage older adults and people with disabilities to become aware of and connect with available transportation and community-based services as an alternative to LIFT ADA paratransit services for some or all of their trips.
- M. Provide Ride Connection with back up documentation for billing line items upon request.
- N. Orient drivers to the agency's transportation program and ensure they comply with required training and are aware of other specialized training opportunities available through Ride Connection to maintain safety of operations.
- O. Attend regular coordination and training meetings to be conducted by Ride Connection.
- P. Allow TriMet, ODOT, or Ride Connection representatives to contact a random sample of clients for monitoring and service verification purposes. Clients will be contacted by mail or phone. Agencies will be given a copy of the questionnaire in advance of mailing.
- Q. Notify Ride Connection as soon as possible of unusual conditions that will affect the delivery of services.
- R. Implement Ride Connection's client donation policy to seek rider donations comparable to the TriMet LIFT fare, when appropriate.
- S. Cooperate in the mutually agreed upon submission of requests for additional public or private funds for program expansion and enhancement.
- T. Cooperate in transportation coordination efforts with other organizations such as churches, schools, businesses, and transportation providers.
- U. Implement customer feedback (i.e. complaint, compliment) procedures for individuals using community-based transportation.
- V. Provide service throughout the contract term.

EXHIBIT A

Clackamas County Social Services

Contract No. 18869

Project Description:

Service is provided to all Clackamas County resident living outside the TriMet district who are either 60 plus or have a disability. Rides are provided using both paid and volunteer drivers. The ride must originate within the service area, anywhere in Clackamas County, but can go to a destination outside the service area. This service is frequently the only option available to riders as most live outside paratransit boundaries.

Providers: Canby Adult Ctr., Estacada Comm. Ctr., Hoodland Sr. Ctr., Molalla Adult Comm. Ctr., Pioneer Comm. Ctr., Sandy Sr. & Comm. Ctr., and the Transportation Reaching People (TRP) Volunteer Driver program. All are members of the Clackamas County Transportation Consortium. Centers are designated focal/access points that provide a single delivery point for seniors and adults with disabilities to access all community-based services.

All riders receive door to door service. Transportation is provided Monday through Friday. Riders simply call the local provider, or TRP, to schedule a ride.

Marketing is not done in the traditional sense. Information about the service is regularly distributed to Community Partners.

Due to the COVID-19 pandemic, Clackamas County will use **FY20-23** monies for the following services and equipment as needed:

- Delivery of meals and pharmaceuticals to seniors and people with disabilities.
- Cleaning and disinfecting measures.
- Personal protection equipment.
- Transportation of personnel for medical and emergency purposes.

Project Funding:

Category	Year 1		Year 2		Year 3		Total	
	STF Award	Total Project Cost	STF Award	Total Project Cost	STF Award	Total Project Cost	STF Award	Total Project Cost
Planning:								
Operating:	\$157,606	\$1,122,633	\$160,742	\$1,132,453	\$165,565	\$1,204,766	\$483,913	\$3,459,852
Capital:						\$8,973		\$8,973
Administrative:		\$35,100		\$35,100		\$35,100		\$105,300
Other (describe):								
Total:	\$157,606	\$1,157,733	\$160,742	\$1,167,553	\$165,565	\$1,248,839	\$483,913	\$3,574,125

EXHIBIT A

Clackamas County Social Services

Contract No. 18869

Project Funding Sources:

Funding Source	Year 1 Amount	Year 2 Amount	Year 3 Amount	Total Amount
Source 1: Funds Requested	\$157,606	\$160,742	\$165,565	\$483,913
Source 2: STF Ride Connection Pass Through	\$336,022	\$342,706	\$527,106	\$1,205,834
Source 3: STF County Consortium	\$32,550	\$32,550	\$34,532	\$99,632
Source 4: 5310 County Consortium	\$38,973	\$38,973	\$40,800	\$118,746
Source 5: STIF County Consortium	\$146,963	\$146,963	\$45,217	\$339,143
Source 6: OAA Title III-B	\$150,000	\$150,000	\$150,000	\$450,000
Source 7: Medicaid for Waivered Non-Medical Transportation	\$33,450	\$33,450	\$33,450	\$100,350
Source 8: In-District (TriMet)	\$206,669	\$206,669	\$206,669	\$620,007
Source 9: Sr. Ctr. Agency Other	\$25,000	\$25,000	\$25,000	\$75,000
Source 10: Rider Donations	\$30,500	\$30,500	\$20,500	\$81,500
Total:	\$1,157,733	\$1,167,553	\$1,248,839	\$3,574,125

Project Measurables:

Measurable	Year 1:	Year 2:	Year 3:
One way Rides	N/A	N/A	N/A
Senior/Person w/ Disability One way Rides	5,750	5,750	6,300
Total paid driver hours	3,000	3,000	2,150
Total volunteer driver hours (increase in hours over FY18 baseline)	200	200	100
Cost per trip			
# of individuals served	350	350	
Vehicle Hours	N/A	N/A	
Vehicle Miles	46,500	46,500	35,000

September 9, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Agreement #18950 with
Ride Connection, Inc. to Provide Funding for Rides Provided
by the Social Services Division-Transportation Reaching People Unit

Purpose/Outcomes	Funding for Social Services-Transportation Reaching People and transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments.
Dollar Amount and Fiscal Impact	Amount \$4,182. The contract is funded through the agreements with State of Oregon, Elderly and Disabled Transportation Fund – Federal Transit Administration 5310 Grant
Funding Source	Federal Transit Administration 5310 Grant. No County General Funds are involved
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	None
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.
Counsel Review	1. Date of Counsel review: 7/27/21 Initials of County Counsel performing review: KR
Procurement Review	1. Was this processed through Procurement? No 2. In no, provide brief explanation: This is a Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S# 10298

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of Agreement #18950 with Ride Connection, Inc. This Agreement provides funding for rides that originate inside the TriMet service district and are provided by volunteer drivers through the Transportation Reaching People (“TRP”) program at Social Services. This is continued funding for FY2021-22 to pay a mileage reimbursement stipend to volunteer drivers of the Ride Together program within TRP. These funds help residents to remain independent and engaged in their community as long as possible.

Any disabled adult or person over the age of 65 living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services TRP program. The Ride Together program provides an additional flexible resource to these residents.

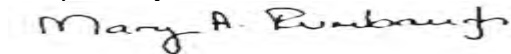
Someone in need of transportation services who has a friend or neighbor who is willing to meet some of their transportation needs can register with the Social Services TRP program. After completing a background check and training, the driver can be reimbursed for approved mileage. The Rider and Driver coordinate the dates and times of these rides which provides the flexibility to meet the Riders evening and weekend transportation needs that other programs cannot currently provide. These volunteer drivers undergo the same screening and receive the same training as all the other Clackamas County Transportation Consortium drivers.

This agreement is late due to Ride Connection not being able to release agreements to its sub-recipients until TriMet released their agreement and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its agreements for FY21/22. County Council reviewed and approved this agreement on 7/27/21. No County General Funds are involved.

RECOMMENDATION:

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

Respectfully submitted,



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

**SERVICES AGREEMENT #18950
BETWEEN
Ride Connection and Clackamas County Social Services**

PARTIES:

1. Ride Connection, Inc. ("Ride Connection" or "Recipient"), and
2. Clackamas County, a political subdivision of the State of Oregon, on behalf of its Health, Housing & Human Services Department, by and through the Social Services Division ("Subrecipient")

RECITALS:

1. In the reauthorization of the Transportation Bill (MAP-21) signed into law on July 6, 2012, federal funding was established for programs that meet the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs.
2. Pursuant to federal requirements, a selection process has been conducted and Subrecipient was selected for a project through this process.
3. Ride Connection and Subrecipient enter into this Subrecipient Agreement (the "Agreement") for the purpose of procuring Subrecipient's services, for which payment in part shall be from 5310 Funds.

AGREEMENTS:

1. General

- A. Scope of Agreement - This Agreement contains the terms and conditions that governs all services, and deliverables, (the "Services") to be performed by Subrecipient during the Term of this Agreement, which shall be amended as needed for one or more projects. However, execution of this Agreement does not obligate Ride Connection to award any Services to Subrecipient, other than the initial scope of Services attached in Exhibit A.
 - (1) This Agreement consists of this document, all Exhibits or other attachments, and other documents referenced herein and incorporated by this reference. Subrecipient shall comply with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (a) the terms and conditions applicable to a "Recipient" set forth in the Prime Contract; (b) OMB Circular 2 CFR 200 (c) FTA Master Agreement, (d) Annual Certifications and Assurances, and (e) FTA C 9070.1G.
 - (2) Subrecipient agrees to comply with all Subrecipient monitoring policies, procedures, and other requirements that may be established by Ride Connection, including but

- B. Scope of Services and Changes - Subrecipient agrees that it is under a continuing obligation to comply with the foregoing requirements, as they be modified or amended from time to time. Subrecipient further agrees to execute the funded activities described in Exhibit A, in accordance with the terms of those requirements, as they may be amended during the term of this Agreement. This Agreement is subject to any amendments required as a result of agreement between TriMet and Ride Connection or pass-through obligations affecting Subrecipient's scope of Services, and is hereby amended to incorporate those changes. In the event any change to the Services as requested by Ride Connection results in a material increase or decrease in the Services, then an equitable adjustment in the total compensation owed to Subrecipient by Ride Connection shall be determined by Ride Connection and subsequent payments adjusted accordingly. Similarly, if any change to the Services results in a material change to the project schedule, it shall also be accordingly determined and adjusted by Ride Connection after consultation with Subrecipient.
- C. Schedule - Subrecipient and Ride Connection agree that time is of the essence for all activities comprising the Services under this Agreement.
- D. Audit Right - Subrecipient agrees that Ride Connection rights of audit and review under Paragraph 2 of this Agreement specifically include Subrecipient's financial records, management and program systems, and any associated records. Subrecipient shall comply with any monitoring and audit requirements established by Ride Connection pertaining to this Agreement.
- E. Subcontracts - Subrecipient shall not enter into subcontracts for performance of Services under this Agreement except as may be specifically authorized by this Agreement in the attached and incorporated Exhibit A. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract entered into. Subrecipient agrees that any subcontractor performing services under this Agreement shall comply with the requirements of this Agreement including FTA third-party agreement contract provisions and requirements, as may be amended, and shall enter into a written agreement with each subcontractor requiring the incorporation of those requirements as applicable to each tier. Any delay or defect in the performance of any part of Subrecipient's Services shall not relieve Subrecipient of its primary obligation under this Agreement to ensure timely and satisfactory performance of all the Services. Any subcontractor delay or defect in performance under this Agreement shall be subject to the indemnification provisions of Section 7. Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies" 49 CFR Part 31, apply to its actions pertaining to the Services under this Agreement. Upon execution of this Agreement, Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or cause to be made pertaining to this Agreement. In addition to other penalties that may be applicable, Subrecipient acknowledges that if it makes, or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.
- (1) Subrecipient also acknowledges that if it makes, or causes to be made a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal

Government under an Agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under 49 U.S.C. Chapter 53 or any other Federal law, the Government reserves the rights to impose penalties of 18 U.S.C. 1001 and 49 U.S.C 5323(1) on Subrecipient, to the extent the Federal Government deems appropriate.

- (2) Subrecipient agrees to include the above two clauses in each subcontract it awards under this Agreement financed in whole or in part with FTA funds. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.

F. Drug-Free Workplace Agreement - Contractor is required to verify that Contractor, its principals, and affiliates will maintain a drug-free workplace for all employees and to have an antidrug policy and awareness program. Drug-free workplace means a site for the performance of work done in connection with a specific award at which employees of the recipient are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance (source: 49 CFR § 32.635).

2. Inspection of Records and Services

- A. Recordkeeping Term - Subrecipient shall maintain intact and readily accessible a complete set of records relating to this Agreement for six (6) years after the date of transmission of the final expenditure report for the Project or if expiration is later, upon expiration of the Agreement, including but not limited to all data, documents, reports, records, contracts and supporting materials as the Federal government, TriMet or Ride Connection may require. Subrecipient shall permit Ride Connection, TriMet, or the Secretary of State of the State of Oregon, the U.S. Department of Transportation, and the Comptroller General of the United States, and all of their respective authorized representatives, to inspect and audit all work, Services, materials, payrolls, books, accounts, and other data and records of Subrecipient relating to its performance under this Agreement until the expiration of six (6) years after the date of transmission of the final expenditure report for the Project or expiration of the Agreement, if expiration is later. Upon request by Ride Connection, Subrecipient shall provide Ride Connection access to records maintained by Subrecipient under this Agreement.
- B. Annual Self-Audit - Subrecipient shall follow the requirements stated in the Single Audit Act, 31 U.S.C. 7501 et seq. If Subrecipient expends Federal funds in excess of \$750,000 from all sources in its fiscal year, Subrecipient is subject to audit conducted in accordance with OMB Circular 2 CFR 200, Audits of States, Local governments, Non-profit Institutions. Subrecipient shall, at Subrecipient's own expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, an annual audit covering the funds expended under this Agreement and shall submit the annual audit of any subcontractor of Subrecipient responsible for the financial management of funds received under this Agreement. Subrecipient shall at Subrecipient's expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, a copy of any annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement that is performed due to state law or regulation or conducted as an independent activity. Subrecipient shall also at its expense, submit to Ride Connection at the foregoing address, a copy of the management letter that accompanies an

annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement.

- C. Audit Passthrough to Subcontractors - Subrecipient further agrees to include in any third party contract under this Agreement a provision to the effect that the contractor must retain and grant Ride Connection, TriMet, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their authorized representatives access to all books, documents, papers and records directly pertinent to the contract, for the purpose of making audit, examination, excerpts and transcriptions, until the expiration of six (6) years (three years for federal retention requirements and an additional three years for state retention requirements) after final payment under the contract or expiration of the contract if expiration is later. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between Ride Connection and Subrecipient, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals and exceptions have been resolved. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.
- D. The foregoing provisions are in addition to and not in lieu of any other applicable federal or state laws, regulations, rules, circulars or directives. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.

3. Reporting Requirements

- A. Monthly reports shall be due on the **20th** day after the end of the preceding month.
- B. Reports shall include complete information required by FTA Circular 5010.1C, Chapter 1, Section (5) Reporting Requirements, particularly the status of grant activity line items, budget and schedule changes, milestone revisions or cost variances, outstanding claims, change orders and other information that the circular may require. Ride Connection may require additional reporting information from the Subrecipient.

4. Compensation

- A. Agreed Price - The maximum funding to be disbursed to Subrecipient under this Agreement is **\$4,182**. Ride Connection shall pay Subrecipient for full, complete, and satisfactory performance of the Services, upon Ride Connection's receipt of payment from TriMet for Subrecipient's Services, at the price and/or rates mutually agreed by the parties under this Agreement for the applicable project. No other costs, rates, or fees shall be payable to the Subrecipient. Except as set forth in this Agreement, Subrecipient shall bear sole responsibility for all additional expenses incurred in connection with its performance of the Services.
- B. Payment Terms - Subrecipient shall submit to Ride Connection monthly invoices and any other documentation requested by Ride Connection for payment at such times as will enable Ride Connection to apply for payment from TriMet in a timely manner. When required by Ride Connection, and as a condition precedent to any payment, and particularly final payment, Subrecipient shall provide, in a form satisfactory to Ride Connection, lien

releases, claim waivers, and affidavits of payment from Subrecipient, and its lower-tier subcontractors and suppliers of any tier, for any portion of Subrecipient's Services.

- C. Withholding - Ride Connection may withhold payment of funds or offset future payments against funds already paid to Subrecipient if the funds are not being used in accordance with this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the Subrecipient's performance, subject to the dispute resolution process in section 18. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and shall, upon breach of conditions that require Ride Connection to reimburse funds to TriMet, hold harmless and indemnify Ride Connection for an amount equal to the funds required to be repaid or withheld. In the event a creditor imposes any lien or claim for labor, fringe benefits, taxes, supplies, materials, equipment rental or other charges against the Services covered by this Agreement, thereby legally encumbering the Services, the amount of such obligation may be deducted by Ride Connection from any payment or payments, including retainage, made under this Agreement.
- D. Subrecipient will use the indirect rate of **0%** to recover costs that are not directly traceable to a particular project/program. This rate applies to all activities referenced in Exhibit A. Indirect cost rate should be applied to Modified Total Direct Costs (MTDC) after subtracting any donations received. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participants support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs.

If the Subrecipient chooses to develop an indirect cost proposal to support a rate higher than the indirect rate in the future, it must be approved. Ride Connection will review the proposal to ensure compliance with Uniform Guidance requirements and negotiate with the Subrecipient if Federal requirements allow for a higher rate.

5. Independent Contractor

Subrecipient is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to workers compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient shall have sole control and supervision over the manner in which services are performed, subject only to consistency with the terms of this Agreement. Neither Subrecipient, nor its officers, directors, employees, subcontractors or drivers, are officers, employees or agents of Ride Connection as those terms are used in ORS 30.265. Subrecipient, its directors, officers, employees, subcontractors or drivers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of Ride Connection for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise or joint venture between the parties.

6. Confidential Information

Subrecipient agrees to hold Confidential Information in strict confidence, using at least the same

degree of care that Subrecipient uses in maintaining the confidentiality of its own confidential information, but no less stringent as reasonable care, and shall not, without the disclosing entity's prior written consent, 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 purposes whatsoever, other than the provision of Services hereunder. Subrecipient shall advise Ride Connection immediately if Subrecipient learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Section, and Subrecipient shall, at its expense, cooperate with Ride Connection in seeking injunctive or other equitable relief against any such person.

7. Indemnification

- A. Indemnified Conditions – To the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Subrecipient agrees to fully indemnify, defend, and hold harmless the State of Oregon, TriMet, Ride Connection and their directors, officers, employees and agents (the “Indemnitees”) from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation, resulting from or arising out of the activities of Subrecipient, its officers, employees or agents under this Agreement, to the fullest extent permitted by law, including but not limited to the following:
- (i) Bodily injury or death to any person;
 - (ii) Property damage to any personal or real property owned by anyone;
 - (iii) Failure to comply with any health and safety, corporate or administrative ordinances, regulations, orders, permits, licenses, and laws;
 - (iv) Infringement of any intellectual property or other third party rights;
 - (v) Discharge or causing the discharge of any hazardous or polluting substance; and
 - (vi) Liens, claims, demands, or suits of whatever nature brought by Subrecipient's laborers, subcontractors, material and equipment providers, or other creditors to enforce a right of any kind made upon or against the Services or the real property where the Services are performed.
- B. Indemnity by Subcontractors - Subrecipient agrees to include in any third party contract under this Agreement a provision to the effect that the contractor shall fully indemnify, hold harmless and defend, and hold harmless the State of Oregon, TriMet, Ride Connection, Clackamas County, and their directors, officers, employees and agents (the “Indemnitees”) from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation, resulting from or arising out of the activities of such subcontractor, its officers, employees or agents under the contract between Subrecipient and such subcontractor procured pursuant to this Agreement.
- C. Indemnitee Consent - Subrecipient shall not defend any claim in the name of the State of Oregon, any Agency of the State of Oregon, TriMet, Ride Connection, or Clackamas County, not purport to act as legal representative of same, without the prior written consent of the Oregon Attorney General, TriMet, Ride Connection or Clackamas County.

- D. Limitation on Indemnification - Subrecipient's indemnification above shall not include any liability to the extent caused by or resulting from the concurrent negligence of any Indemnitees. Any legal limitations now or hereafter in effect affecting the validity or enforceability of the indemnity, defense and hold harmless obligations assumed by Subrecipient pursuant to this Agreement shall operate to amend the Subrecipient's obligations only to the minimum extent necessary for the indemnity, defense and hold harmless contractual provision to conform with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect.
- E. No Consequential Damages – Neither Ride Connection nor any of its officers, employees, directors, and agents shall have any liability to Subrecipient regardless of the theory of recovery, including breach of contract or negligence, to the other party for any indirect, incidental, special, or consequential damages, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. However, Subrecipient's obligations under this Agreement are conditioned on receiving the funds from Ride Connection.

8. Workers Compensation

Subrecipient, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or employers that are exempt under ORS 656.126(2). Subrecipient expressly waives any statutory or common law immunity, in accordance with the Oregon Revised Statutes, Vol. 14, Section 656, Revised Code of Washington, Title 51, as amended, or any other applicable laws or regulations that would otherwise shield an employer from insurance subrogation or other claims.

9. Insurance

- A. While this Agreement is in effect, Subrecipient agrees that it shall maintain in effect the insurance coverage set forth below, as well as to require any subcontractors it uses to agree to comply with the insurance requirements provided below. Failure of Ride Connection to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Ride Connection to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subrecipient's obligation to require such insurance from its subcontractors.

Clackamas County is self-insured for workers' compensation, and general, auto and professional liability, in accordance with the provisions of ORS 30.272 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. The County's exposure for general, auto and professional liability is limited by ORS 30.272 to: \$126,200/\$630,800 property damage and \$1,538,000 total damages per occurrence.

- B. Subrecipient's subcontractors, if any, shall be responsible for payment of all respective premiums and deductibles. Insurance shall be maintained of the types and in the amounts described below, and shall be from carriers acceptable to Ride Connection:
 - 1) Commercial General Liability (CGL) Insurance covering bodily injury and property

damage with a limit of not less than \$2,000,000 each occurrence.

- 2) Business Auto Liability Insurance covering bodily injury and property damage with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).
- 3) Workers Compensation and Employer's Liability Insurance. The employer's liability limit shall not be less than \$1,000,000 each accident for bodily injury by an accident and \$1,000,000 each employee for bodily injury by disease. The workers compensation limit shall be equivalent to or better than the Oregon statutory limits.
- 4) Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.
- 5) Tail Coverage, if any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the sub agreement for subcontractors, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and TriMet's acceptance of all services required under this Agreement, and the subcontractors completion and Subrecipient's acceptance of all services required under the sub agreement or, (ii) the expiration of all warranty periods provided under the sub agreement with respect to the subcontractor. Notwithstanding the foregoing 24-month requirement, if the subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the subcontractor may request and TriMet may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If TriMet approval is granted, the subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- 6) The insurance required under this Paragraph shall:
 - a) Include Ride Connection, TriMet, the State of Oregon, the Federal Transit Administration, and each of their respective directors, officers, agents, elected officials, and employees as additional insureds with respect to work or operations connected with the Agreement, and
 - b) The Subrecipient or its insurer must provide 30 days' written notice to Ride Connection before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

10. Claims, Notice

- A. Notice Period - Subrecipient shall provide written notice of any claim under this Agreement to Ride Connection within five (5) business days of the circumstances giving rise to the claim or within sufficient time to allow Ride Connection to give notice to TriMet pursuant to the Prime Contract (whichever is sooner).
- B. Notice Content - Any claim by Subrecipient must set forth in detail the entitlement and quantum basis for Subrecipient's claim with supporting data and/or the entitlement basis to Ride Connection.

- C. Requirement to Continue Services - Whether or not Subrecipient has a claim pending with Ride Connection, Subrecipient shall continue performing Services under this Agreement. Any suspension of Services by Subrecipient, without written consent by Ride Connection, may be considered by Ride Connection as a material breach of this Agreement. Ride Connection does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless Ride Connection's waiver is unequivocal, explicit, and in writing. However, Subrecipient's obligations to provide Services under this Agreement is conditioned on receiving the funds from Ride Connection, and failure to provide the agreed funding is a material breach of the Agreement by Ride Connection.

11. Termination

- A. Ride Connection may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Subrecipient, or at such later date as may be established by Ride Connection, under any of the following conditions:
- 1) Subrecipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - 2) Subrecipient fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;
 - 3) Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
 - 4) Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;
 - 5) Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
 - 6) Subrecipient takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.
 - 7) Subrecipient may terminate this Agreement, in whole or in part, upon 30 days written notice to Ride Connection
- B. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

12. Compliance with Laws

- A. Federal laws and regulations - In addition to those elsewhere specified, Subrecipient shall comply with any applicable federal, state and local laws, rules and regulations applicable to the project hereunder, including but not limited to the following: all federal, state and

local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services. Subrecipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable: (1) Title VI of the Civil Rights Act of 1964; (2) Title V and Section 504 of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659a.142; (4) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (5) the Clean Air Act (42 U.S.C. 7401-7671q); (6) the Water Pollution Control Act as amended (33 U.S.C. 1251-1387); (7) Executive Order 11738; (8) Environmental Protection Agency regulations (40 CFR part 15); and (9) and all applicable standards, orders, regulations and administrative rules established pursuant to the foregoing laws.

- B. Payment of taxes and business license - Subrecipient shall comply with all federal, state, and local employment and labor laws and regulations in all aspects of its operations, including, but not limited to, all applicable federal, state, or local labor or employment laws including but not limited to laws and regulations regarding hiring, training, assignments, promotions, discipline and/or discharge, including but not limited to the Services Contract Act (“SCA”), for which it is Subrecipient’s sole responsibility to determine if the SCA applies to it and the Services. Ride Connection may from time to time at its sole discretion seek and obtain a certification from Subrecipient that it is in compliance with the foregoing, and Subrecipient will provide, upon reasonable request by Ride Connection, such documents and supporting materials to evidence Subrecipient’s compliance with this Section.

13. Term

This Agreement shall begin on **7/1/2021** and shall remain in effect through **6/30/2022** unless terminated sooner under the provisions of this Agreement.

14. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below:

Ride Connection:
John Whitman
Ride Connection
9955 NE Glisan St.
Portland, OR 97220

Subrecipient:
Kristina Babcock
Clackamas County Social Services
2051 Kaen Rd
Oregon City, OR 97045-1819

15. No Third Party Beneficiary

Ride Connection and Subrecipient are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect or otherwise to any other party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

16. Assignment

Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this

Agreement to any other party without the prior written consent of Ride Connection. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by Ride Connection.

17. Governing Law

This Agreement shall be governed by the laws of the State of Oregon, to the express exclusion of all other choice of law alternatives.

18. Dispute Resolution

- A. Executive Negotiation - The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any Services performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business. Such notice shall include a statement of that party's position and documentation supporting that parties claim and the name and title of the executive who will be representing that party and any other person who will accompany the executive. The receiving party shall respond in kind within five (5) days of the date of notice. Within ten (10) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. If dispute is not then resolved, either party may give the other written notice that these executive negotiations are concluded. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence. Time requirements herein may be modified upon mutual written consent of the parties.
- B. Mediation - In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice of concluded negotiations following the Mediation Rules published by the Arbitration Service of Portland, Inc. Unless the parties agree otherwise, mediation shall be held in Portland, Oregon. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction.
- C. Arbitration - In the event that the parties are unable to settle the dispute through negotiation and mediation as set forth above, either party may seek final resolution through binding arbitration pursuant to the Commercial Arbitration Rules of the Arbitration Service of Portland, Inc. for one arbitrator. The arbitrator's decision shall be binding, final, and enforceable by any court with appropriate jurisdiction in accordance with the Rules of the Arbitration Serviced of Portland, Inc.

19. Entire Agreement/Authority

This Agreement, exhibits, and any other attachments constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. 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 Ride Connection to enforce any provision of this Agreement shall not constitute a waiver by Ride Connection of that or any other provision. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

This Agreement may be executed in two or more counterparts (by facsimile or scanned email PDF), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

20. Severability

If any provision of this Subcontract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

21. Surviving Provisions

Notwithstanding termination or expiration of this Agreement, the following provisions shall survive and continue to be in full force and effect: 1D (Audit); 2A (Recordkeeping); 6 (Confidential Information); 7 (Indemnification); 8 (Workers Compensation Insurance); 9 (Insurance); 17 (Governing Law); 18 (Dispute Resolution); and 21 (Surviving Provisions).

22. Prompt Payment

Subrecipient shall make payment promptly, as due, to all persons supplying to the Subrecipient labor or material for the performance of the work provided for in the contract. At a minimum, Subrecipient shall pay subcontractors no later than thirty (30) days from receipt of payment from Ride Connection. Subrecipient shall not hold retainage from subcontractors.

23. Agreement Documents

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein reference:

- Exhibit A: Scope of Work
- Exhibit B: Federal Terms and Conditions
- Exhibit C: Funding Information
- Exhibit D: Lobbying Certificate (signature required)
- Exhibit E: Nondiscrimination Certificate
- Exhibit F: Reporting Requirements

WISHING TO BE LEGALLY BOUND, the parties have caused this Agreement to be executed below by each party's duly authorized representative:

RIDE CONNECTION, INC.

Signature

Julie Wilcke Pilmer

Printed Name

Chief Executive Officer

Title

Date

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair

Commissioner: Sonya Fischer

Commissioner: Paul Savas


Commissioner: Martha Schrader

Commissioner: Mark Shull

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Approved to Form:


By: _____
Asst. County Counsel

Dated: 7/27/2021

EXHIBIT A

Clackamas County Social Services
Contract No. 18950

SCOPE OF WORK

July 1, 2021

The goods and/or services to be provided by Clackamas County include, but are not limited to the following:

A Participate in Cost Savings Activities:

Clackamas County agrees to participate in coordination activities with Ride Connection and other transportation providers Ride Connection contracts with to provide transportation services (“Service Partners”) in the network to meet the demand for service in a cost effective manner.

B Coordinate Customer Information, Referral, and Trip Scheduling Activities with the Ride Connection Service Center:

Service partners, who utilize the Ride Connection Service Center to coordinate trips, recognize that this service is currently being funded by dollars outside of this contract. Service Partners agree to work with Ride Connection to investigate opportunities and create solutions to recoup costs accrued for the service performed. Not currently applicable to the Clackamas County programs.

C Establish and Maintain Customer Confidentiality:

Service Partners agree to maintain the confidentiality of all customer records exchanged with Ride Connection or accessed through Ride Connection coordination, scheduling and dispatch software. In the process of providing service, Service Partners agree to provide only the customer information that is necessary in order for the driver to provide the appropriate level of service for the trip being provided.

D Maintain a sufficient number of qualified, approved paid and volunteer drivers and concierge and administrative hours to meet project goals.

E Recruit volunteer drivers to drive Ride Connection vehicles, or who are willing to provide proof of coverage if driving their own vehicles and who will meet the criteria necessary to allow them to drive for a Ride Connection program.

F Participate with Ride Connection, TriMet and other partners in the development of local, regional and agency specific service plans. Help recruit customers to actively participate in planning processes and service design.

G Coordinate outreach activities with Ride Connection. Perform marketing and outreach to community points that are key destinations for older adults and people with disabilities. Participate in Ride Connection sponsored events.

H Increase transportation options available to TriMet ADA eligible individuals who, because of their mobility impairment, geographic barriers, or trip destination, may be difficult for LIFT to serve or may require more personalized attention.

I Establish transportation options, for older adults or people with disabilities, in the community at large that encourage group trips to common community destinations such as shopping, recreation, senior centers, and nutrition sites.

EXHIBIT A

Clackamas County Social Services

Contract No. 18950

- J Encourage older adults and people with disabilities to become aware of and connect with available transportation and community-based services as an alternative to LIFT ADA paratransit services for some or all of their trips.
- K Provide Ride Connection with back up documentation for billing line items upon request.
- L Orient drivers to the agency's transportation program and ensure they comply with required training and are aware of other specialized training opportunities available through Ride Connection to maintain safety of operations.
- M Attend regular coordination and training meetings to be conducted by Ride Connection.
- N Allow TriMet, or Ride Connection representatives to contact a random sample of clients for monitoring and service verification purposes. Clients will be contacted by mail or phone. Agencies will be given a copy of the questionnaire in advance of mailing.
- O Notify Ride Connection as soon as possible of unusual conditions that will affect the delivery of services.
- P Implement Ride Connection's client donation policy to seek rider donations comparable to the TriMet LIFT fare, when appropriate.
- Q Cooperate in the mutually agreed upon submission of requests for additional public or private funds for program expansion and enhancement.
- R Cooperate in transportation coordination efforts with other organizations such as churches, schools, businesses, and transportation providers.
- S Implement customer feedback (i.e. complaint, compliment) procedures for individuals using community-based transportation.
- T Provide service throughout the contract term.

Funding Source Definitions and Restrictions

TriMet

TriMet funding is a local funding source contributed by the Tri-County Metropolitan Transit District. This funding may be used for program operations that involve volunteers. TriMet funding cannot be applied to paid driver operations.

FTA 5310

Federal Transit Administration 5310 funding is a Federal funding source. This funding may be used for program operations that involve volunteers. TriMet funding cannot be applied to paid driver operations.

Project Funding, Duration and Performance Goals

Contractor will report all rides, including those paid for with Agency Other money, to Ride Connection.

EXHIBIT A

Clackamas County Social Services
Contract No. 18950

Project	Agency	Performance Goal	Funding Source	Grant Amount
Ride Together	Clackamas County Social Services	3000 miles/month and 150 rides/month	TriMet General or FTA 5310	\$4,182
Totals:				\$4,182

Project Service Areas

Project	Service Area
Ride Together	Clackamas County (In TriMet District Only)

Project Service Days and Times

Project	Service Day(s)	Service Hours
Ride Together	All days	All hours

Project Customer Attributes and Levels of Service

Project	Customer Attributes	Level of Service
Ride Together	Over 65 and People with Disabilities	Door to Door, Door through Door

EXHIBIT B

Clackamas County Social Services

Contract# 18950

Summary of Federal Terms and Conditions and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements (“Certifications and Assurances”) and Federal Transit Administration Master Agreement (“Master Agreement”)

Provider and Provider’s Subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/fta-fiscal-year-2019-certifications-and->. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Provider must submit to Ride Connection on or before July 1 of each year during the term of this Agreement an executed copy of the Certifications and Assurances by printing the form available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>, completing the form and sending it to Ride Connection.

Provider shall comply with the following provisions and require in its subagreements that the subcontractors comply with all applicable requirements included in the Master Agreement that is signed and attested to by State as if the subcontractors were Provider.

Provider agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from Ride Connection or by calling the State at (503) 986-3300, or at <http://fta.dot.gov/documents/21-Master.pdf>.

Special Federal Terms and Conditions

1. No Government Obligation to Third Parties

Ride Connection and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Ride Connection, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statement and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C 3801 et seq. And U.S. DOT regulations, “Program Fraud civil Remedies, “49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the

EXHIBIT B

Clackamas County Social Services

Contract# 18950

contract, the Contractor certifies or affirms the truthfulness of any statement it has made, it makes, or causes to be made, that pertains to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Audit and Inspection of Records

- A. Contractor shall maintain a complete set of records relating to this contract, in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of Ride Connection, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.
- B. Contractor further agrees to include in all of its subcontracts under this contract a provision to the effect that the subcontractor agrees that Ride Connection, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Paragraph excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- C. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between Ride Connection and Contractor, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

EXHIBIT B

Clackamas County Social Services

Contract# 18950

4. Right to Inventions(04/16)

If the contract meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5. Federal Changes (10/16)

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

6. Equal Employment and Civil Rights (04/16)

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity – Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” must include the specifications set forth in §60-4.3, in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The following equal employment opportunity requirements apply to the underlying contract:

- 1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees

EXHIBIT B

Clackamas County Social Services

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are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. Incorporation of Federal Transit Administration Terms

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Ride Connection requests which would cause Ride Connection to be in violation of the FTA terms and conditions.

8. Disadvantaged Business Enterprise (11/14)

A. Policy. Ride Connection participates in a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Ride Connection has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Ride Connection has signed an assurance that it will comply with 49 CFR Part 26. It is the policy of Ride Connection to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

B. Contractor and Subcontractor Obligation. Contractor and/or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the

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award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- i. Withholding monthly progress payments;
- ii. Assessing sanctions;
- iii. Liquidated damages; and/or
- iv. Disqualifying the contractor from future bidding as non-responsible.

Any subcontracts or subagreements entered into pursuant to this agreement must include this assurance.

9. Debarment and Suspension (04/16)

The certification in this clause is a material representation of fact relied upon by Ride Connection. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Ride Connection, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. A contract (or subcontract) award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180.

10. Solid Waste Disposal Act (10/16)

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Procurement of Recovered Materials (04/16)

Ride Connection and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that

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maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12. Recycled Products

The contractor agrees to comply with all the requirements of section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247

13. Byrd Anti-Lobbying Amendment (10/16)

Contractor shall not use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, the contractor agrees to comply with the following:

1. Laws, Regulations, Requirements, and Guidance. This includes:
 - a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,
 - b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
 - c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
2. Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

A. Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan. "Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian self-determination

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and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector. "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of

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such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

B. Prohibition

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(b) For purposes of paragraph B (2) (i) (a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(c) For purposes of paragraph B (2) (i) (a) of this section the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) For purposes of paragraph B (2) (i) (a) of this section, the following agency and legislative liaison activities are allowable only where they

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are prior to formal solicitation of any covered Federal action:

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by paragraph B (2) (i) of this section are allowable under paragraph B (2) (i).
- (ii) Professional and technical services by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
 - (b) For purposes of paragraph B (2) (ii) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not

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directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
 - (d) Only those services expressly authorized by paragraph B (2) (ii) of this section are allowable under paragraph B (2) (ii).
- (iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

- (iv) Professional and technical services by Other than Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
 - (b) For purposes of paragraph B (2) (iv) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying to any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not

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directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (e) Only those services expressly authorized by paragraph B (2) (iv) of this section are allowable under paragraph B (2) (iv).

C. Disclosure

- (1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph C (2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (c) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (C) (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C (1) of this section. That person shall forward all disclosure forms to the agency.

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D. Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

14. Dispute Resolution and Remedies

14.1 Disputes

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

14.2 Performance During Dispute

Unless otherwise directed by Ride Connection, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

14.3 Remedies

All claims, counterclaims, disputes and other matters in question between TriMet and the Contractor arising out of or relating to this agreement or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within the State of Oregon in which Ride Connection is located.

14.4 Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies

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available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In the event that Ride Connection or Contractor fail to act, such failure shall not constitute a waiver of any right or obligation afforded to either party under the Contractor or by law, nor shall any such action or failure to act constitute an approval of or acceptance of any breach there under, except as may be specifically agreed in writing by both parties.

15. Clean Water Requirements (04/16)

If the total value of this contract exceeds \$150,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671q). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

16. Clean Water Requirements (04/16)

If the total value of this contract exceeds \$150,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671q). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

17. Environmental Violations

For all contracts and subcontracts in excess of \$100,000.00, Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (ENO329).

18. Energy Conservation

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC section 6321, et seq.).

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19. Privacy Act

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

20. Contract Work Hours and Safety Standards Act (04/16)

For contracts over \$100,000 involving mechanics or laborers. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- A. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

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- C. Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

21. Drug-Free Workplace

Contractor shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace:

- (1) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while providing services to the DHS Clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions;
- (2) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;
- (3) Provide each employee to be engaged in the performance of Work under this Contract a copy of the statement mentioned in paragraph (1) above;
- (4) Notify each employee in the statement required by paragraph (1) that, as a condition of employment to perform Work under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (5) Notify Ride Connection within ten (10) days after receiving notice under subparagraph (4) from an employee or otherwise receiving actual notice of such conviction;
- (6) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;
- (7) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (1) through (6);
- (8) Require any subcontractor to comply with subparagraphs (1) through (7); and

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- (9) Neither Contractor, nor any of Contractor's employees, officers, agents or subcontractors may perform any Work required under this Contract while under the influence of drugs.

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

22. HIPAA Compliance

If the Services provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to deliver the Services in compliance with HIPAA to the extent applicable.

23. Pro-Children Act

Contractor shall comply and require anyone engaged in the performance of Work under this Contract to comply with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. Seq.).

24. Cargo Preference - Reserved

25. Fly America - Reserved

26. Davis-Bacon and Copeland Anti-Kickback Acts - Reserved

27. Seismic Safety - Reserved

28. Veterans Preference (04/16) - Reserved

29. Charter Service Operations (05/17)

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- a) General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the

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U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310 (a)(2),n and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non-urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

30. Charter Service Operations (05/17)

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

31. School Bus Operations (05/17)

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified

EXHIBIT B

Clackamas County Social Services

Contract# 18950

under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

32. Buy America (03/06) - Reserved

33. Patent and rights in Data (05/17) - Reserved

END OF EXHIBIT B

EXHIBIT C

Clackamas County Social Services
Contract #18950

PASS-THROUGH FUNDING INFORMATION FOR SUBRECIPIENTS

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) 2 CFR 200.

This agreement is financed by the funding source indicated below:

Assistance Listings Program or Title: *Enhanced Mobility of Seniors with Disabilities Program (49 U.S.C 5310)*

Assistance Listings Number and Name: *20.513 (5310)*

Federal Award Identification Number (FAIN): *Permanent FAIN tbd, as award is still pending execution in TrAMS; temporary FAIN is 1728-2021-13*

Subrecipient DUNS Number: *96992656.00*

Expected Federal Funding: *\$4,182*

Approved Indirect Cost Rate: *0%*

Federal Award Date: *tbd; still pending in TrAMS*

Award R&D? (Yes/No): *No*

Subaward Period of Performance (Start and End Dates): *-*

Federal Funding Agency (or other pass-through agency if different):

TriMet
Budgets and Grants
1800 SW 1st Avenue
Portland, OR 97210

U.S. Department of Transportation
Federal Transit Administration
1200 New Jersey Ave, SE
4th & 5th Floors - East Building
Washington, DC 20590

U.S. Department of Transportation
Federal Transit Administration
Region X Suite 3142
Federal Building
915 Second Avenue
Seattle, WA 98174

EXHIBIT C

Clackamas County Social Services
Contract #18950

Federal laws, regulations, or circulars that are expressly applicable to the funding source and project (but not limited to):

- A. Master Agreement (49 U.S.C. Chapter 53 and Title 23) – The FTA Master Agreement contains the standard terms and conditions that apply to the Underlying Agreement.
- B. Grant Management Requirements (Circular 5010.1E) – These requirements are intended to assist recipients in administering FTA-funded projects and in meeting reward responsibilities and reporting requirements. Recipients have a responsibility to comply with regulatory requirements and to be aware of all pertinent material to assist in the management of all federally assisted rewards.
- C. *Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program (Circular 5010.1G)* – *This circular issues guidance on the administration of the Enhanced Mobility of Seniors and Individuals with Disabilities Program under 49 U.S.C. 5310.*
- D. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Title 2 – Grants and Agreements; Subtitle A – Office of Management and Budget Guidance for Grants and Agreements; Chapter II – Office of Management and Budget Guidance; Part 200). Establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities and establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. The principles are designed that Federal awards bear their fair share of costs.

EXHIBIT D

Clackamas County Social Services

Contract #18950

LOBBYING CERTIFICATE

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

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

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

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

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

Clackamas County Social Services.

Signature: _____

Name: (print) Tootie Smith

Title: Board Chair

Date: _____

NOTE: CONTRACTORS ARE REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBRECIPIENT BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT E

Clackamas County Social Services

Contract# 18950

NONDISCRIMINATION CERTIFICATE

Subrecipient certifies compliance with the following nondiscrimination requirements:

Nondiscrimination

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Subrecipient assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Subrecipient retains ownership or possession of the project property, whichever is longer, the Subrecipient assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Subrecipient assures that it will submit the required information pertaining to its compliance with these provisions.
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any Subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which

EXHIBIT E

Clackamas County Social Services

Contract# 18950

the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.

- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

Subrecipient acknowledges that it is subject to the requirements of FTA Circular 4702.1A "*Title VI and Title VI-Dependent Guidelines for FTA Recipients*" as a Subrecipient of federal funds under this Agreement. Further, Subrecipient shall provide Title VI compliance information and measures as may be determined by Ride Connection pursuant to the Circular.

Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Subrecipient assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Subrecipient assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

DBE

Subrecipient will comply with the applicable provisions of 49 CFR Part 26 related to Disadvantaged Business Enterprises and report quarterly to TriMet. This Agreement includes the following assurance by Subrecipient, and each contract Subrecipient signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contract, Subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as Ride Connection deems appropriate.

EXHIBIT F

Clackamas County Social Services

Contract# 18950

Reporting Requirements

Reports are due to the Service Data Specialist at Ride Connection by the 20th of each month.

Reports:

- Service Summary Reports
 - Trip Data
 - Financial Data (must reflect full monthly transportation program costs)
- Vehicle Operations Report and all vehicle invoices
- Unduplicated Age and Ethnicity Report

Required reporting items include:

- Trips by Trip Purpose
- Mileage
- Turndowns
- Volunteer and Paid Driver Hours
- Admin and Escort non-driver Volunteer hours
- Transportation Program Expenses
- Donations
- Funds received from other Agencies to support program (Agency Other)
- Unduplicated Riders (Counts by Age and Ethnicity)
- Vehicle Maintenance invoices (reimbursable and non-reimbursable amounts)
- Any other required fields requested to meet reporting requirements

Copies of the above stated forms must be created per each Provider's specific program requirements and will be sent to Providers electronically. Providers should always utilize the most current reporting forms sent by Ride Connection. All forms should be submitted electronically, unless otherwise instructed by Ride Connection.

Ride Connection must be notified on or before the 20th of each month if a delay in report submission is anticipated.

Reports and questions regarding reporting requirements should be directed to the Service Data Specialist:

Fax (503) 528-1755

partner_reporting@rideconnection.org

September 9, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Grant Agreement #18870, Amendment #1 with Ride Connection, Inc. to
Provide Funding for Specialized Service Rides Provided by Members of the
Clackamas County Transportation Consortium

Purpose/Outcomes	Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments
Dollar Amount and Fiscal Impact	The total agreement is \$509,864. This agreement is funded through the agreements with State of Oregon, Dept. of Transportation (ODOT), Special Transportation Formula (STF) Funds.
Funding Source	State of Oregon, ODOT-STF funds. No County General Funds are involved
Duration	Effective July 1, 2020 and terminates on June 30, 2023
Previous Board Action	011719-A2, 120321-A4
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.
Counsel Review	1. Date of Counsel review: 7/28/21 2. Initials of County Counsel performing review: KR
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9956

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests approval of Agreement#18870, Amendment #1 with Ride Connection, Inc. This agreement provides State of Oregon, Special Transportation Formula (STF) funding for rides that originate outside the TriMet service district. All rides are provided throughout the County by members of the Clackamas County Transportation network. The network partners funded by this agreement are local Adult/Senior Community Centers and the Social Services Transportation Reaching People (TRP) program. This agreement adds continued funding for FY2021-22 and FY2022-23 to core base-services of the

network programming as reimburse to providers for transportation services they provide to Clackamas County seniors and persons with disabilities that reside outside the TriMet service district. These funds help residents to remain independent and engaged in their community as long as possible.

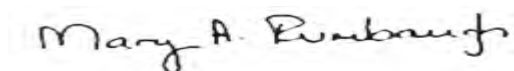
Any disabled adult or person over the age of 60 living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. The Centers located in Canby, Estacada, Gladstone, Hoodland/Welches, Lake Oswego, Milwaukie, Molalla, Oregon City, and Sandy provide rides in lift equipped mini-buses and/or vans to residents in their service area. The transportation services provided by senior centers are primarily to the centers for participation in the nutrition programs and the various services and recreational programs offered at the centers. However, the Centers also provide group transportation for shopping, personal business, and medical appointments in their local area. The TRP program utilizes this funding to provide rides with volunteer drivers in their privately owned autos driven. TRP provides transportation throughout the county and to medical facilities located in the Portland-metro area. The majority of TRP rides are for medical transportation. TRP also provides rides for residents to conduct other personal business; including accessing food banks and grocery stores. In general, transportation is provided weekdays between 8:00 am and 5:00pm.

This agreement is late due to Ride Connection not being able to release agreements to its sub-recipients until TriMet released their agreement and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its agreements for FY21/22 and FY22/23. County Council reviewed and approved this agreement on 7/28/21. No County General Funds are involved.

RECOMMENDATION:

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

Respectfully submitted,



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



**CONTRACT MODIFICATION #1 to 18870
Between Ride Connection, Inc., and Clackamas County Social Services
Original Contract Dated 7/1/2020**

Ride Connection, Inc. (hereinafter "Ride Connection") and **Clackamas County Social Services** (hereinafter "Contractor") agree to the following terms and conditions of the contract cited above:

1. Recitals (1), is deleted in its entirety and replaced with the following:

Ride Connection and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved STF to Subrecipient for Subrecipient's accomplishment of the Project(s). The maximum amount of funding shall be **\$509,864**, in lieu of **\$163,345**, for a total increase of **\$346,519**. These funds shall be used solely for the Project(s) in Exhibit A, and not be used for any other purpose.

2. Section (8), B, Funding, is deleted in its entirety and replaced with the following:

The maximum funding to be disbursed to Subrecipient under this Agreement is:

- Fiscal Year 2021 - **\$163,345**
- Fiscal Year 2022 - **\$166,596**
- Fiscal Year 2023 - **\$179,923**

3. Section (9), Term, is deleted in its entirety and replaced with the following:

The term of this contract shall be from 7/1/2020 through 6/30/2023.

4. Section (10), Communications, is deleted in its entirety and replaced with the following:

Ride Connection:	Subrecipient:
John Whitman	Kristina Babcock
Ride Connection	Clackamas County Social Services
9955 NE Glisan St.	2051 Kaen Rd
Portland, OR 97220	Oregon City, OR 97045-1819

5. Exhibit A, Scope of Work is deleted in its entirety and replaced with Exhibit A, dated July 01, 2021.

6. All other terms of the original contract apply.

Ride Connection and **Clackamas County Social Services** have executed this **Modification** to the original contract, as cited above, as of the day and year written below.

Entered into Agreement By:

RIDE CONNECTION, INC.

Signature

Julie Wilcke-Pilmer
Printed Name

CEO
Title

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Date

Approved as to Form:

By: Kathleen Rastetter
Clackamas County Counsel

Date: 7/28/2021

EXHIBIT A

Clackamas County Social Services

Contract No. 18870

SCOPE OF WORK

July 1, 2021

Project Title: Clackamas County Consortium – Base Out of District Services

Funding Source Definitions and Restrictions

Project STF Formula Funds Total: \$509,864

The goods and/or services to be provided by Clackamas County include, but are not limited to the following:

A. Participate in Cost Savings Activities:

Clackamas County agrees to participate in coordination activities with Ride Connection and other Transportation providers Ride Connection contracts with to provide transportation services (“Service Partners”) in the network to meet the demand for service in a cost-effective manner.

B. Coordinate Customer Information, Referral, and Trip Scheduling Activities with the Ride Connection Service Center:

Service partners, who utilize the Ride Connection Service Center to coordinate trips, recognize that this service is currently being funded by dollars outside of this contract. Service Partners agree to work with Ride Connection to investigate opportunities and create solutions to recoup costs accrued for the service performed. Not currently applicable to the Clackamas County programs.

C. Establish and Maintain Customer Confidentiality:

Service Partners agree to maintain the confidentiality of all customer records exchanged with Ride Connection or accessed through Ride Connection coordination, scheduling and dispatch software. In the process of providing service, Service Partners agree to provide only the customer information that is necessary in order for the driver to provide the appropriate level of service for the trip being provided.

D. Provide Shared Capacity Trips:

With increased coordination among service partners, opportunities arise for providers to serve customers who reside in, or have trips originating or ending in areas outside the defined Service Area specified in this contract. Such activity is encouraged to reduce deadhead time on longer distance trips and maximize available capacity. STF Formula funds can be used to cover the costs associated with Shared Capacity Trips. If service boundaries need to be adjusted, partners will be asked to participate in the planning and decision making necessary to align service boundaries with need.

E. Maintain a sufficient number of qualified, approved paid and volunteer drivers and concierge and administrative hours to meet project goals.

F. Recruit volunteer drivers to drive Ride Connection vehicles, or who are willing to provide proof of coverage if driving their own vehicles and who will meet the criteria necessary to allow them to drive for a Ride Connection program.

EXHIBIT A

Clackamas County Social Services

Contract No. 18870

- G. Participate with Ride Connection, TriMet and other partners in the development of local, regional and agency specific service plans. Help recruit customers to actively participate in planning processes and service design.
- H. Increase coordination between Ride Connection, other services partners and TriMet to increase transportation options for older adults and people with disabilities. Share information on customers, trips, and destinations with Ride Connection, TriMet, and other partners and jointly plan new services or service changes.
- I. Coordinate outreach activities with Ride Connection. Perform marketing and outreach to community points that are key destinations for older adults and people with disabilities. Participate in Ride Connection sponsored events.
- J. Increase transportation options available to TriMet ADA eligible individuals who, because of their mobility impairment, geographic barriers, or trip destination, may be difficult for LIFT to serve or may require more personalized attention.
- K. Establish transportation options, for older adults or people with disabilities, in the community at large that encourage group trips to common community destinations such as shopping, recreation, senior centers, and nutrition sites.
- L. Encourage older adults and people with disabilities to become aware of and connect with available transportation and community-based services as an alternative to LIFT ADA paratransit services for some or all of their trips.
- M. Provide Ride Connection with back up documentation for billing line items upon request.
- N. Orient drivers to the agency's transportation program and ensure they comply with required training and are aware of other specialized training opportunities available through Ride Connection to maintain safety of operations.
- O. Attend regular coordination and training meetings to be conducted by Ride Connection.
- P. Allow TriMet, ODOT, or Ride Connection representatives to contact a random sample of clients for monitoring and service verification purposes. Clients will be contacted by mail or phone. Agencies will be given a copy of the questionnaire in advance of mailing.
- Q. Notify Ride Connection as soon as possible of unusual conditions that will affect the delivery of services.
- R. Implement Ride Connection's client donation policy to seek rider donations comparable to the TriMet LIFT fare, when appropriate.
- S. Cooperate in the mutually agreed upon submission of requests for additional public or private funds for program expansion and enhancement.
- T. Cooperate in transportation coordination efforts with other organizations such as churches, schools, businesses, and transportation providers.
- U. Implement customer feedback (i.e. complaint, compliment) procedures for individuals using community-based transportation.
- V. Provide service throughout the contract term.

EXHIBIT A

Clackamas County Social Services

Contract No. 18870

Project Description:

Service is provided to all Clackamas County resident living outside the TriMet district who are either 60 plus or have a disability. Rides are provided using both paid and volunteer drivers. The ride must originate within the service area, anywhere in Clackamas County, but can go to a destination outside the service area. This service is frequently the only option available to riders as most live outside paratransit boundaries.

Providers: Canby Adult Ctr., Estacada Comm. Ctr., Hoodland Sr. Ctr., Molalla Adult Comm. Ctr., Pioneer Comm. Ctr., Sandy Sr. & Comm. Ctr., and the Transportation Reaching People (TRP) Volunteer Driver program. All are members of the Clackamas County Transportation Consortium. Centers are designated focal/access points that provide a single delivery point for seniors and adults with disabilities to access all community-based services.

All riders receive door to door service. Transportation is provided Monday through Friday. Riders simply call the local provider, or TRP, to schedule a ride.

Marketing is not done the traditional sense. Information about the service is regularly distributed to Community Partners.

Due to the COVID-19 pandemic, Clackamas County will use FY20-23 monies for the following services and equipment as needed:

- Delivery of meals and pharmaceuticals to seniors and people with disabilities.
- Cleaning and disinfecting measures.
- Personal protection equipment.
- Transportation of personnel for medical and emergency purposes.

Project Funding:

Category	Year 1		Year 2		Year 3		Total	
	STF Award	Total Project Cost	STF Award	Total Project Cost	STF Award	Total Project Cost	STF Award	Total Project Cost
Planning:								
Operating:	\$151,845	\$1,122,633	\$155,096	\$1,132,453	\$167,793	\$1,052,535	\$474,734	\$3,307,622
Capital:						\$8,973		\$8,973
Administrative:	\$11,500	\$35,100	\$11,500	\$35,100	\$11,500	\$35,100	\$34,500	\$105,300
Other (describe):								
Total:	\$163,345	\$1,157,733	\$166,596	\$1,167,553	\$179,923	\$1,096,608	\$509,234	\$3,421,895

EXHIBIT A

Clackamas County Social Services

Contract No. 18870

Project Funding Sources:

Funding Source	Year 1 Amount	Year 2 Amount	Year 3 Amount	Total Amount
Source 1: Funds Requested	\$163,345	\$166,596	\$179,923	\$509,864
Source 2: STF Ride Connection Pass Through	\$330,283	\$336,853	\$347,318	\$1,014,454
Source 3: STF County Consortium	\$32,550	\$32,550	\$34,532	\$99,632
Source 4: 5310 County Consortium	\$38,973	\$38,973	\$38,973	\$116,919
Source 5: STIF County Consortium	\$146,963	\$146,963	\$60,873	\$354,799
Source 6: OAA Title III-B	\$150,000	\$150,000	\$150,000	\$450,000
Source 7: Medicaid for Waivered Non-Medical Transportation	\$33,450	\$33,450	\$33,450	\$100,350
Source 8: In-District (TriMet)	\$206,669	\$206,669	\$206,669	\$620,007
Source 9: Sr. Ctr. Agency Other	\$25,000	\$25,000	\$25,000	\$75,000
Source 10: Rider Donations	\$30,500	\$30,500	\$20,500	\$81,500
Total:	\$1,157,733	\$1,167,553	\$1,096,608	\$3,421,895

Project Measurables:

Measurable	Year 1:	Year 2:	Year 3:
One way Rides	N/A	N/A	N/A
Senior/Person w/ Disability One way Rides	15,425	15,425	15,425
Total paid driver hours	2,500	2,500	2,750
Total volunteer driver hours (increase in hours over FY18 baseline)	5,600	5,600	5,600
Cost per trip			
# of individuals served	500	500	500
Vehicle Hours	N/A	N/A	N/A
Vehicle Miles	102,200	102,200	102,200

September 9, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Agreement #18929 with
Ride Connection, Inc. to Provide Funding for Rides Provided by
Volunteer Drivers under the Vets Drive Vets Program

Purpose/Outcomes	Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments.
Dollar Amount and Fiscal Impact	Agreement Amount \$5,047. The contract is funded through the agreements with State of Oregon, Elderly and Disabled Transportation Fund – Federal Transit Administration 5310 Grant.
Funding Source	Federal Transit Administration 5310 Grant. No County General Funds are involved
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	None
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.
Counsel Review	1. Date of Counsel review: 7/27/21 2. Initials of County Counsel performing review: KR
Procurement Review	1. Was this processed through Procurement? No 2. In no, provide brief explanation: This is a Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#10297

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of Agreement #18929 with Ride Connection, Inc. This contract provides funding for rides provided throughout the County by volunteer drivers of the Clackamas County Transportation Consortium. This Agreement provides continued funding for FY21-22 to pay a mileage reimbursement stipend to volunteer drivers of the Vets Driving Vets program for transportation services they provide to Clackamas County seniors and persons with disabilities. These funds help residents to remain independent and engaged in their community as long as possible.

Any disabled adult or person over the age of 65 living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. The Vets Driving Vets program provide an additional flexible resource to these residents. Someone in need of transportation services who has a friend or

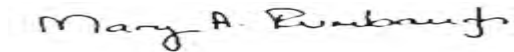
neighbor who is willing to meet some of their transportation needs, and both rider and driver are veterans, can register with the Social Services TRP program. After completing a background check and training, the driver can be reimbursed for approved mileage. These volunteer drivers undergo the same screening and receive the same training as all the other Clackamas County Transportation Consortium volunteer and paid drivers.

This agreement is late due to Ride Connection not being able to release agreements to its sub-recipients until TriMet released their agreement and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its agreements for FY21/22. County Council reviewed and approved this agreement on 7/27/21. No County General Funds are involved.

RECOMMENDATION:

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

Respectfully submitted,



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

**SERVICES AGREEMENT #18929
BETWEEN
Ride Connection and Clackamas County Social Services**

PARTIES:

1. Ride Connection, Inc. ("Ride Connection" or "Recipient"), and
2. Clackamas County, a political subdivision of the State of Oregon, on behalf of its Health, Housing & Human Services Department, by and through the Social Services Division ("Subrecipient")

RECITALS:

1. In the reauthorization of the Transportation Bill (MAP-21) signed into law on July 6, 2012, federal funding was established for programs that meet the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs.
2. Pursuant to federal requirements, a selection process has been conducted and Subrecipient was selected for a project through this process.
3. Ride Connection and Subrecipient enter into this Subrecipient Agreement (the "Agreement") for the purpose of procuring Subrecipient's services, for which payment in part shall be from 5310 Funds.

AGREEMENTS:

1. General

- A. Scope of Agreement - This Agreement contains the terms and conditions that governs all services, and deliverables, (the "Services") to be performed by Subrecipient during the Term of this Agreement, which shall be amended as needed for one or more projects. However, execution of this Agreement does not obligate Ride Connection to award any Services to Subrecipient, other than the initial scope of Services attached in Exhibit A.
 - (1) This Agreement consists of this document, all Exhibits or other attachments, and other documents referenced herein and incorporated by this reference. Subrecipient shall comply with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (a) the terms and conditions applicable to a "Recipient" set forth in the Prime Contract; (b) OMB Circular 2 CFR 200 (c) FTA Master Agreement, (d) Annual Certifications and Assurances, and (e) FTA C 9070.1G.
 - (2) Subrecipient agrees to comply with all Subrecipient monitoring policies, procedures, and other requirements that may be established by Ride Connection, including but

- B. Scope of Services and Changes - Subrecipient agrees that it is under a continuing obligation to comply with the foregoing requirements, as they be modified or amended from time to time. Subrecipient further agrees to execute the funded activities described in Exhibit A, in accordance with the terms of those requirements, as they may be amended during the term of this Agreement. This Agreement is subject to any amendments required as a result of agreement between TriMet and Ride Connection or pass-through obligations affecting Subrecipient's scope of Services, and is hereby amended to incorporate those changes. In the event any change to the Services as requested by Ride Connection results in a material increase or decrease in the Services, then an equitable adjustment in the total compensation owed to Subrecipient by Ride Connection shall be determined by Ride Connection and subsequent payments adjusted accordingly. Similarly, if any change to the Services results in a material change to the project schedule, it shall also be accordingly determined and adjusted by Ride Connection after consultation with Subrecipient.
- C. Schedule - Subrecipient and Ride Connection agree that time is of the essence for all activities comprising the Services under this Agreement.
- D. Audit Right - Subrecipient agrees that Ride Connection rights of audit and review under Paragraph 2 of this Agreement specifically include Subrecipient's financial records, management and program systems, and any associated records. Subrecipient shall comply with any monitoring and audit requirements established by Ride Connection pertaining to this Agreement.
- E. Subcontracts - Subrecipient shall not enter into subcontracts for performance of Services under this Agreement except as may be specifically authorized by this Agreement in the attached and incorporated Exhibit A. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract entered into. Subrecipient agrees that any subcontractor performing services under this Agreement shall comply with the requirements of this Agreement including FTA third-party agreement contract provisions and requirements, as may be amended, and shall enter into a written agreement with each subcontractor requiring the incorporation of those requirements as applicable to each tier. Any delay or defect in the performance of any part of Subrecipient's Services shall not relieve Subrecipient of its primary obligation under this Agreement to ensure timely and satisfactory performance of all the Services. Any subcontractor delay or defect in performance under this Agreement shall be subject to the indemnification provisions of Section 7. Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies" 49 CFR Part 31, apply to its actions pertaining to the Services under this Agreement. Upon execution of this Agreement, Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or cause to be made pertaining to this Agreement. In addition to other penalties that may be applicable, Subrecipient acknowledges that if it makes, or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.
- (1) Subrecipient also acknowledges that if it makes, or causes to be made a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal

Government under an Agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under 49 U.S.C. Chapter 53 or any other Federal law, the Government reserves the rights to impose penalties of 18 U.S.C. 1001 and 49 U.S.C 5323(1) on Subrecipient, to the extent the Federal Government deems appropriate.

- (2) Subrecipient agrees to include the above two clauses in each subcontract it awards under this Agreement financed in whole or in part with FTA funds. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.

F. Drug-Free Workplace Agreement - Contractor is required to verify that Contractor, its principals, and affiliates will maintain a drug-free workplace for all employees and to have an antidrug policy and awareness program. Drug-free workplace means a site for the performance of work done in connection with a specific award at which employees of the recipient are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance (source: 49 CFR § 32.635).

2. Inspection of Records and Services

- A. Recordkeeping Term - Subrecipient shall maintain intact and readily accessible a complete set of records relating to this Agreement for six (6) years after the date of transmission of the final expenditure report for the Project or if expiration is later, upon expiration of the Agreement, including but not limited to all data, documents, reports, records, contracts and supporting materials as the Federal government, TriMet or Ride Connection may require. Subrecipient shall permit Ride Connection, TriMet, or the Secretary of State of the State of Oregon, the U.S. Department of Transportation, and the Comptroller General of the United States, and all of their respective authorized representatives, to inspect and audit all work, Services, materials, payrolls, books, accounts, and other data and records of Subrecipient relating to its performance under this Agreement until the expiration of six (6) years after the date of transmission of the final expenditure report for the Project or expiration of the Agreement, if expiration is later. Upon request by Ride Connection, Subrecipient shall provide Ride Connection access to records maintained by Subrecipient under this Agreement.
- B. Annual Self-Audit - Subrecipient shall follow the requirements stated in the Single Audit Act, 31 U.S.C. 7501 et seq. If Subrecipient expends Federal funds in excess of \$750,000 from all sources in its fiscal year, Subrecipient is subject to audit conducted in accordance with OMB Circular 2 CFR 200, Audits of States, Local governments, Non-profit Institutions. Subrecipient shall, at Subrecipient's own expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, an annual audit covering the funds expended under this Agreement and shall submit the annual audit of any subcontractor of Subrecipient responsible for the financial management of funds received under this Agreement. Subrecipient shall at Subrecipient's expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, a copy of any annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement that is performed due to state law or regulation or conducted as an independent activity. Subrecipient shall also at its expense, submit to Ride Connection at the foregoing address, a copy of the management letter that accompanies an

annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement.

- C. Audit Passthrough to Subcontractors - Subrecipient further agrees to include in any third party contract under this Agreement a provision to the effect that the contractor must retain and grant Ride Connection, TriMet, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their authorized representatives access to all books, documents, papers and records directly pertinent to the contract, for the purpose of making audit, examination, excerpts and transcriptions, until the expiration of six (6) years (three years for federal retention requirements and an additional three years for state retention requirements) after final payment under the contract or expiration of the contract if expiration is later. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between Ride Connection and Subrecipient, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals and exceptions have been resolved. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.
- D. The foregoing provisions are in addition to and not in lieu of any other applicable federal or state laws, regulations, rules, circulars or directives. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.

3. Reporting Requirements

- A. Monthly reports shall be due on the **20th** day after the end of the preceding month.
- B. Reports shall include complete information required by FTA Circular 5010.1C, Chapter 1, Section (5) Reporting Requirements, particularly the status of grant activity line items, budget and schedule changes, milestone revisions or cost variances, outstanding claims, change orders and other information that the circular may require. Ride Connection may require additional reporting information from the Subrecipient.

4. Compensation

- A. Agreed Price - The maximum funding to be disbursed to Subrecipient under this Agreement is **\$5,047**. Ride Connection shall pay Subrecipient for full, complete, and satisfactory performance of the Services, upon Ride Connection's receipt of payment from TriMet for Subrecipient's Services, at the price and/or rates mutually agreed by the parties under this Agreement for the applicable project. No other costs, rates, or fees shall be payable to the Subrecipient. Except as set forth in this Agreement, Subrecipient shall bear sole responsibility for all additional expenses incurred in connection with its performance of the Services.
- B. Payment Terms - Subrecipient shall submit to Ride Connection monthly invoices and any other documentation requested by Ride Connection for payment at such times as will enable Ride Connection to apply for payment from TriMet in a timely manner. When required by Ride Connection, and as a condition precedent to any payment, and particularly final payment, Subrecipient shall provide, in a form satisfactory to Ride Connection, lien

releases, claim waivers, and affidavits of payment from Subrecipient, and its lower-tier subcontractors and suppliers of any tier, for any portion of Subrecipient's Services.

- C. Withholding - Ride Connection may withhold payment of funds or offset future payments against funds already paid to Subrecipient if the funds are not being used in accordance with this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the Subrecipient's performance, subject to the dispute resolution process in section 18. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and shall, upon breach of conditions that require Ride Connection to reimburse funds to TriMet, hold harmless and indemnify Ride Connection for an amount equal to the funds required to be repaid or withheld. In the event a creditor imposes any lien or claim for labor, fringe benefits, taxes, supplies, materials, equipment rental or other charges against the Services covered by this Agreement, thereby legally encumbering the Services, the amount of such obligation may be deducted by Ride Connection from any payment or payments, including retainage, made under this Agreement.
- D. Subrecipient will use the indirect rate of **0%** to recover costs that are not directly traceable to a particular project/program. This rate applies to all activities referenced in Exhibit A. Indirect cost rate should be applied to Modified Total Direct Costs (MTDC) after subtracting any donations received. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participants support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs.

If the Subrecipient chooses to develop an indirect cost proposal to support a rate higher than the indirect rate in the future, it must be approved. Ride Connection will review the proposal to ensure compliance with Uniform Guidance requirements and negotiate with the Subrecipient if Federal requirements allow for a higher rate.

5. Independent Contractor

Subrecipient is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to workers compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient shall have sole control and supervision over the manner in which services are performed, subject only to consistency with the terms of this Agreement. Neither Subrecipient, nor its officers, directors, employees, subcontractors or drivers, are officers, employees or agents of Ride Connection as those terms are used in ORS 30.265. Subrecipient, its directors, officers, employees, subcontractors or drivers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of Ride Connection for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise or joint venture between the parties.

6. Confidential Information

Subrecipient agrees to hold Confidential Information in strict confidence, using at least the same

degree of care that Subrecipient uses in maintaining the confidentiality of its own confidential information, but no less stringent as reasonable care, and shall not, without the disclosing entity's prior written consent, 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 purposes whatsoever, other than the provision of Services hereunder. Subrecipient shall advise Ride Connection immediately if Subrecipient learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Section, and Subrecipient shall, at its expense, cooperate with Ride Connection in seeking injunctive or other equitable relief against any such person.

7. Indemnification

- A. Indemnified Conditions – To the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Subrecipient agrees to fully indemnify, defend, and hold harmless the State of Oregon, TriMet, Ride Connection and their directors, officers, employees and agents (the “Indemnitees”) from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation, resulting from or arising out of the activities of Subrecipient, its officers, employees or agents under this Agreement, to the fullest extent permitted by law, including but not limited to the following:
- (i) Bodily injury or death to any person;
 - (ii) Property damage to any personal or real property owned by anyone;
 - (iii) Failure to comply with any health and safety, corporate or administrative ordinances, regulations, orders, permits, licenses, and laws;
 - (iv) Infringement of any intellectual property or other third party rights;
 - (v) Discharge or causing the discharge of any hazardous or polluting substance; and
 - (vi) Liens, claims, demands, or suits of whatever nature brought by Subrecipient's laborers, subcontractors, material and equipment providers, or other creditors to enforce a right of any kind made upon or against the Services or the real property where the Services are performed.
- B. Indemnity by Subcontractors - Subrecipient agrees to include in any third party contract under this Agreement a provision to the effect that the contractor shall fully indemnify, hold harmless and defend, and hold harmless the State of Oregon, TriMet, Ride Connection, Clackamas County, and their directors, officers, employees and agents (the “Indemnitees”) from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation, resulting from or arising out of the activities of such subcontractor, its officers, employees or agents under the contract between Subrecipient and such subcontractor procured pursuant to this Agreement.
- C. Indemnitee Consent - Subrecipient shall not defend any claim in the name of the State of Oregon, any Agency of the State of Oregon, TriMet, Ride Connection, or Clackamas County, not purport to act as legal representative of same, without the prior written consent of the Oregon Attorney General, TriMet, Ride Connection or Clackamas County.

- D. Limitation on Indemnification - Subrecipient's indemnification above shall not include any liability to the extent caused by or resulting from the concurrent negligence of any Indemnitees. Any legal limitations now or hereafter in effect affecting the validity or enforceability of the indemnity, defense and hold harmless obligations assumed by Subrecipient pursuant to this Agreement shall operate to amend the Subrecipient's obligations only to the minimum extent necessary for the indemnity, defense and hold harmless contractual provision to conform with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect.
- E. No Consequential Damages – Neither Ride Connection nor any of its officers, employees, directors, and agents shall have any liability to Subrecipient regardless of the theory of recovery, including breach of contract or negligence, to the other party for any indirect, incidental, special, or consequential damages, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. However, Subrecipient's obligations under this Agreement are conditioned on receiving the funds from Ride Connection.

8. Workers Compensation

Subrecipient, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or employers that are exempt under ORS 656.126(2). Subrecipient expressly waives any statutory or common law immunity, in accordance with the Oregon Revised Statutes, Vol. 14, Section 656, Revised Code of Washington, Title 51, as amended, or any other applicable laws or regulations that would otherwise shield an employer from insurance subrogation or other claims.

9. Insurance

- A. While this Agreement is in effect, Subrecipient agrees that it shall maintain in effect the insurance coverage set forth below, as well as to require any subcontractors it uses to agree to comply with the insurance requirements provided below. Failure of Ride Connection to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Ride Connection to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subrecipient's obligation to require such insurance from its subcontractors.

Clackamas County is self-insured for workers' compensation, and general, auto and professional liability, in accordance with the provisions of ORS 30.272 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. The County's exposure for general, auto and professional liability is limited by ORS 30.272 to: \$126,200/\$630,800 property damage and \$1,538,000 total damages per occurrence.

- B. Subrecipient's subcontractors, if any, shall be responsible for payment of all respective premiums and deductibles. Insurance shall be maintained of the types and in the amounts described below, and shall be from carriers acceptable to Ride Connection:
 - 1) Commercial General Liability (CGL) Insurance covering bodily injury and property

damage with a limit of not less than \$2,000,000 each occurrence.

- 2) Business Auto Liability Insurance covering bodily injury and property damage with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).
- 3) Workers Compensation and Employer's Liability Insurance. The employer's liability limit shall not be less than \$1,000,000 each accident for bodily injury by an accident and \$1,000,000 each employee for bodily injury by disease. The workers compensation limit shall be equivalent to or better than the Oregon statutory limits.
- 4) Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.
- 5) Tail Coverage, if any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the sub agreement for subcontractors, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and TriMet's acceptance of all services required under this Agreement, and the subcontractors completion and Subrecipient's acceptance of all services required under the sub agreement or, (ii) the expiration of all warranty periods provided under the sub agreement with respect to the subcontractor. Notwithstanding the foregoing 24-month requirement, if the subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the subcontractor may request and TriMet may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If TriMet approval is granted, the subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- 6) The insurance required under this Paragraph shall:
 - a) Include Ride Connection, TriMet, the State of Oregon, the Federal Transit Administration, and each of their respective directors, officers, agents, elected officials, and employees as additional insureds with respect to work or operations connected with the Agreement, and
 - b) The Subrecipient or its insurer must provide 30 days' written notice to Ride Connection before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

10. Claims, Notice

- A. Notice Period - Subrecipient shall provide written notice of any claim under this Agreement to Ride Connection within five (5) business days of the circumstances giving rise to the claim or within sufficient time to allow Ride Connection to give notice to TriMet pursuant to the Prime Contract (whichever is sooner).
- B. Notice Content - Any claim by Subrecipient must set forth in detail the entitlement and quantum basis for Subrecipient's claim with supporting data and/or the entitlement basis to Ride Connection.

- C. Requirement to Continue Services - Whether or not Subrecipient has a claim pending with Ride Connection, Subrecipient shall continue performing Services under this Agreement. Any suspension of Services by Subrecipient, without written consent by Ride Connection, may be considered by Ride Connection as a material breach of this Agreement. Ride Connection does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless Ride Connection's waiver is unequivocal, explicit, and in writing. However, Subrecipient's obligations to provide Services under this Agreement is conditioned on receiving the funds from Ride Connection, and failure to provide the agreed funding is a material breach of the Agreement by Ride Connection.

11. Termination

- A. Ride Connection may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Subrecipient, or at such later date as may be established by Ride Connection, under any of the following conditions:
- 1) Subrecipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - 2) Subrecipient fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;
 - 3) Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
 - 4) Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;
 - 5) Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
 - 6) Subrecipient takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.
 - 7) Subrecipient may terminate this Agreement, in whole or in part, upon 30 days written notice to Ride Connection
- B. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

12. Compliance with Laws

- A. Federal laws and regulations - In addition to those elsewhere specified, Subrecipient shall comply with any applicable federal, state and local laws, rules and regulations applicable to the project hereunder, including but not limited to the following: all federal, state and

local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services. Subrecipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable: (1) Title VI of the Civil Rights Act of 1964; (2) Title V and Section 504 of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659a.142; (4) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (5) the Clean Air Act (42 U.S.C. 7401-7671q); (6) the Water Pollution Control Act as amended (33 U.S.C. 1251-1387); (7) Executive Order 11738; (8) Environmental Protection Agency regulations (40 CFR part 15); and (9) and all applicable standards, orders, regulations and administrative rules established pursuant to the foregoing laws.

- B. Payment of taxes and business license - Subrecipient shall comply with all federal, state, and local employment and labor laws and regulations in all aspects of its operations, including, but not limited to, all applicable federal, state, or local labor or employment laws including but not limited to laws and regulations regarding hiring, training, assignments, promotions, discipline and/or discharge, including but not limited to the Services Contract Act (“SCA”), for which it is Subrecipient’s sole responsibility to determine if the SCA applies to it and the Services. Ride Connection may from time to time at its sole discretion seek and obtain a certification from Subrecipient that it is in compliance with the foregoing, and Subrecipient will provide, upon reasonable request by Ride Connection, such documents and supporting materials to evidence Subrecipient’s compliance with this Section.

13. Term

This Agreement shall begin on **7/1/2021** and shall remain in effect through **6/30/2022** unless terminated sooner under the provisions of this Agreement.

14. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below:

Ride Connection:
John Whitman
Ride Connection
9955 NE Glisan St.
Portland, OR 97220

Subrecipient:
Kristina Babcock
Clackamas County Social Services
2051 Kaen Rd
Oregon City, OR 97045-1819

15. No Third Party Beneficiary

Ride Connection and Subrecipient are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect or otherwise to any other party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

16. Assignment

Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this

Agreement to any other party without the prior written consent of Ride Connection. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by Ride Connection.

17. Governing Law

This Agreement shall be governed by the laws of the State of Oregon, to the express exclusion of all other choice of law alternatives.

18. Dispute Resolution

- A. Executive Negotiation - The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any Services performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business. Such notice shall include a statement of that party's position and documentation supporting that parties claim and the name and title of the executive who will be representing that party and any other person who will accompany the executive. The receiving party shall respond in kind within five (5) days of the date of notice. Within ten (10) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. If dispute is not then resolved, either party may give the other written notice that these executive negotiations are concluded. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence. Time requirements herein may be modified upon mutual written consent of the parties.
- B. Mediation - In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice of concluded negotiations following the Mediation Rules published by the Arbitration Service of Portland, Inc. Unless the parties agree otherwise, mediation shall be held in Portland, Oregon. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction.
- C. Arbitration - In the event that the parties are unable to settle the dispute through negotiation and mediation as set forth above, either party may seek final resolution through binding arbitration pursuant to the Commercial Arbitration Rules of the Arbitration Service of Portland, Inc. for one arbitrator. The arbitrator's decision shall be binding, final, and enforceable by any court with appropriate jurisdiction in accordance with the Rules of the Arbitration Serviced of Portland, Inc.

19. Entire Agreement/Authority

This Agreement, exhibits, and any other attachments constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. 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 Ride Connection to enforce any provision of this Agreement shall not constitute a waiver by Ride Connection of that or any other provision. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

This Agreement may be executed in two or more counterparts (by facsimile or scanned email PDF), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

20. Severability

If any provision of this Subcontract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

21. Surviving Provisions

Notwithstanding termination or expiration of this Agreement, the following provisions shall survive and continue to be in full force and effect: 1D (Audit); 2A (Recordkeeping); 6 (Confidential Information); 7 (Indemnification); 8 (Workers Compensation Insurance); 9 (Insurance); 17 (Governing Law); 18 (Dispute Resolution); and 21 (Surviving Provisions).

22. Prompt Payment

Subrecipient shall make payment promptly, as due, to all persons supplying to the Subrecipient labor or material for the performance of the work provided for in the contract. At a minimum, Subrecipient shall pay subcontractors no later than thirty (30) days from receipt of payment from Ride Connection. Subrecipient shall not hold retainage from subcontractors.

23. Agreement Documents

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein reference:

- Exhibit A: Scope of Work
- Exhibit B: Federal Terms and Conditions
- Exhibit C: Funding Information
- Exhibit D: Lobbying Certificate (signature required)
- Exhibit E: Nondiscrimination Certificate
- Exhibit F: Reporting Requirements

WISHING TO BE LEGALLY BOUND, the parties have caused this Agreement to be executed below by each party's duly authorized representative:

RIDE CONNECTION, INC.

Signature

Julie Wilcke Pilmer

Printed Name

Chief Executive Officer

Title

Date

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair

Commissioner: Sonya Fischer

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Mark Shull

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Approved to Form:


By: _____
Asst. County Counsel

Dated: 7/27/2021

EXHIBIT A

Clackamas County Social Services
Contract No. 18929

SCOPE OF WORK

July 1, 2021

The goods and/or services to be provided by the Clackamas County Consortium include, but are not limited to the following:

A Participate in Cost Savings Activities:

Clackamas County agrees to participate in coordination activities with Ride Connection and other transportation providers Ride Connection contracts with to provide transportation services (“Service Partners”) in the network to meet the demand for service in a cost effective manner.

B Coordinate Customer Information, Referral, and Trip Scheduling Activities with the Ride Connection Service Center:

Service partners, who utilize the Ride Connection Service Center to coordinate trips, recognize that this service is currently being funded by dollars outside of this contract. Service Partners agree to work with Ride Connection to investigate opportunities and create solutions to recoup costs accrued for the service performed. Not currently applicable to the Clackamas County programs.

C Establish and Maintain Customer Confidentiality:

Service Partners agree to maintain the confidentiality of all customer records exchanged with Ride Connection or accessed through Ride Connection coordination, scheduling and dispatch software. In the process of providing service, Service Partners agree to provide only the customer information that is necessary in order for the driver to provide the appropriate level of service for the trip being provided.

D Maintain a sufficient number of qualified, approved paid and volunteer drivers and concierge and administrative hours to meet project goals.

E Recruit volunteer drivers to drive Ride Connection vehicles, or who are willing to provide proof of coverage if driving their own vehicles and who will meet the criteria necessary to allow them to drive for a Ride Connection program.

F Participate with Ride Connection, TriMet and other partners in the development of local, regional and agency specific service plans. Help recruit customers to actively participate in planning processes and service design.

G Coordinate outreach activities with Ride Connection. Perform marketing and outreach to community points that are key destinations for older adults and people with disabilities. Participate in Ride Connection sponsored events.

H Increase transportation options available to TriMet ADA eligible individuals who, because of their mobility impairment, geographic barriers, or trip destination, may be difficult for LIFT to serve or may require more personalized attention.

I Establish transportation options, for older adults or people with disabilities, in the community at large that encourage group trips to common community destinations such as shopping, recreation, senior centers, and nutrition sites.

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- J Encourage older adults and people with disabilities to become aware of and connect with available transportation and community-based services as an alternative to LIFT ADA paratransit services for some or all of their trips.
- K Provide Ride Connection with back up documentation for billing line items upon request.
- L Orient drivers to the agency’s transportation program and ensure they comply with required training and are aware of other specialized training opportunities available through Ride Connection to maintain safety of operations.
- M Attend regular coordination and training meetings to be conducted by Ride Connection.
- N Allow TriMet, or Ride Connection representatives to contact a random sample of clients for monitoring and service verification purposes. Clients will be contacted by mail or phone. Agencies will be given a copy of the questionnaire in advance of mailing.
- O Notify Ride Connection as soon as possible of unusual conditions that will affect the delivery of services.
- P Implement Ride Connection’s client donation policy to seek rider donations comparable to the TriMet LIFT fare, when appropriate.
- Q Cooperate in the mutually agreed upon submission of requests for additional public or private funds for program expansion and enhancement.
- R Cooperate in transportation coordination efforts with other organizations such as churches, schools, businesses, and transportation providers.
- S Implement customer feedback (i.e. complaint, compliment) procedures for individuals using community-based transportation.
- T Provide service throughout the contract term.

Funding Source Definitions and Restrictions

FTA 5310

Federal Transit Administration 5310 funding is a Federal funding source. This funding can be applied to program operations for both volunteer and paid driver services that are specific to the designated project(s).

Project Funding, Duration and Performance Goals

Contractor will report all rides, including those paid for with Agency Other money, to Ride Connection

Project	Agency	Performance Goal	Funding Source	Grant Amount	50% Match Amount
Veterans Driving Veterans	Clackamas County H3S/SSD	2500 miles/month and 71 rides/month	5310(CFDA 20.513) Federal	\$5,047	\$0 TriMet is funding match for in district
Totals:				\$5,047	\$0

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Project Service Areas

Project	Service Area
Veterans Driving Veterans	All of Clackamas County

Project Service Days and Times

Project	Service Day(s)	Service Hours
Veterans Driving Veterans	M-Th (Dispatch) M-F (Rides)	8:00 AM – 5:00 PM

Project Customer Attributes and Levels of Service

Project	Customer Attributes	Level of Service
Veterans Driving Veterans	Veterans over 65 and Veterans with Disabilities	Door to Door, Door through Door

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Summary of Federal Terms and Conditions and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements (“Certifications and Assurances”) and Federal Transit Administration Master Agreement (“Master Agreement”)

Provider and Provider’s Subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/fta-fiscal-year-2019-certifications-and->. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Provider must submit to Ride Connection on or before July 1 of each year during the term of this Agreement an executed copy of the Certifications and Assurances by printing the form available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>, completing the form and sending it to Ride Connection.

Provider shall comply with the following provisions and require in its subagreements that the subcontractors comply with all applicable requirements included in the Master Agreement that is signed and attested to by State as if the subcontractors were Provider.

Provider agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from Ride Connection or by calling the State at (503) 986-3300, or at <http://fta.dot.gov/documents/21-Master.pdf>.

Special Federal Terms and Conditions

1. No Government Obligation to Third Parties

Ride Connection and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Ride Connection, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statement and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C 3801 et seq. And U.S. DOT regulations, “Program Fraud civil Remedies, “49CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the

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contract, the Contractor certifies or affirms the truthfulness of any statement it has made, it makes, or causes to be made, that pertains to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Audit and Inspection of Records

- A. Contractor shall maintain a complete set of records relating to this contract, in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of Ride Connection, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.
- B. Contractor further agrees to include in all of its subcontracts under this contract a provision to the effect that the subcontractor agrees that Ride Connection, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Paragraph excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- C. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between Ride Connection and Contractor, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

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4. Right to Inventions(04/16)

If the contract meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5. Federal Changes (10/16)

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

6. Equal Employment and Civil Rights (04/16)

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity – Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” must include the specifications set forth in §60-4.3, in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The following equal employment opportunity requirements apply to the underlying contract:

- 1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees

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are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. Incorporation of Federal Transit Administration Terms

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Ride Connection requests which would cause Ride Connection to be in violation of the FTA terms and conditions.

8. Disadvantaged Business Enterprise (11/14)

A. Policy. Ride Connection participates in a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Ride Connection has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Ride Connection has signed an assurance that it will comply with 49 CFR Part 26. It is the policy of Ride Connection to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

B. Contractor and Subcontractor Obligation. Contractor and/or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the

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award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- i. Withholding monthly progress payments;
- ii. Assessing sanctions;
- iii. Liquidated damages; and/or
- iv. Disqualifying the contractor from future bidding as non-responsible.

Any subcontracts or subagreements entered into pursuant to this agreement must include this assurance.

9. Debarment and Suspension (04/16)

The certification in this clause is a material representation of fact relied upon by Ride Connection. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Ride Connection, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. A contract (or subcontract) award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180.

10. Solid Waste Disposal Act (10/16)

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Procurement of Recovered Materials (04/16)

Ride Connection and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that

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maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12. Recycled Products

The contractor agrees to comply with all the requirements of section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247

13. Byrd Anti-Lobbying Amendment (10/16)

Contractor shall not use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, the contractor agrees to comply with the following:

1. Laws, Regulations, Requirements, and Guidance. This includes:
 - a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,
 - b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
 - c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
2. Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

A. Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan. "Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian self-determination

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and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector. "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of

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such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

B. Prohibition

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(b) For purposes of paragraph B (2) (i) (a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(c) For purposes of paragraph B (2) (i) (a) of this section the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) For purposes of paragraph B (2) (i) (a) of this section, the following agency and legislative liaison activities are allowable only where they

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are prior to formal solicitation of any covered Federal action:

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by paragraph B (2) (i) of this section are allowable under paragraph B (2) (i).
- (ii) Professional and technical services by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
 - (b) For purposes of paragraph B (2) (ii) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not

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directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
 - (d) Only those services expressly authorized by paragraph B (2) (ii) of this section are allowable under paragraph B (2) (ii).
- (iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

- (iv) Professional and technical services by Other than Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
 - (b) For purposes of paragraph B (2) (iv) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying to any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not

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directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (e) Only those services expressly authorized by paragraph B (2) (iv) of this section are allowable under paragraph B (2) (iv).

C. Disclosure

- (1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph C (2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (c) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (C) (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C (1) of this section. That person shall forward all disclosure forms to the agency.

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Clackamas County Social Services
Contract# 18929

D. Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

14. Dispute Resolution and Remedies

14.1 Disputes

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

14.2 Performance During Dispute

Unless otherwise directed by Ride Connection, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

14.3 Remedies

All claims, counterclaims, disputes and other matters in question between TriMet and the Contractor arising out of or relating to this agreement or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within the State of Oregon in which Ride Connection is located.

14.4 Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies

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Clackamas County Social Services

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available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In the event that Ride Connection or Contractor fail to act, such failure shall not constitute a waiver of any right or obligation afforded to either party under the Contractor or by law, nor shall any such action or failure to act constitute an approval of or acceptance of any breach there under, except as may be specifically agreed in writing by both parties.

15. Clean Water Requirements (04/16)

If the total value of this contract exceeds \$150,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671q). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

16. Clean Water Requirements (04/16)

If the total value of this contract exceeds \$150,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671q). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

17. Environmental Violations

For all contracts and subcontracts in excess of \$100,000.00, Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (ENO329).

18. Energy Conservation

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC section 6321, et seq.).

EXHIBIT B

Clackamas County Social Services

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19. Privacy Act

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

20. Contract Work Hours and Safety Standards Act (04/16)

For contracts over \$100,000 involving mechanics or laborers. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- A. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

EXHIBIT B

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- C. Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

21. Drug-Free Workplace

Contractor shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace:

- (1) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while providing services to the DHS Clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions;
- (2) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;
- (3) Provide each employee to be engaged in the performance of Work under this Contract a copy of the statement mentioned in paragraph (1) above;
- (4) Notify each employee in the statement required by paragraph (1) that, as a condition of employment to perform Work under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (5) Notify Ride Connection within ten (10) days after receiving notice under subparagraph (4) from an employee or otherwise receiving actual notice of such conviction;
- (6) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;
- (7) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (1) through (6);
- (8) Require any subcontractor to comply with subparagraphs (1) through (7); and

EXHIBIT B

Clackamas County Social Services

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- (9) Neither Contractor, nor any of Contractor's employees, officers, agents or subcontractors may perform any Work required under this Contract while under the influence of drugs.

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

22. HIPAA Compliance

If the Services provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to deliver the Services in compliance with HIPAA to the extent applicable.

23. Pro-Children Act

Contractor shall comply and require anyone engaged in the performance of Work under this Contract to comply with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. Seq.).

24. Cargo Preference - Reserved

25. Fly America - Reserved

26. Davis-Bacon and Copeland Anti-Kickback Acts - Reserved

27. Seismic Safety - Reserved

28. Veterans Preference (04/16) - Reserved

29. Charter Service Operations (05/17)

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- a) General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the

EXHIBIT B

Clackamas County Social Services

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U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310 (a)(2),n and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non-urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

30. Charter Service Operations (05/17)

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

31. School Bus Operations (05/17)

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified

EXHIBIT B

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under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

32. Buy America (03/06) - Reserved

33. Patent and rights in Data (05/17) - Reserved

END OF EXHIBIT B

EXHIBIT C

Clackamas County Social Services
Contract #18929

PASS-THROUGH FUNDING INFORMATION FOR SUBRECIPIENTS

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) 2 CFR 200.

This agreement is financed by the funding source indicated below:

Assistance Listings Program or Title: *Enhanced Mobility of Seniors with Disabilities Program (49 U.S.C 5310)*

Assistance Listings Number and Name: *20.513 (5310)*

Federal Award Identification Number (FAIN): *Permanent FAIN tbd, as award is still pending execution in TrAMS; temporary FAIN is 1728-2021-13*

Subrecipient DUNS Number: *96992656*

Expected Federal Funding: *\$5,047*

Approved Indirect Cost Rate: *0%*

Federal Award Date: *tbd; still pending in TrAMS*

Award R&D? (Yes/No): *No*

Subaward Period of Performance (Start and End Dates): *-*

Federal Funding Agency (or other pass-through agency if different):

TriMet
Budgets and Grants
1800 SW 1st Avenue
Portland, OR 97210

U.S. Department of Transportation
Federal Transit Administration
1200 New Jersey Ave, SE
4th & 5th Floors - East Building
Washington, DC 20590

U.S. Department of Transportation
Federal Transit Administration
Region X Suite 3142
Federal Building
915 Second Avenue
Seattle, WA 98174

EXHIBIT C

Clackamas County Social Services
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Federal laws, regulations, or circulars that are expressly applicable to the funding source and project (but not limited to):

- A. Master Agreement (49 U.S.C. Chapter 53 and Title 23) – The FTA Master Agreement contains the standard terms and conditions that apply to the Underlying Agreement.
- B. Grant Management Requirements (Circular 5010.1E) – These requirements are intended to assist recipients in administering FTA-funded projects and in meeting reward responsibilities and reporting requirements. Recipients have a responsibility to comply with regulatory requirements and to be aware of all pertinent material to assist in the management of all federally assisted rewards.
- C. *Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program (Circular 5010.1G)* – *This circular issues guidance on the administration of the Enhanced Mobility of Seniors and Individuals with Disabilities Program under 49 U.S.C. 5310.*
- D. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Title 2 – Grants and Agreements; Subtitle A – Office of Management and Budget Guidance for Grants and Agreements; Chapter II – Office of Management and Budget Guidance; Part 200). Establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities and establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. The principles are designed that Federal awards bear their fair share of costs.

EXHIBIT D

Clackamas County Social Services

Contract #18929

LOBBYING CERTIFICATE

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

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

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

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

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

Clackamas County Social Services.

Signature: _____

Name: (print) Tootie Smith

Title: Board Chair

Date: _____

NOTE: CONTRACTORS ARE REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBRECIPIENT BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

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Clackamas County Social Services

Contract# 18929

NONDISCRIMINATION CERTIFICATE

Subrecipient certifies compliance with the following nondiscrimination requirements:

Nondiscrimination

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Subrecipient assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Subrecipient retains ownership or possession of the project property, whichever is longer, the Subrecipient assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Subrecipient assures that it will submit the required information pertaining to its compliance with these provisions.
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any Subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which

EXHIBIT E

Clackamas County Social Services

Contract# 18929

the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.

- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

Subrecipient acknowledges that it is subject to the requirements of FTA Circular 4702.1A "*Title VI and Title VI-Dependent Guidelines for FTA Recipients*" as a Subrecipient of federal funds under this Agreement. Further, Subrecipient shall provide Title VI compliance information and measures as may be determined by Ride Connection pursuant to the Circular.

Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Subrecipient assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Subrecipient assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

DBE

Subrecipient will comply with the applicable provisions of 49 CFR Part 26 related to Disadvantaged Business Enterprises and report quarterly to TriMet. This Agreement includes the following assurance by Subrecipient, and each contract Subrecipient signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contract, Subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as Ride Connection deems appropriate.

EXHIBIT F

Clackamas County Social Services

Contract# 18929

Reporting Requirements

Reports are due to the Service Data Specialist at Ride Connection by the 20th of each month.

Reports:

- Service Summary Reports
 - Trip Data
 - Financial Data (must reflect full monthly transportation program costs)
- Vehicle Operations Report and all vehicle invoices
- Unduplicated Age and Ethnicity Report

Required reporting items include:

- Trips by Trip Purpose
- Mileage
- Turndowns
- Volunteer and Paid Driver Hours
- Admin and Escort non-driver Volunteer hours
- Transportation Program Expenses
- Donations
- Funds received from other Agencies to support program (Agency Other)
- Unduplicated Riders (Counts by Age and Ethnicity)
- Vehicle Maintenance invoices (reimbursable and non-reimbursable amounts)
- Any other required fields requested to meet reporting requirements

Copies of the above stated forms must be created per each Provider's specific program requirements and will be sent to Providers electronically. Providers should always utilize the most current reporting forms sent by Ride Connection. All forms should be submitted electronically, unless otherwise instructed by Ride Connection.

Ride Connection must be notified on or before the 20th of each month if a delay in report submission is anticipated.

Reports and questions regarding reporting requirements should be directed to the Service Data Specialist:

Fax (503) 528-1755

partner_reporting@rideconnection.org

September 9, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Agreement #18949 with
Ride Connection, Inc. to Provide Funding for Rides Provided by
Volunteer Drivers under the Vets Drive Vets Program

Purpose/Outcomes	Funding for Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments
Dollar Amount and Fiscal Impact	Amount \$206,670. This agreement is funded through the agreements with TriMet and Ride Connection for TriMet General Fund dollars and 5310 FTA/ODOT Funds
Funding Source	TriMet General Funds and 5310 Pass-through funds. No County General Funds are involved
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	None
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.
Counsel Review	1. Date of Counsel review: 7/29/21 2. Initials of County Counsel performing review: KR
Procurement Review	1. Was this processed through Procurement? No 2. In no, provide brief explanation: This is a Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#10300

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of Agreement #18949 with Ride Connection, Inc. This Agreement provides funding for rides that originate inside the TriMet service district. All rides are provided throughout the County by members of the Clackamas County Community-based transportation network. This agreement provides the funding for the core base-services that are provided inside the TriMet district. These funds help residents to remain independent and engaged in their community as long as possible.

Any disabled adult or person over the age of 65 living in Clackamas has access to transportation services either through their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. The Centers located in Estacada, Gladstone, Lake Oswego, Milwaukie, and Oregon City provide rides in lift equipped mini-buses and/or vans to residents in their service area. The transportation services provided by senior centers are primarily to

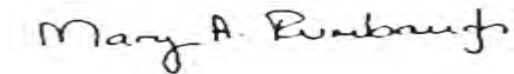
the centers for participation in the nutrition programs and the various services and recreational programs offered at the centers. However, the Centers also provide group transportation for shopping, personal business, and medical appointments in their local area. The TRP program utilizes this funding to provide rides provided by volunteer drivers driving their privately owned autos. TRP provides transportation throughout the county and to medical facilities located in the Portland-metro area. The majority of TRP rides are for medical transportation or personal business. TRP's rides for residents to conduct other personal business includes accessing food banks and grocery stores. In general, all programs offer transportation weekdays between 8:00 am and 5:00pm.

This agreement is late due to Ride Connection not being able to release agreements to its sub-recipients until TriMet released their agreement and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its agreements for FY21/22. County Council reviewed and approved this agreement on 7/29/21. No County General Funds are involved.

RECOMMENDATION:

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

Respectfully submitted,



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

**SERVICES AGREEMENT #18949
BETWEEN
Ride Connection and Clackamas County Social Services**

PARTIES:

1. Ride Connection, Inc. ("Ride Connection" or "Recipient"), and
2. Clackamas County, a political subdivision of the State of Oregon, on behalf of its Health, Housing & Human Services Department, by and through the Social Services Division ("Subrecipient")

RECITALS:

1. In the reauthorization of the Transportation Bill (MAP-21) signed into law on July 6, 2012, federal funding was established for programs that meet the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs.
2. Pursuant to federal requirements, a selection process has been conducted and Subrecipient was selected for a project through this process.
3. Ride Connection and Subrecipient enter into this Subrecipient Agreement (the "Agreement") for the purpose of procuring Subrecipient's services, for which payment in part shall be from 5310 Funds.

AGREEMENTS:

1. General

- A. Scope of Agreement - This Agreement contains the terms and conditions that governs all services, and deliverables, (the "Services") to be performed by Subrecipient during the Term of this Agreement, which shall be amended as needed for one or more projects. However, execution of this Agreement does not obligate Ride Connection to award any Services to Subrecipient, other than the initial scope of Services attached in Exhibit A.
 - (1) This Agreement consists of this document, all Exhibits or other attachments, and other documents referenced herein and incorporated by this reference. Subrecipient shall comply with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (a) the terms and conditions applicable to a "Recipient" set forth in the Prime Contract; (b) OMB Circular 2 CFR 200 (c) FTA Master Agreement, (d) Annual Certifications and Assurances, and (e) FTA C 9070.1G.
 - (2) Subrecipient agrees to comply with all Subrecipient monitoring policies, procedures, and other requirements that may be established by Ride Connection, including but

not limited to Title VI compliance and the Ride Connection Operation Manual for Transportation Managers (<https://rideconnection.org/partner>).

- B. Scope of Services and Changes - Subrecipient agrees that it is under a continuing obligation to comply with the foregoing requirements, as they be modified or amended from time to time. Subrecipient further agrees to execute the funded activities described in Exhibit A, in accordance with the terms of those requirements, as they may be amended during the term of this Agreement. This Agreement is subject to any amendments required as a result of agreement between TriMet and Ride Connection or pass-through obligations affecting Subrecipient's scope of Services, and is hereby amended to incorporate those changes. In the event any change to the Services as requested by Ride Connection results in a material increase or decrease in the Services, then an equitable adjustment in the total compensation owed to Subrecipient by Ride Connection shall be determined by Ride Connection and subsequent payments adjusted accordingly. Similarly, if any change to the Services results in a material change to the project schedule, it shall also be accordingly determined and adjusted by Ride Connection after consultation with Subrecipient.
- C. Schedule - Subrecipient and Ride Connection agree that time is of the essence for all activities comprising the Services under this Agreement.
- D. Audit Right - Subrecipient agrees that Ride Connection rights of audit and review under Paragraph 2 of this Agreement specifically include Subrecipient's financial records, management and program systems, and any associated records. Subrecipient shall comply with any monitoring and audit requirements established by Ride Connection pertaining to this Agreement.
- E. Subcontracts - Subrecipient shall not enter into subcontracts for performance of Services under this Agreement except as may be specifically authorized by this Agreement in the attached and incorporated Exhibit A. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract entered into. Subrecipient agrees that any subcontractor performing services under this Agreement shall comply with the requirements of this Agreement including FTA third-party agreement contract provisions and requirements, as may be amended, and shall enter into a written agreement with each subcontractor requiring the incorporation of those requirements as applicable to each tier. Any delay or defect in the performance of any part of Subrecipient's Services shall not relieve Subrecipient of its primary obligation under this Agreement to ensure timely and satisfactory performance of all the Services. Any subcontractor delay or defect in performance under this Agreement shall be subject to the indemnification provisions of Section 7. Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies" 49 CFR Part 31, apply to its actions pertaining to the Services under this Agreement. Upon execution of this Agreement, Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or cause to be made pertaining to this Agreement. In addition to other penalties that may be applicable, Subrecipient acknowledges that if it makes, or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.

- (1) Subrecipient also acknowledges that if it makes, or causes to be made a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under 49 U.S.C. Chapter 53 or any other Federal law, the Government reserves the rights to impose penalties of 18 U.S.C. 1001 and 49 U.S.C 5323(1) on Subrecipient, to the extent the Federal Government deems appropriate.
 - (2) Subrecipient agrees to include the above two clauses in each subcontract it awards under this Agreement financed in whole or in part with FTA funds. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.
- F. Drug-Free Workplace Agreement - Contractor is required to verify that Contractor, its principals, and affiliates will maintain a drug-free workplace for all employees and to have an antidrug policy and awareness program. Drug-free workplace means a site for the performance of work done in connection with a specific award at which employees of the recipient are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance (source: 49 CFR § 32.635).

2. Inspection of Records and Services

- A. Recordkeeping Term - Subrecipient shall maintain intact and readily accessible a complete set of records relating to this Agreement for six (6) years after the date of transmission of the final expenditure report for the Project or if expiration is later, upon expiration of the Agreement, including but not limited to all data, documents, reports, records, contracts and supporting materials as the Federal government, TriMet or Ride Connection may require. Subrecipient shall permit Ride Connection, TriMet, or the Secretary of State of the State of Oregon, the U.S. Department of Transportation, and the Comptroller General of the United States, and all of their respective authorized representatives, to inspect and audit all work, Services, materials, payrolls, books, accounts, and other data and records of Subrecipient relating to its performance under this Agreement until the expiration of six (6) years after the date of transmission of the final expenditure report for the Project or expiration of the Agreement, if expiration is later. Upon request by Ride Connection, Subrecipient shall provide Ride Connection access to records maintained by Subrecipient under this Agreement.
- B. Annual Self-Audit - Subrecipient shall follow the requirements stated in the Single Audit Act, 31 U.S.C. 7501 et seq. If Subrecipient expends Federal funds in excess of \$750,000 from all sources in its fiscal year, Subrecipient is subject to audit conducted in accordance with OMB Circular 2 CFR 200, Audits of States, Local governments, Non-profit Institutions. Subrecipient shall, at Subrecipient's own expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, an annual audit covering the funds expended under this Agreement and shall submit the annual audit of any subcontractor of Subrecipient responsible for the financial management of funds received under this Agreement. Subrecipient shall at Subrecipient's expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, a copy of any annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement that is performed due to state law or regulation or conducted

as an independent activity. Subrecipient shall also at its expense, submit to Ride Connection at the foregoing address, a copy of the management letter that accompanies an annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement.

- C. Audit Passthrough to Subcontractors - Subrecipient further agrees to include in any third party contract under this Agreement a provision to the effect that the contractor must retain and grant Ride Connection, TriMet, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their authorized representatives access to all books, documents, papers and records directly pertinent to the contract, for the purpose of making audit, examination, excerpts and transcriptions, until the expiration of six (6) years (three years for federal retention requirements and an additional three years for state retention requirements) after final payment under the contract or expiration of the contract if expiration is later. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between Ride Connection and Subrecipient, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals and exceptions have been resolved. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.
- D. The foregoing provisions are in addition to and not in lieu of any other applicable federal or state laws, regulations, rules, circulars or directives. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.

3. Reporting Requirements

- A. Monthly reports shall be due on the **20th** day after the end of the preceding month.
- B. Reports shall include complete information required by FTA Circular 5010.1C, Chapter 1, Section (5) Reporting Requirements, particularly the status of grant activity line items, budget and schedule changes, milestone revisions or cost variances, outstanding claims, change orders and other information that the circular may require. Ride Connection may require additional reporting information from the Subrecipient.

4. Compensation

- A. Agreed Price - The maximum funding to be disbursed to Subrecipient under this Agreement is **\$206,670**. Ride Connection shall pay Subrecipient for full, complete, and satisfactory performance of the Services, upon Ride Connection's receipt of payment from TriMet for Subrecipient's Services, at the price and/or rates mutually agreed by the parties under this Agreement for the applicable project. No other costs, rates, or fees shall be payable to the Subrecipient. Except as set forth in this Agreement, Subrecipient shall bear sole responsibility for all additional expenses incurred in connection with its performance of the Services.
- B. Payment Terms - Subrecipient shall submit to Ride Connection monthly invoices and any other documentation requested by Ride Connection for payment at such times as will enable Ride Connection to apply for payment from TriMet in a timely manner. When

required by Ride Connection, and as a condition precedent to any payment, and particularly final payment, Subrecipient shall provide, in a form satisfactory to Ride Connection, lien releases, claim waivers, and affidavits of payment from Subrecipient, and its lower-tier subcontractors and suppliers of any tier, for any portion of Subrecipient's Services.

C. Withholding - Ride Connection may withhold payment of funds or offset future payments against funds already paid to Subrecipient if the funds are not being used in accordance with this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the Subrecipient's performance, subject to the dispute resolution process in section 18. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and shall, upon breach of conditions that require Ride Connection to reimburse funds to TriMet, hold harmless and indemnify Ride Connection for an amount equal to the funds required to be repaid or withheld. In the event a creditor imposes any lien or claim for labor, fringe benefits, taxes, supplies, materials, equipment rental or other charges against the Services covered by this Agreement, thereby legally encumbering the Services, the amount of such obligation may be deducted by Ride Connection from any payment or payments, including retainage, made under this Agreement.

D. Subrecipient will use the indirect rate of **0%** to recover costs that are not directly traceable to a particular project/program. This rate applies to all activities referenced in Exhibit A. Indirect cost rate should be applied to Modified Total Direct Costs (MTDC) after subtracting any donations received. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participants support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs.

If the Subrecipient chooses to develop an indirect cost proposal to support a rate higher than the indirect rate in the future, it must be approved. Ride Connection will review the proposal to ensure compliance with Uniform Guidance requirements and negotiate with the Subrecipient if Federal requirements allow for a higher rate.

5. Independent Contractor

Subrecipient is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to workers compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient shall have sole control and supervision over the manner in which services are performed, subject only to consistency with the terms of this Agreement. Neither Subrecipient, nor its officers, directors, employees, subcontractors or drivers, are officers, employees or agents of Ride Connection as those terms are used in ORS 30.265. Subrecipient, its directors, officers, employees, subcontractors or drivers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of Ride Connection for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise or joint venture between the parties.

6. Confidential Information

Subrecipient agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Subrecipient uses in maintaining the confidentiality of its own confidential information, but no less stringent as reasonable care, and shall not, without the disclosing entity's prior written consent, 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 purposes whatsoever, other than the provision of Services hereunder. Subrecipient shall advise Ride Connection immediately if Subrecipient learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Section, and Subrecipient shall, at its expense, cooperate with Ride Connection in seeking injunctive or other equitable relief against any such person.

7. Indemnification

- A. Indemnified Conditions – To the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Subrecipient agrees to fully indemnify, defend, and hold harmless the State of Oregon, TriMet, Ride Connection and their directors, officers, employees and agents (the “Indemnitees”) from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation, resulting from or arising out of the activities of Subrecipient, its officers, employees or agents under this Agreement, to the fullest extent permitted by law, including but not limited to the following:
- (i) Bodily injury or death to any person;
 - (ii) Property damage to any personal or real property owned by anyone;
 - (iii) Failure to comply with any health and safety, corporate or administrative ordinances, regulations, orders, permits, licenses, and laws;
 - (iv) Infringement of any intellectual property or other third party rights;
 - (v) Discharge or causing the discharge of any hazardous or polluting substance; and
 - (vi) Liens, claims, demands, or suits of whatever nature brought by Subrecipient's laborers, subcontractors, material and equipment providers, or other creditors to enforce a right of any kind made upon or against the Services or the real property where the Services are performed.
- B. Indemnity by Subcontractors - Subrecipient agrees to include in any third party contract under this Agreement a provision to the effect that the contractor shall fully indemnify, hold harmless and defend, and hold harmless the State of Oregon, TriMet, Ride Connection, Clackamas County, and their directors, officers, employees and agents (the “Indemnitees”) from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation, resulting from or arising out of the activities of such subcontractor, its officers, employees or agents under the contract between Subrecipient and such subcontractor procured pursuant to this Agreement.
- C. Indemnitee Consent - Subrecipient shall not defend any claim in the name of the State of Oregon, any Agency of the State of Oregon, TriMet, Ride Connection, or Clackamas

County, not purport to act as legal representative of same, without the prior written consent of the Oregon Attorney General, TriMet, Ride Connection or Clackamas County.

- D. Limitation on Indemnification - Subrecipient's indemnification above shall not include any liability to the extent caused by or resulting from the concurrent negligence of any Indemnitees. Any legal limitations now or hereafter in effect affecting the validity or enforceability of the indemnity, defense and hold harmless obligations assumed by Subrecipient pursuant to this Agreement shall operate to amend the Subrecipient's obligations only to the minimum extent necessary for the indemnity, defense and hold harmless contractual provision to conform with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect.
- E. No Consequential Damages – Neither Ride Connection nor any of its officers, employees, directors, and agents shall have any liability to Subrecipient regardless of the theory of recovery, including breach of contract or negligence, to the other party for any indirect, incidental, special, or consequential damages, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. However, Subrecipient's obligations under this Agreement are conditioned on receiving the funds from Ride Connection.

8. Workers Compensation

Subrecipient, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or employers that are exempt under ORS 656.126(2). Subrecipient expressly waives any statutory or common law immunity, in accordance with the Oregon Revised Statutes, Vol. 14, Section 656, Revised Code of Washington, Title 51, as amended, or any other applicable laws or regulations that would otherwise shield an employer from insurance subrogation or other claims.

9. Insurance

- A. While this Agreement is in effect, Subrecipient agrees that it shall maintain in effect the insurance coverage set forth below, as well as to require any subcontractors it uses to agree to comply with the insurance requirements provided below. Failure of Ride Connection to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Ride Connection to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subrecipient's obligation to require such insurance from its subcontractors.

Clackamas County is self-insured for workers' compensation, and general, auto and professional liability, in accordance with the provisions of ORS 30.272 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. The County's exposure for general, auto and professional liability is limited by ORS 30.272 to: \$126,200/\$630,800 property damage and \$1,538,000 total damages per occurrence.

- B. Subrecipient's subcontractors, if any, shall be responsible for payment of all respective premiums and deductibles. Insurance shall be maintained of the types and in the amounts

described below, and shall be from carriers acceptable to Ride Connection:

- 1) Commercial General Liability (CGL) Insurance covering bodily injury and property damage with a limit of not less than \$2,000,000 each occurrence.
- 2) Business Auto Liability Insurance covering bodily injury and property damage with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).
- 3) Workers Compensation and Employer's Liability Insurance. The employer's liability limit shall not be less than \$1,000,000 each accident for bodily injury by an accident and \$1,000,000 each employee for bodily injury by disease. The workers compensation limit shall be equivalent to or better than the Oregon statutory limits.
- 4) Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.
- 5) Tail Coverage, if any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the sub agreement for subcontractors, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and TriMet's acceptance of all services required under this Agreement, and the subcontractors completion and Subrecipient's acceptance of all services required under the sub agreement or, (ii) the expiration of all warranty periods provided under the sub agreement with respect to the subcontractor. Notwithstanding the foregoing 24-month requirement, if the subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the subcontractor may request and TriMet may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If TriMet approval is granted, the subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- 6) The insurance required under this Paragraph shall:
 - a) Include Ride Connection, TriMet, the State of Oregon, the Federal Transit Administration, and each of their respective directors, officers, agents, elected officials, and employees as additional insureds with respect to work or operations connected with the Agreement, and
 - b) The Subrecipient or its insurer must provide 30 days' written notice to Ride Connection before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

10. Claims, Notice

- A. Notice Period - Subrecipient shall provide written notice of any claim under this Agreement to Ride Connection within five (5) business days of the circumstances giving rise to the claim or within sufficient time to allow Ride Connection to give notice to TriMet pursuant to the Prime Contract (whichever is sooner).

- B. Notice Content - Any claim by Subrecipient must set forth in detail the entitlement and quantum basis for Subrecipient's claim with supporting data and/or the entitlement basis to Ride Connection.
- C. Requirement to Continue Services - Whether or not Subrecipient has a claim pending with Ride Connection, Subrecipient shall continue performing Services under this Agreement. Any suspension of Services by Subrecipient, without written consent by Ride Connection, may be considered by Ride Connection as a material breach of this Agreement. Ride Connection does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless Ride Connection's waiver is unequivocal, explicit, and in writing. However, Subrecipient's obligations to provide Services under this Agreement is conditioned on receiving the funds from Ride Connection, and failure to provide the agreed funding is a material breach of the Agreement by Ride Connection.

11. Termination

- A. Ride Connection may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Subrecipient, or at such later date as may be established by Ride Connection, under any of the following conditions:
 - 1) Subrecipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - 2) Subrecipient fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;
 - 3) Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
 - 4) Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;
 - 5) Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
 - 6) Subrecipient takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.
 - 7) Subrecipient may terminate this Agreement, in whole or in part, upon 30 days written notice to Ride Connection
- B. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

12. Compliance with Laws

- A. Federal laws and regulations - In addition to those elsewhere specified, Subrecipient shall comply with any applicable federal, state and local laws, rules and regulations applicable to the project hereunder, including but not limited to the following: all federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services. Subrecipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable: (1) Title VI of the Civil Rights Act of 1964; (2) Title V and Section 504 of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659a.142; (4) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (5) the Clean Air Act (42 U.S.C. 7401-7671q); (6) the Water Pollution Control Act as amended (33 U.S.C. 1251-1387); (7) Executive Order 11738; (8) Environmental Protection Agency regulations (40 CFR part 15); and (9) and all applicable standards, orders, regulations and administrative rules established pursuant to the foregoing laws.
- B. Payment of taxes and business license - Subrecipient shall comply with all federal, state, and local employment and labor laws and regulations in all aspects of its operations, including, but not limited to, all applicable federal, state, or local labor or employment laws including but not limited to laws and regulations regarding hiring, training, assignments, promotions, discipline and/or discharge, including but not limited to the Services Contract Act (“SCA”), for which it is Subrecipient’s sole responsibility to determine if the SCA applies to it and the Services. Ride Connection may from time to time at its sole discretion seek and obtain a certification from Subrecipient that it is in compliance with the foregoing, and Subrecipient will provide, upon reasonable request by Ride Connection, such documents and supporting materials to evidence Subrecipient’s compliance with this Section.

13. Term

This Agreement shall begin on **7/1/2021** and shall remain in effect through **6/30/2022** unless terminated sooner under the provisions of this Agreement.

14. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below:

Ride Connection:
John Whitman
Ride Connection
9955 NE Glisan St.
Portland, OR 97220

Subrecipient:
Kristina Babcock
Clackamas County Social Services
2051 Kaen Rd
Oregon City, OR 97045-1819

15. No Third Party Beneficiary

Ride Connection and Subrecipient are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect or otherwise to any other party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

16. Assignment

Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of Ride Connection. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by Ride Connection.

17. Governing Law

This Agreement shall be governed by the laws of the State of Oregon, to the express exclusion of all other choice of law alternatives.

18. Dispute Resolution

- A. Executive Negotiation - The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any Services performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business. Such notice shall include a statement of that party's position and documentation supporting that parties claim and the name and title of the executive who will be representing that party and any other person who will accompany the executive. The receiving party shall respond in kind within five (5) days of the date of notice. Within ten (10) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. If dispute is not then resolved, either party may give the other written notice that these executive negotiations are concluded. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence. Time requirements herein may be modified upon mutual written consent of the parties.
- B. Mediation - In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice of concluded negotiations following the Mediation Rules published by the Arbitration Service of Portland, Inc. Unless the parties agree otherwise, mediation shall be held in Portland, Oregon. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction.
- C. Arbitration - In the event that the parties are unable to settle the dispute through negotiation and mediation as set forth above, either party may seek final resolution through binding arbitration pursuant to the Commercial Arbitration Rules of the Arbitration Service of Portland, Inc. for one arbitrator. The arbitrator's decision shall be binding, final, and enforceable by any court with appropriate jurisdiction in accordance with the Rules of the Arbitration Serviced of Portland, Inc.

19. Entire Agreement/Authority

This Agreement, exhibits, and any other attachments constitute the entire Agreement between the

parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. 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 Ride Connection to enforce any provision of this Agreement shall not constitute a waiver by Ride Connection of that or any other provision. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

This Agreement may be executed in two or more counterparts (by facsimile or scanned email PDF), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

20. Severability

If any provision of this Subcontract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

21. Surviving Provisions

Notwithstanding termination or expiration of this Agreement, the following provisions shall survive and continue to be in full force and effect: 1D (Audit); 2A (Recordkeeping); 6 (Confidential Information); 7 (Indemnification); 8 (Workers Compensation Insurance); 9 (Insurance); 17 (Governing Law); 18 (Dispute Resolution); and 21 (Surviving Provisions).

22. Prompt Payment

Subrecipient shall make payment promptly, as due, to all persons supplying to the Subrecipient labor or material for the performance of the work provided for in the contract. At a minimum, Subrecipient shall pay subcontractors no later than thirty (30) days from receipt of payment from Ride Connection. Subrecipient shall not hold retainage from subcontractors.

23. Agreement Documents

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein reference:

- Exhibit A: Scope of Work
- Exhibit B: Federal Terms and Conditions
- Exhibit C: Funding Information
- Exhibit D: Lobbying Certificate (signature required)
- Exhibit E: Nondiscrimination Certificate
- Exhibit F: Reporting Requirements

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WISHING TO BE LEGALLY BOUND, the parties have caused this Agreement to be executed below by each party's duly authorized representative:

RIDE CONNECTION, INC.

CLACKAMAS COUNTY

Signature

Julie Wilcke Pilmer

Printed Name

Chief Executive Officer

Title

Date

Commissioner: Tootie Smith, Chair

Commissioner: Sonya Fischer

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Mark Shull

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Approved to Form:

By: _____
County Counsel

Dated: _____

EXHIBIT A

Clackamas County Social Services
Contract No. 18949

SCOPE OF WORK

July 1, 2021

The goods and/or services to be provided by Clackamas County include, but are not limited to the following:

A Participate in Cost Savings Activities:

B Clackamas County agrees to participate in coordination activities with Ride Connection and other transportation providers Ride Connection contracts with to provide transportation services (“Service Partners”) in the network to meet the demand for service in a cost effective manner.

C Coordinate Customer Information, Referral, and Trip Scheduling Activities with the Ride Connection Service Center:

Service partners, who utilize the Ride Connection Service Center to coordinate trips, recognize that this service is currently being funded by dollars outside of this contract. Service Partners agree to work with Ride Connection to investigate opportunities and create solutions to recoup costs accrued for the service performed. Not currently applicable to the Clackamas County programs.

D Establish and Maintain Customer Confidentiality:

Service Partners agree to maintain the confidentiality of all customer records exchanged with Ride Connection or accessed through Ride Connection coordination, scheduling and dispatch software. In the process of providing service, Service Partners agree to provide only the customer information that is necessary in order for the driver to provide the appropriate level of service for the trip being provided.

E Maintain a sufficient number of qualified, approved paid and volunteer drivers and concierge and administrative hours to meet project goals.

F Recruit volunteer drivers to drive Ride Connection vehicles, or who are willing to provide proof of coverage if driving their own vehicles and who will meet the criteria necessary to allow them to drive for a Ride Connection program.

G Participate with Ride Connection, TriMet and other partners in the development of local, regional and agency specific service plans. Help recruit customers to actively participate in planning processes and service design.

H Coordinate outreach activities with Ride Connection. Perform marketing and outreach to community points that are key destinations for older adults and people with disabilities. Participate in Ride Connection sponsored events.

I Increase transportation options available to TriMet ADA eligible individuals who, because of their mobility impairment, geographic barriers, or trip destination, may be difficult for LIFT to serve or may require more personalized attention.

J Establish transportation options, for older adults or people with disabilities, in the community at large that encourage group trips to common community destinations such as shopping, recreation, senior centers, and nutrition sites.

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- K Encourage older adults and people with disabilities to become aware of and connect with available transportation and community-based services as an alternative to LIFT ADA paratransit services for some or all of their trips.
- L Provide Ride Connection with back up documentation for billing line items upon request.
- M Orient drivers to the agency's transportation program and ensure they comply with required training and are aware of other specialized training opportunities available through Ride Connection to maintain safety of operations.
- N Attend regular coordination and training meetings to be conducted by Ride Connection.
- O Allow TriMet, or Ride Connection representatives to contact a random sample of clients for monitoring and service verification purposes. Clients will be contacted by mail or phone. Agencies will be given a copy of the questionnaire in advance of mailing.
- P Notify Ride Connection as soon as possible of unusual conditions that will affect the delivery of services.
- Q Implement Ride Connection's client donation policy to seek rider donations comparable to the TriMet LIFT fare, when appropriate.
- R Cooperate in the mutually agreed upon submission of requests for additional public or private funds for program expansion and enhancement.
- S Cooperate in transportation coordination efforts with other organizations such as churches, schools, businesses, and transportation providers.
- T Implement customer feedback (i.e. complaint, compliment) procedures for individuals using community-based transportation.
- U Provide service throughout the contract term.

Funding Source Definitions and Restrictions

TriMet

TriMet funding is a local funding source contributed by the Tri-County Metropolitan Transit District. This funding may be used for program operations that involve volunteers. TriMet funding cannot be applied to paid driver operations.

FTA 5310

Federal Transit Administration 5310 funding is a Federal funding source. This funding may be used for program operations that involve volunteers. TriMet funding cannot be applied to paid driver operations.

Project Funding, Duration and Performance Goals

Contractor will report all rides, including those paid for with Agency Other money, to Ride Connection

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Project	Agency	Performance Goal	Funding Source	Grant Amount
Volunteer Demand Response	Clackamas County Social Services	3,416 rides/month	TriMet General Fund and FTA 5310	\$206,670
Totals:				\$206,670

Service Areas

Project	Service Area
Operations- Clackamas Consortium Base Service (In district)	All of Clackamas County inside the TriMet District

Service Days and Times

Project	Service Day(s)	Service Hours
Operations- Clackamas Consortium Base Service (In district)	M-F	8:00 AM – 5:00 PM

Customer Attributes and Levels of Service

Project	Customer Attributes	Level of Service
Operations- Clackamas Consortium Base Service (In district)	Over 65 and People with Disabilities	Door to Door, Door through Door

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Summary of Federal Terms and Conditions and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements (“Certifications and Assurances”) and Federal Transit Administration Master Agreement (“Master Agreement”)

Provider and Provider’s Subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/fta-fiscal-year-2019-certifications-and->. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Provider must submit to Ride Connection on or before July 1 of each year during the term of this Agreement an executed copy of the Certifications and Assurances by printing the form available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>, completing the form and sending it to Ride Connection.

Provider shall comply with the following provisions and require in its subagreements that the subcontractors comply with all applicable requirements included in the Master Agreement that is signed and attested to by State as if the subcontractors were Provider.

Provider agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from Ride Connection or by calling the State at (503) 986-3300, or at <http://fta.dot.gov/documents/21-Master.pdf>.

Special Federal Terms and Conditions

1. No Government Obligation to Third Parties

Ride Connection and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Ride Connection, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statement and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C 3801 et seq. And U.S. DOT regulations, “Program Fraud civil Remedies, “49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the

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contract, the Contractor certifies or affirms the truthfulness of any statement it has made, it makes, or causes to be made, that pertains to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Audit and Inspection of Records

- A. Contractor shall maintain a complete set of records relating to this contract, in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of Ride Connection, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.
- B. Contractor further agrees to include in all of its subcontracts under this contract a provision to the effect that the subcontractor agrees that Ride Connection, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Paragraph excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- C. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between Ride Connection and Contractor, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

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4. Right to Inventions(04/16)

If the contract meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5. Federal Changes (10/16)

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

6. Equal Employment and Civil Rights (04/16)

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity – Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” must include the specifications set forth in §60-4.3, in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The following equal employment opportunity requirements apply to the underlying contract:

- 1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees

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are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. Incorporation of Federal Transit Administration Terms

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Ride Connection requests which would cause Ride Connection to be in violation of the FTA terms and conditions.

8. Disadvantaged Business Enterprise (11/14)

A. Policy. Ride Connection participates in a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Ride Connection has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Ride Connection has signed an assurance that it will comply with 49 CFR Part 26. It is the policy of Ride Connection to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

B. Contractor and Subcontractor Obligation. Contractor and/or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the

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award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- i. Withholding monthly progress payments;
- ii. Assessing sanctions;
- iii. Liquidated damages; and/or
- iv. Disqualifying the contractor from future bidding as non-responsible.

Any subcontracts or subagreements entered into pursuant to this agreement must include this assurance.

9. Debarment and Suspension (04/16)

The certification in this clause is a material representation of fact relied upon by Ride Connection. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Ride Connection, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. A contract (or subcontract) award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180.

10. Solid Waste Disposal Act (10/16)

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Procurement of Recovered Materials (04/16)

Ride Connection and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that

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maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12. Recycled Products

The contractor agrees to comply with all the requirements of section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247

13. Byrd Anti-Lobbying Amendment (10/16)

Contractor shall not use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, the contractor agrees to comply with the following:

1. Laws, Regulations, Requirements, and Guidance. This includes:
 - a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,
 - b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
 - c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
2. Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

A. Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan. "Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian self-determination

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and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector. "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of

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such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

B. Prohibition

- (1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The prohibition does not apply as follows:
 - (i) Agency and legislative liaison by Own Employees.
 - (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (b) For purposes of paragraph B (2) (i) (a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.
 - (c) For purposes of paragraph B (2) (i) (a) of this section the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:
 - (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
 - (d) For purposes of paragraph B (2) (i) (a) of this section, the following agency and legislative liaison activities are allowable only where they

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are prior to formal solicitation of any covered Federal action:

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by paragraph B (2) (i) of this section are allowable under paragraph B (2) (i).
- (ii) Professional and technical services by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
 - (b) For purposes of paragraph B (2) (ii) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not

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directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
 - (d) Only those services expressly authorized by paragraph B (2) (ii) of this section are allowable under paragraph B (2) (ii).
- (iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

- (iv) Professional and technical services by Other than Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
 - (b) For purposes of paragraph B (2) (iv) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying to any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not

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directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (e) Only those services expressly authorized by paragraph B (2) (iv) of this section are allowable under paragraph B (2) (iv).

C. Disclosure

- (1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph C (2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (c) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (C) (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C (1) of this section. That person shall forward all disclosure forms to the agency.

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D. Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

14. Dispute Resolution and Remedies

14.1 Disputes

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

14.2 Performance During Dispute

Unless otherwise directed by Ride Connection, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

14.3 Remedies

All claims, counterclaims, disputes and other matters in question between TriMet and the Contractor arising out of or relating to this agreement or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within the State of Oregon in which Ride Connection is located.

14.4 Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies

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available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In the event that Ride Connection or Contractor fail to act, such failure shall not constitute a waiver of any right or obligation afforded to either party under the Contractor or by law, nor shall any such action or failure to act constitute an approval of or acceptance of any breach there under, except as may be specifically agreed in writing by both parties.

15. Clean Water Requirements (04/16)

If the total value of this contract exceeds \$150,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671q). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

16. Clean Water Requirements (04/16)

If the total value of this contract exceeds \$150,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671q). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

17. Environmental Violations

For all contracts and subcontracts in excess of \$100,000.00, Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (ENO329).

18. Energy Conservation

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC section 6321, etseq.).

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19. Privacy Act

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

20. Contract Work Hours and Safety Standards Act (04/16)

For contracts over \$100,000 involving mechanics or laborers. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- A. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

EXHIBIT B

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- C. Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

21. Drug-Free Workplace

Contractor shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace:

- (1) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while providing services to the DHS Clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions;
- (2) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;
- (3) Provide each employee to be engaged in the performance of Work under this Contract a copy of the statement mentioned in paragraph (1) above;
- (4) Notify each employee in the statement required by paragraph (1) that, as a condition of employment to perform Work under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (5) Notify Ride Connection within ten (10) days after receiving notice under subparagraph (4) from an employee or otherwise receiving actual notice of such conviction;
- (6) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;
- (7) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (1) through (6);
- (8) Require any subcontractor to comply with subparagraphs (1) through (7); and

EXHIBIT B

Clackamas County Social Services

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- (9) Neither Contractor, nor any of Contractor's employees, officers, agents or subcontractors may perform any Work required under this Contract while under the influence of drugs.

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

22. HIPAA Compliance

If the Services provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to deliver the Services in compliance with HIPAA to the extent applicable.

23. Pro-Children Act

Contractor shall comply and require anyone engaged in the performance of Work under this Contract to comply with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. Seq.).

24. Cargo Preference - Reserved

25. Fly America - Reserved

26. Davis-Bacon and Copeland Anti-Kickback Acts - Reserved

27. Seismic Safety - Reserved

28. Veterans Preference (04/16) - Reserved

29. Charter Service Operations (05/17)

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- a) General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the

EXHIBIT B

Clackamas County Social Services

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U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310 (a)(2),n and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non-urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

30. Charter Service Operations (05/17)

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

31. School Bus Operations (05/17)

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified

EXHIBIT B

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under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

32. Buy America (03/06) - Reserved

33. Patent and rights in Data (05/17) - Reserved

END OF EXHIBIT B

EXHIBIT C

Clackamas County Social Services
Contract #18949

PASS-THROUGH FUNDING INFORMATION FOR SUBRECIPIENTS

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) 2 CFR 200.

This agreement is financed by the funding source indicated below:

Assistance Listings Program or Title: *Enhanced Mobility of Seniors with Disabilities Program (49 U.S.C 5310)*

Assistance Listings Number and Name: *20.513 (5310)*

Federal Award Identification Number (FAIN): *Permanent FAIN tbd, as award is still pending execution in TrAMS; temporary FAIN is 1728-2021-13*

Subrecipient DUNS Number: *96992656.00*

Expected Federal Funding: *\$206,670*

Approved Indirect Cost Rate: *0%*

Federal Award Date: *tbd; still pending in TrAMS*

Award R&D? (Yes/No): *No*

Subaward Period of Performance (Start and End Dates): *-*

Federal Funding Agency (or other pass-through agency if different):

TriMet
Budgets and Grants
1800 SW 1st Avenue
Portland, OR 97210

U.S. Department of Transportation
Federal Transit Administration
1200 New Jersey Ave, SE
4th & 5th Floors - East Building
Washington, DC 20590

U.S. Department of Transportation
Federal Transit Administration
Region X Suite 3142
Federal Building
915 Second Avenue
Seattle, WA 98174

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Federal laws, regulations, or circulars that are expressly applicable to the funding source and project (but not limited to):

- A. Master Agreement (49 U.S.C. Chapter 53 and Title 23) – The FTA Master Agreement contains the standard terms and conditions that apply to the Underlying Agreement.
- B. Grant Management Requirements (Circular 5010.1E) – These requirements are intended to assist recipients in administering FTA-funded projects and in meeting reward responsibilities and reporting requirements. Recipients have a responsibility to comply with regulatory requirements and to be aware of all pertinent material to assist in the management of all federally assisted rewards.
- C. *Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program (Circular 5010.1G)* – *This circular issues guidance on the administration of the Enhanced Mobility of Seniors and Individuals with Disabilities Program under 49 U.S.C. 5310.*
- D. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Title 2 – Grants and Agreements; Subtitle A – Office of Management and Budget Guidance for Grants and Agreements; Chapter II – Office of Management and Budget Guidance; Part 200). Establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities and establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. The principles are designed that Federal awards bear their fair share of costs.

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Clackamas County Social Services

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LOBBYING CERTIFICATE

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

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

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

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

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

Clackamas County Social Services.

Signature: _____

Name: (print) _____

Title: _____

Date: _____

NOTE: CONTRACTORS ARE REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBRECIPIENT BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

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Clackamas County Social Services

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NONDISCRIMINATION CERTIFICATE

Subrecipient certifies compliance with the following nondiscrimination requirements:

Nondiscrimination

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Subrecipient assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Subrecipient retains ownership or possession of the project property, whichever is longer, the Subrecipient assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Subrecipient assures that it will submit the required information pertaining to its compliance with these provisions.
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any Subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which

EXHIBIT E

Clackamas County Social Services

Contract# 18949

the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.

- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

Subrecipient acknowledges that it is subject to the requirements of FTA Circular 4702.1A "*Title VI and Title VI-Dependent Guidelines for FTA Recipients*" as a Subrecipient of federal funds under this Agreement. Further, Subrecipient shall provide Title VI compliance information and measures as may be determined by Ride Connection pursuant to the Circular.

Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Subrecipient assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Subrecipient assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

DBE

Subrecipient will comply with the applicable provisions of 49 CFR Part 26 related to Disadvantaged Business Enterprises and report quarterly to TriMet. This Agreement includes the following assurance by Subrecipient, and each contract Subrecipient signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contract, Subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as Ride Connection deems appropriate.

EXHIBIT F

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Reporting Requirements

Reports are due to the Service Data Specialist at Ride Connection by the 20th of each month.

Reports:

- Service Summary Reports
 - Trip Data
 - Financial Data (must reflect full monthly transportation program costs)
- Vehicle Operations Report and all vehicle invoices
- Unduplicated Age and Ethnicity Report

Required reporting items include:

- Trips by Trip Purpose
- Mileage
- Turndowns
- Volunteer and Paid Driver Hours
- Admin and Escort non-driver Volunteer hours
- Transportation Program Expenses
- Donations
- Funds received from other Agencies to support program (Agency Other)
- Unduplicated Riders (Counts by Age and Ethnicity)
- Vehicle Maintenance invoices (reimbursable and non-reimbursable amounts)
- Any other required fields requested to meet reporting requirements

Copies of the above stated forms must be created per each Provider's specific program requirements and will be sent to Providers electronically. Providers should always utilize the most current reporting forms sent by Ride Connection. All forms should be submitted electronically, unless otherwise instructed by Ride Connection.

Ride Connection must be notified on or before the 20th of each month if a delay in report submission is anticipated.

Reports and questions regarding reporting requirements should be directed to the Service Data Specialist:

Fax (503) 528-1755

partner_reporting@rideconnection.org

September 9, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Agreement #18919 with Ride Connection, Inc.
to Provide Funding for Vehicle Maintenance of Ride Connection owned
Vehicles Operated by Social Services-Transportation Reaching People and Community
Center based transportation

Purpose/Outcomes	Vehicle Maintenance support to the Social Services-Transportation Reaching People and Community Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments.
Dollar Amount and Fiscal Impact	Agreement Amounts: \$51,800. The contract is funded through the agreements with State of Oregon, Elderly and Disabled Transportation Fund – Federal Transit Administration 5310 Grant.
Funding Source	Federal 5310 Transportation Funds – matching funds are deducted from the vehicle maintenance reimbursements requests to meet the match requirement. Match is then paid out of the Special Transportation Fund (STF) Contract. No County General Funds are involved.
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	None
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.
Counsel Review	1. Date of Counsel review: 7/27/21 2. Initials of County Counsel performing review: KR
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S/SSD # 10294

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of Agreement #18919 with Ride Connection, Inc. to provide pass through funding for vehicle maintenance of the vehicles owned by Ride Connection and operated by the rural and urban community-based members of the Clackamas County Transportation Consortium. These agreements will provide reimbursement funding to Consortium members for the routine maintenance of specified vehicles used for transportation services provided to seniors and persons with disabilities.

Transportation services are offered to area seniors and persons with disabilities who have limited or no access to public transportation. Any disabled adult, or person over the age of 60, living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. Transportation services provide a link for residents to access other services that meet their individual needs. This helps them to remain independent and involved in the community as long as possible.


This contract is late due to Ride Connection not being able to release agreements/modifications to its sub-contractors until their funding source released their contract and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its contracts for FY21-22. The maximum funding for agreement #18919 is \$51,800 in grant funds. The term of the agreements is July 1, 2021 to June 30, 2022. County Council reviewed and approved the agreement on July 27, 2021.

No County General Funds are involved. Matching funds are deducted from the vehicle maintenance reimbursements to meet the match requirement. This agreement provides the first year of the two-year grant funding that was awarded during the January 2021 application cycle.

RECOMMENDATION:

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

Respectfully submitted,



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

**SERVICES AGREEMENT No. 18919
BETWEEN
Ride Connection, Inc., and Clackamas County Social Services**

PARTIES:

1. Ride Connection, Inc. ("Ride Connection" or "Recipient"), and
2. Clackamas County, a political subdivision of the State of Oregon, on behalf of its Health, Housing & Human Services Department, by and through the Social Services Division ("Contractor")

RECITALS:

1. Ride Connection and Contractor enter into this Agreement (the "Agreement") for the purpose of procuring Contractor's services, for which payment in part shall be from Federal Transit Administration, Enhanced Mobility of Seniors with Disabilities Program (49 U.S.C 5310) 5310 Funds.

AGREEMENTS:

1. General

- A. Scope of Agreement - This Agreement contains the terms and conditions that governs all services, and deliverables, (the "Services") to be performed by Contractor during the Term of this Agreement, which shall be amended as needed for one or more projects. However, execution of this Agreement does not obligate Ride Connection to award any Services to Contractor, other than the initial scope of Services attached in Exhibit A.
 - 1) This Agreement consists of this document, all Exhibits or other attachments, and other documents referenced herein and incorporated by this reference. Contractor shall comply with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (1) the terms and conditions applicable to a "Recipient" set forth in the Prime Contract; (2) OMB Circular 2 CFR 200 (3) FTA Master Agreement, (4) Annual Certifications and Assurances, (5) FTA C 9070.1G.
 - 2) Contractor agrees to comply with all Contractor monitoring policies, procedures, and other requirements that may be established by Ride Connection, including but not limited to the Ride Connection Operation Manual for Transportation Managers (<https://rideconnection.org/partner>).
- B. Scope of Services and Changes - Contractor is responsible for compliance with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to Federal Requirements, attached as Exhibit B. Contractor agrees that it is under a continuing obligation to comply with the foregoing requirements, as they be modified or

amended from time to time. Contractor must rely on its own independent judgment to ensure compliance with this section. Oral or written statements by Ride Connection are not to be relied on as a substitute for Contractor's independent obligation to follow all applicable laws as required by this section.

- C. Schedule - Contractor and Ride Connection agree that time is of the essence for all activities comprising the Services under this Agreement.
- D. Audit Right - Contractor agrees that Ride Connection rights of audit and review under Paragraph 2 of this Agreement specifically include Contractor's financial records, management and program systems and any associated records associated with this Agreement. Contractor shall comply with any monitoring and audit requirements established by Ride Connection pertaining to this Agreement.
- E. Subcontracts and Procurements –
 - 1) Contractor shall review and adhere to the Best Practices Procurement & Lessons Learned Manual, a technical assistance manual prepared by the FTA, available on their website: www.transit.dot.gov.
 - 2) Contractor shall not enter into subcontracts for performance of Services under this Agreement except as may be specifically authorized by this Agreement in the attached and incorporated Exhibit D.
 - i. All subagreements must be in writing executed by Contractor and must incorporate and pass through all of the applicable requirements and Exhibits of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Contractor of its responsibilities under this Agreement.
 - ii. Contractor agrees to provide Ride Connection with a copy of any signed subagreement upon request by Ride Connection. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Contractor to Ride Connection within ten (10) days of its being discovered.
 - 3) Contractor shall not be relieved of any responsibility for performance of Contractor's duties under this Agreement, regardless of any subcontract entered into. Contractor agrees that any subcontractor performing services under this Agreement shall comply with the applicable requirements of this Agreement including FTA third-party agreement contract provisions and requirements, as may be amended, and shall enter into a written agreement with each subcontractor requiring the incorporation of those requirements as applicable to each tier.
 - 4) Any delay or defect in the performance of any part of a subcontractor's Services shall not relieve Contractor of its primary obligation under this Agreement to ensure timely and satisfactory performance of all the Services. Any subcontractor delay or defect in performance under this Agreement shall be subject to the indemnification provisions of Section 7.
 - 5) Program Fraud

- (i) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies" 49 CFR Part 31, apply to its actions pertaining to the Services under this Agreement. Upon execution of this Agreement, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or cause to be made pertaining to this Agreement. In addition to other penalties that may be applicable, Contractor acknowledges that if it makes, or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
 - (ii) Contractor also acknowledges that if it makes, or causes to be made a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under 49 U.S.C. Chapter 53 or any other Federal law, the Government reserves the rights to impose penalties of 18 U.S.C. 1001 and 49 U.S.C 5323(1) on Contractor, to the extent the Federal Government deems appropriate.
 - (iii) Contractor agrees to include the above two clauses in each subcontract it awards under this Agreement financed in whole or in part with FTA funds. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.
- 6) Subagreement insurance - Contractor shall require the other party, or parties, to each of its subagreements to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this agreement. Any insurance obtained by the other party to Contractor's subagreements, if any, shall not relieve Contractor of the requirements of Exhibit C to this Agreement. The other party to any subagreement with Contractor, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.
- F. ODOT Not A Party - Contractor and Ride Connection acknowledge and agree that notwithstanding any concurrence by ODOT in or approval of the solicitation or award of this Agreement, absent the express written consent by ODOT , ODOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to Contractor, Ride Connection or any other party (whether or not a party to this Agreement or any Agreement awarded pursuant hereto) pertaining to any matter resulting from this Agreement.
- G. Drug-Free Workplace Agreement - Contractor is required to verify that Contractor, its principals, and affiliates will maintain a drug-free workplace for all employees and to have an antidrug policy and awareness program. Drug-free workplace means a site for the performance of work done in connection with a specific award at which employees of the recipient are prohibited from engaging in the unlawful manufacture, distribution,

dispensing, possession, or use of a controlled substance (source: 49 CFR § 32.635).

2. Inspection of Records and Services

- A. Recordkeeping Term - Contractor shall maintain intact and readily accessible a complete set of records relating to this Agreement for six (6) years after the date of transmission of the final expenditure report for the Project or if expiration is later, upon expiration of the Agreement, including but not limited to all data, documents, reports, records, contracts and supporting materials as the Federal government, ODOT or Ride Connection may require. Contractor shall permit Ride Connection, ODOT or the Secretary of State of the State of Oregon, the U.S. Department of Transportation, and the Comptroller General of the United States, and all of their respective authorized representatives, to inspect and audit all work, Services, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this Agreement until the expiration of six (6) years after the date of transmission of the final expenditure report for the Project or expiration of the Agreement, if expiration is later. Upon request by Ride Connection, Contractor shall provide Ride Connection access to records maintained by Contractor under this Agreement.
- B. Annual Self-Audit - Contractor shall follow the requirements stated in the Single Audit Act, 31 U.S.C. 7501 et seq. if Contractor expends Federal funds in excess of \$750,000 from all sources in its fiscal year, Contractor is subject to audit conducted in accordance with OMB Circular 2 CFR 200, Audits of States, Local governments, Non-profit Institutions.
- 1) Contractor shall, at Contractor's own expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, an annual audit covering the funds expended under this Agreement and shall submit the annual audit of any subcontractor of Contractor responsible for the financial management of funds received under this Agreement.
 - 2) Contractor shall also at its expense, submit to Ride Connection at the foregoing address, a copy of the management letter that accompanies an annual audit covering the funds expended under this Agreement by Contractor or any subcontractor of Contractor receiving funds as a result of this Agreement.
- C. Audit Pass through to Subcontractors - Contractor further agrees to include in any third party contract under this Agreement a provision to the effect that the subcontractor must retain and grant Ride Connection, ODOT, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their authorized representatives access to all books, documents, papers and records directly pertinent to the contract, for the purpose of making audit, examination, excerpts and transcriptions, until the expiration of six (6) years (three years for federal retention requirements and an additional three years for state retention requirements) after final payment under the contract or expiration of the contract if expiration is later.
- 1) The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (a) disputes between Ride Connection and Contractor, (b) litigation or settlement of claims arising out of the performance of this contract, or (c) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of their duly authorized representatives, shall continue until all disputes, claims, litigation, appeals and exceptions have been

- resolved. Contractor agrees to include in any third party contract under this Agreement a provision to this effect.
- D. The foregoing provisions are in addition to and not in lieu of any other applicable federal or state laws, regulations, rules, circulars or directives. Contractor agrees to include in any third party contract under this Agreement a provision to this effect.

3. Reporting Requirements

- A. Monthly reports shall be due on the **20th** day after the end of the preceding month.
- B. Reports may include any of the following types of information required by FTA Circular 5010.1C, Chapter 1, Section (5) Reporting Requirements, particularly the status of grant activity line items, budget and schedule changes, milestone revisions or cost variances, outstanding claims, change orders and other information that the circular may require. Ride Connection may require additional reporting information from the Contractor.

4. Compensation

- A. The total Project Cost is estimated at **\$57,729**. In accordance with the terms and conditions of this agreement, Ride Connection shall provide Contractor an amount not to exceed **\$51,800** in Grant Funds for eligible costs. Contractor shall provide matching funds for all Project Costs as described in Exhibit A, in the amount of **\$5,929**.
- B. Ride Connection shall pay Contractor for full, complete, and satisfactory performance of the Services, upon Ride Connection's receipt of payment from ODOT for Contractor's Services, at the price and/or rates mutually agreed by the parties under this Agreement for the applicable project. The Grant Funds shall be solely used for the Project described in Exhibit A and shall not be used for any other purpose. No other costs, rates, or fees shall be payable to the Contractor. Except as set forth in this Agreement, Contractor shall bear sole responsibility for all additional expenses incurred in connection with its performance of the Services.
- C. Payment Terms - Contractor shall submit to Ride Connection all vehicle maintenance invoices and any other documentation requested by Ride Connection. When required by Ride Connection, and as a condition precedent to any payment, and particularly final payment, Contractor shall provide, in a form satisfactory to Ride Connection, lien releases, claim waivers, and affidavits of payment from Contractor, and its lower-tier subcontractors and suppliers of any tier, for any portion of Contractor's Services.
- D. Withholding - Ride Connection may withhold payment of funds or offset future payments against funds already paid to Contractor if the funds are not being used in accordance with this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the Contractor's performance. Contractor shall assure that funds allocated hereunder are used only for the purposes permitted, and shall, upon breach of conditions that require Ride Connection to reimburse funds to ODOT, hold harmless and indemnify Ride Connection for an amount equal to the funds required to be repaid or withheld. In the event a creditor imposes any lien or claim for labor, fringe benefits, taxes, supplies, materials, equipment rental or other charges against the Services covered by this Agreement, thereby legally encumbering the Services, the amount of such obligation may

be deducted by Ride Connection from any payment or payments, including retainage, made under this Agreement.

5. Independent Contractor

Contractor is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to workers compensation, unemployment taxes, and state and federal income tax withholdings. Contractor shall have sole control and supervision over the manner in which services are performed, subject only to consistency with the terms of this Agreement. Neither Contractor nor its officers, directors, employees, subcontractors or drivers are officers, employees, or agents of Ride Connection as those terms are used in ORS 30.265. Contractor, its directors, officers, employees, subcontractors, or drivers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of Ride Connection for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise or joint venture between the parties.

6. Confidential Information

Contractor acknowledges that it and its employees and agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to Ride Connection or other agencies. Any and all confidential information that Ride Connection, or other agencies provide to Contractor or its employees or agents in the performance of this Agreement, regardless of whether they are designated in writing as “confidential” shall be deemed to be confidential information (“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, but no less stringent as reasonable care, and shall not, without the disclosing entity’s prior written consent, 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 purposes whatsoever, other than the provision of Services hereunder. Contractor shall advise Ride Connection immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Section, and Contractor shall, at its expense, cooperate with Ride Connection in seeking injunctive or other equitable relief against any such person.

7. Indemnification

A. Indemnified Conditions – To the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Contractor shall fully indemnify, defend, save, and hold harmless the State of Oregon, Ride Connection and their directors, officers, employees, and agents (the “Indemnitees”) from and against any and all claims, actions, liabilities, damages, losses, and expenses of any nature whatsoever arising out of, or relating to the negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Agreement.

- B. Indemnity by Contractor's Subcontractors - Contractor agrees to include in any third party contract under this Agreement a provision to the effect that the subcontractor(s) shall fully indemnify, hold harmless and defend the State of Oregon, Ride Connection, Clackamas County, and their directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigations and defense, but not limited to the liabilities enumerated above, resulting from or arising out of the negligent acts or omissions of subcontractor, its officers, employees or agents under the contract between Contractor and such subcontractor(s) procured pursuant to this Agreement.

Any such indemnification clause shall also provide that the subcontractor(s), nor any attorney engaged by the subcontractor(s), shall defend any claim in the name of the State or any agency or subdivision of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies or subdivisions, without the prior written consent of the Oregon Attorney General. The State, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor's subcontractor is prohibited from defending State or that Contractor's subcontractor is not adequately defending State's interests, or that an important governmental principle is at issue or it is in the best interests of the State to do so. State reserves all rights to pursue claims it may have against Contractor's subcontractor if State assumes to elect its own defense.

Any such indemnification clause shall also provide that the subcontractor(s), nor any attorney engaged by the subcontractor(s), shall defend any claim in the name of Ride Connection, nor purport to act as legal representative of Ride Connection, without the prior written consent from Ride Connection. Ride Connection, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor's subcontractor is prohibited from defending Ride Connection or that Contractor's subcontractor is not adequately defending Ride Connection's interests, or that it is in the best interests of Ride Connection to do so. Ride Connection reserves all rights to pursue claims it may have against Contractor's subcontractor if Ride Connection assumes to elect its own defense.

- C. Indemnatee Consent - Contractor shall not defend any claim in the name of the State of Oregon, any Agency of the State of Oregon, Ride Connection, or Clackamas County, without the prior written consent of the Oregon Attorney General, Ride Connection or Clackamas County.
- D. Limitation on Indemnification - Contractor's indemnification above shall not include any liability to the extent caused by or resulting from the concurrent negligence of any Indemnitees. Any legal limitations now or hereafter in effect affecting the validity or enforceability of the indemnity, defense and hold harmless obligations assumed by Contractor pursuant to this Agreement shall operate to amend the Contractor's obligations only to the minimum extent necessary for the indemnity, defense and hold harmless contractual provision to conform with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect.

- E. No Consequential Damages – Neither Ride Connection nor any of its officers, employees, directors, and agents shall have any liability to Contractor regardless of the theory of recovery, including breach of contract or negligence, to the other party for any indirect, incidental, special, or consequential damages, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. However, Contractor’s obligations under this Agreement are conditioned on receiving the funds from Ride Connection.

F. Insurance

- A. While this Agreement is in effect, Contractor agrees that it shall maintain in effect the insurance coverage set forth in Exhibit C to this Agreement, as well as to require any subcontractors it uses to agree to comply with the aforementioned insurance requirements. Failure of Ride Connection to demand evidence of full compliance with these insurance requirements, or failure of Ride Connection to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor’s obligation to require such insurance from its subcontractors.
- B. **Workers Compensation** - All employers, including Contractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 626.126. Employer’s liability insurance of coverage limits of not less than \$500,000 must be included.
Contractor shall ensure that each of its subcontractors complies with these requirements.
- C. The Contractor or its insurer must provide 30 days’ written notice to Ride Connection before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

G. Claims, Notice.

- A. Notice Period - Contractor shall provide written notice of any claim under this Agreement to Ride Connection within five (5) business days of the circumstances giving rise to the claim or within sufficient time to allow Ride Connection to give notice to ODOT.
- B. Notice Content - Any claim by Contractor must set forth in detail the entitlement and quantum basis for Contractor’s claim with supporting data and/or the entitlement basis to Ride Connection.
- C. Requirement to Continue Services - Whether or not Contractor has a claim pending with Ride Connection, Contractor shall continue performing Services under this Agreement. Any suspension of Services by Contractor, without written consent by Ride Connection, may be considered by Ride Connection as a material breach of this Agreement. Ride Connection does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless Ride Connection's waiver is unequivocal, explicit, and in writing. However, Contractor’s obligations to provide Services under this Agreement is conditioned on receiving the funds from Ride Connection, and failure to provide the agreed funding is a material breach of the Agreement by Ride Connection.

10. Termination

Ride Connection may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by Ride Connection, under any of the following conditions:

- (i) Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
- (ii) Contractor fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;
- (iii) Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
- (iv) Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;
- (v) Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
- (vi) Contractor takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.

Contractor may terminate the Agreement, in whole or in part, upon 30 days written notice to Ride Connection.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

11. Compliance with Laws

- A. Governing law** - This Agreement shall be governed by the laws of the State of Oregon, to the express exclusion of all other choice of law alternatives.
- B. Federal laws and regulations** - In addition to those elsewhere specified, Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, executive orders, and ordinances applicable to the Agreement or to the implementation of the Project, as applicable without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable:
 - (i) Title VI of the Civil Rights Act of 1964;
 - (ii) Section V of the Rehabilitation Act of 1973;
 - (iii) Americans with Disabilities Act of 1990 and ORS 659a.142;

- (iv) All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations;
 - (v) Clean Air Act (42 U.S.C. 7401-7671q);
 - (vi) Water Pollution Control Act as amended (33 U.S.C. 1251-1387);
 - (vii) Executive Order 11738;
 - (viii) Environmental Protection Agency regulations (40 CFR part 15); and
 - (ix) All applicable standards, orders, regulations and administrative rules established pursuant to the foregoing laws.
- C. Payment of taxes and business license** - Contractor shall pay all filing fees and federal, state, and local taxes applicable to Contractor's business as the same will become due; and comply with all federal, state, and local employment and labor laws and regulations in all aspects of its operations, including, but not limited to, all applicable federal, state, or local labor or employment laws including but not limited to laws and regulations regarding hiring, training, assignments, promotions, discipline and/or discharge, including but not limited to the Services Contract Act ("SCA"), for which it is Contractor's sole responsibility to determine if the SCA applies to it and the Services. Ride Connection may from time to time at its sole discretion seek and obtain a certification from Contractor that it is in compliance with the foregoing, and Contractor will provide, upon reasonable request by Ride Connection, such documents and supporting materials to evidence Contractor's compliance with this Section.
- D. ODOT Conflict of Interest Guidelines** - If required applicable by ODOT, Contractor and its subcontractors shall comply with the ODOT Conflict of Interest ("COI") Guidelines and COI Disclosure Form. Contractor and, to the best of the undersigned's information, knowledge and Contractor's Associates (as defined in the COI Guidelines) are in compliance with and have no disclosures required per the COI Guidelines (available at: <http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx>); Contractor also confirms that no Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- E. Certificate of Oregon Tax Law Compliance** - By execution of this contract, Contractor certifies under penalty of perjury as provided in ORS 305.385(6), that it is, to the best of its knowledge, not in violation of any Oregon tax law. For purposes of this certification, "Oregon Tax Laws" are ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and sections 10 to 20, chapter 533, Oregon Laws 1981, as amended by chapter 16, Oregon Laws 1982 (first special session); the Elderly Rental Assistance Program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.

12. Term

This Agreement shall begin on **7/1/2021** and shall remain in effect through **6/30/2022** unless terminated sooner under the provisions of this Agreement.

13. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' as indicated below:

Ride Connection:
John Whitman
Ride Connection
9955 NE Glisan St.
Portland, OR 97220

Clackamas County Social Services:
Kristina Babcock
Clackamas County Social Services
2051 Kaen Rd
Oregon City, OR 97045

14. No Third Party Beneficiary

Ride Connection and Contractor are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect or otherwise to any other party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

15. Assignment

Contractor may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of Ride Connection. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by Ride Connection.

16. Dispute Resolution

- A. Executive Negotiation - The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any Services performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business. Such notice shall include a statement of that party's position and documentation supporting that parties claim and the name and title of the executive who will be representing that party and any other person who will accompany the executive. The receiving party shall respond in kind within five (5) days of the date of notice. Within ten (10) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. If dispute is not then resolved, either party may give the other written notice that these executive negotiations are concluded. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence. Time requirements herein may be modified upon mutual written consent of the parties.
- B. Mediation - In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted

to mediation within ten (10) days from written notice of concluded negotiations following the Mediation Rules published by the Arbitration Service of Portland, Inc. Unless the parties agree otherwise, mediation shall be held in Portland, Oregon. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction.

17. Prompt Payment

Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract. At a minimum, Contractor shall pay subcontractors no later than thirty (30) days from receipt of payment from Ride Connection.

18. Duplicate Payment

Contractor is not entitled to compensation or any other form of duplicate, overlapping, or multiple payments for the same work performed under this Agreement from Ride Connection or any other party, organization, or individual.

19. Agreement Documents

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: Scope of Work
- Exhibit B: Federal Requirements
- Exhibit C: Insurance Requirements
- Exhibit D: Asset Inventory Reporting Requirements
- Exhibit E: Funding Information
- Exhibit F: Reporting Requirements

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

20. Amendments

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

21. Severability

If any provision of this Subcontract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such

provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

22. Surviving Provisions

Notwithstanding termination or expiration of this Agreement, the following provisions shall survive and continue to be in full force and effect: 1D (Audit); 2A (Recordkeeping); 6 (Confidential Information); 7 (Indemnification); 8 (Insurance); 11A (Governing Law); 16 (Dispute Resolution); and 22 (Surviving Provisions).

23. Entire Agreement/Authority

This Agreement, exhibits, and any other attachments constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. 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 Ride Connection to enforce any provision of this Agreement shall not constitute a waiver by Ride Connection of that or any other provision. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

This Agreement may be executed in two or more counterparts (by facsimile or scanned email PDF), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

24. Debt Limitation

This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

Remainder of Page Intentionally Left Blank

WISHING TO BE LEGALLY BOUND, the parties have caused this Agreement to be executed below by each party's duly authorized representative:

RIDE CONNECTION, INC.

Signature

Julie Wilkie-Pilmer
Printed Name

CEO
Title

Date

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair

Commissioner: Sonya Fischer

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Mark Shull

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Date

Approved as to Form:

By: Kathleen J. Ricketts
Clackamas County Counsel

Date: 7/27/2021

EXHIBIT A

SCOPE OF WORK

Preventative maintenance reimbursed in this Agreement is for assets identified in Exhibit D.

Project deliverables, tasks, schedule, and performance measures

All preventative maintenance tasks must be completed on schedule and prior to the expiration date of this agreement.

Preventative maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventative maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.

Preventative maintenance under this Agreement does not include repairs resulting from motor vehicle accidents, theft, vandalism, or any expense covered by insurance; repairs on vehicles or components under warranty; or repairs paid for in other agreements or contracts.

Project Funding, Duration and Performance Goals

Project	Performance Goal	Funding Source	Project Amount	Grant Amount	Match 10.27%
Preventative Maintenance	150 van/sedan rides per month 300 bus rides per month	5310(CFDA 20.513) Federal	\$57,729	\$51,800	\$5,929
Totals:			\$57,729	\$51,800	\$5,929

EXHIBIT A

VEHICLE PREVENTIVE MAINTENANCE PROGRAM

Per Federal Transit Administration and Rail and Public Transit Division requirements for managing federally-funded assets, agencies must have a documented Vehicle Maintenance Program approved and in place. All vehicles used to provide public transportation must be included in the program, which will include a comprehensive written Vehicle Maintenance Plan. Regardless of vehicle fleet funding, it is important for all agencies providing public transportation to have a strong vehicle maintenance program since well-maintained vehicles are essential to providing a safe and secure ride for passengers. Preventive maintenance is required to ensure vehicles remain in a state of good repair. Preventive maintenance also helps to avoid breakdowns that may jeopardize passenger safety; helps ensure that all equipment, such as wheelchair lifts, is functioning properly; and conserves vehicle maintenance budgets by reducing avoidable unplanned major repairs.

The purpose of a vehicle maintenance program is to:

1. Ensure that the fleet is in a state of good repair;
2. Ensure that a sufficient number of agency vehicles are available to meet daily service needs;
3. Ensure that agency vehicles are safe, serviced regularly, and clean; and
4. Ensure that good vehicle maintenance is provided at a reasonable cost.

Significant components of an effective vehicle maintenance program include:

1. A comprehensive Vehicle Maintenance Plan;
2. An established vehicle service preventive maintenance schedule based on manufacturer's recommendations and warranty requirements;
3. A thorough and documented inspection program including daily driver pre-trip vehicle inspections and post-trip inspections (documentation should include how to report problems, who to report problems to, and who assigns the corrective actions taken);
4. Mileage or time-period based periodic mechanical vehicle service and inspections and corrective actions as required;
5. Required annual vehicle safety inspection schedule for each vehicle, to be performed by a certified mechanic;
6. A regular vehicle exterior and interior cleaning program;
7. A cost-effective vehicle repair function for unplanned break-downs, which may include both in-house and out-sourced repair services;
8. A facility for safe and secure off-hour vehicle storage;
9. A vehicle management information system to schedule and track vehicle maintenance activities, as well as vehicle labor and parts costs, by vehicle; and
10. Maintenance records of all service and repairs (invoices, or in-house reports if agencies

EXHIBIT A

perform services) for each vehicle. Maintain these records throughout the life of the vehicle and retain records for three years following the disposal of the vehicle.

I. CAPITALIZED VEHICLE PREVENTIVE MAINTENANCE

Preventive maintenance projects are reimbursable at the capital match rate in the FTA 5310 and 5311 grant program. Capitalized preventive maintenance allowable costs include:

1. Scheduled or routine maintenance, such as changing belts, hoses, and distributor parts;
2. Oil changes and tune-ups;
3. Tire purchases and tire maintenance;
4. Wheelchair lift servicing and repairs;
5. Annual safety inspections performed by a certified mechanic; and
6. Associated maintenance labor, parts, and supplies.

Preventive maintenance in a capital grant is limited to one major component rebuild or planned overhaul per vehicle included in the grant. Agencies considering a major vehicle re-build, should complete a brief cost-benefit analysis to determine if the additional vehicle life secured by a re-build justifies the re-build cost, and whether the same funds applied towards a new vehicle would provide the agency greater value.

Unauthorized capitalized maintenance expenses include:

1. Vehicle fuel;
2. Vehicle oil, lubrication, or engine fluids purchased for inventory;*
3. Vehicle parts and other expendables purchased for inventory;*
4. Shop supplies;
5. Repairs resulting from accidents covered by insurance;
6. Insurance policy deductibles, or other costs covered by insurance; and
7. Repairs that should be charged to warranties or service agreements.

* *The cost of lubrication, oil, engine fluids, and parts that are expended in the course of a specific vehicle service are allowable as capitalized preventive maintenance, as a portion of the total vehicle servicing cost.*

II. VEHICLE MAINTENANCE PLAN

Publicly owned transportation vehicle assets represent a significant investment of public funds. It

EXHIBIT A

is the goal of the FTA to ensure that all public transit assets, including vehicles, are preserved and maintained cost-effectively, in a state of good repair, and that they remain in safe condition. RPTD's responsibility is to see that this goal is met.

Ride Connection has a *Vehicle Maintenance Plan*. The Vehicle Maintenance Plan is an agency policy document that addresses and includes:

1. Goals and objectives of the agency's maintenance program, and how these were established;
2. An inventory of the agency's vehicle assets, and a schedule and process for periodically updating the inventory;
3. A description of maintenance responsibilities within the agency, encompassing management, supervision, drivers, and maintenance staff;
4. A preventive maintenance plan with the following components:
 - a) A preventive maintenance servicing schedule for each vehicle in the agency fleet, based on manufacturers' recommendations for the size, type and components or equipment contained on that specific vehicle;
 - b) A process for managing and monitoring vehicle warranties and, if applicable, service agreements, to ensure all service requirements are met;
 - c) A vehicle daily servicing plan designed to prepare the vehicle for daily revenue service (typically includes interior cleaning and key fluids checks);
 - d) A vehicle inspection procedure which should include both driver's daily pre-trip inspections and post-trip inspections, reports;
 - e) Mechanic's mileage-based service and inspections;
 - f) A procedure for follow-up for repairs arising from pre-trip and post-trip inspections, and documentation regarding any vehicle being pulled from service until required repairs are made;
 - g) A schedule for periodic exterior vehicle cleaning and more thorough interior cleaning, that takes into account seasonal and environmental conditions;
 - h) An annual vehicle safety inspection by a certified mechanic. This inspection must include all safety components and is not complete unless it includes inspection of ADA-related equipment such as lifts, securements, handrails, etc; and
 - i) New driver vehicle orientations, to ensure proper and safe use of the vehicle and any installed equipment.
5. A vehicle repair policy for unplanned mechanical breakdowns, whether repairs are performed in-house or are contracted out;
6. A vehicle storage procedure for safe and secure vehicle storage off-hours;
7. The agency's vehicle management information system (VMIS) established to document vehicle inspections, maintenance and repair activities. The system should track actual dates,

EXHIBIT A

services performed, parts used, costs incurred, and when the next service/inspection is due (miles and/or date).

III. INDIVIDUAL VEHICLE PREVENTIVE MAINTENANCE SCHEDULE AND RECORDS

All grant recipient agencies are required to prepare a preventive maintenance schedule for every grant-funded vehicle. Base vehicle preventive maintenance schedules on manufacturer's recommendations for the specific vehicle.

Vehicle Condition Definitions: RPTD has established vehicle condition definitions that comply with FTA guidelines, and are useful to agencies for assessing and documenting the status of their vehicle fleet. These definitions can be found in the Asset Management section.

Forms and Checklists: For agencies that do not have their own forms and checklists, please request copies from Ride Connection.

Records Retention Requirement: Retain all individual vehicle records, including maintenance and repair records for three years after disposition of the vehicle.

Scheduled Service Intervals: The preventive maintenance schedule should include expected service triggers for maintenance services to be performed. These may be either time periods (example: every three months), or miles elapsed (example: every 3,000 miles). Establish service intervals for different types of maintenance as multiples of a common denominator, whether mileage-based or time-based. This minimizes the frequency of preventive maintenance servicing, and optimizes vehicle in-service operation.

For example, if oil is changed every 3,000 miles, schedule tire rotations every 6,000 miles and transmission fluid changes every 24,000 miles (as long as these intervals meet manufacturer recommendations). For a time-based service interval program, this example could equate to every three months, six months, and twelve months.

The scheduled service should address every component included in the manufacturer's warranty requirements schedule, including all safety equipment and ADA-accessibility equipment such as wheelchair lifts.

Service intervals should also take into consideration seasonal and environmental factors, such as winter conditions, salted or sanded roads, rough road conditions, city-versus-rural driving, coastal fog and sea salt conditions, regular hill or mountain driving, etc.

Wheelchair Lift Maintenance: A survey of major wheelchair lift dealers in Oregon indicates that because of widely varying lift usage rates, manufacturers recommend that preventive maintenance for powered lifts be scheduled based on lift cycles, rather than on time-based intervals. For instance, if a dial-a-ride bus deploys the lift 30 times a day, it would require more

EXHIBIT A

frequent service than a limited-route van requiring eight deployments a day. Oregon began using cycle counters on vehicle lifts in April 2005.

Agencies should include a vehicle lift preventive maintenance section in the Vehicle Maintenance Plan. The lift preventive maintenance section should address the following:

1. A preventive maintenance schedule based on lift cycles, according to manufacturers' recommendations;
2. Regularly scheduled visual lift inspections by drivers, and by mechanics during in-shop maintenance; and
3. New staff orientation and training on operation of the lift and of the cycle counter (for drivers and shop technicians).

Vehicle Preventive Maintenance Records: Maintain vehicle maintenance records for each vehicle, verifying maintenance has been performed according to vehicle manufacturers' established preventive maintenance schedule. The maintenance records will also show that recommended repairs are made on a timely basis.

Vehicle maintenance and repair documentation is an FTA and ODOT requirement for all federally or state funded assets. All vehicle maintenance records must be made available when requested by RPTD staff or its representatives.

Keep vehicle maintenance records for each vehicle in separate files, these include:

1. Vehicle Maintenance Schedule for each vehicle (see above);
2. Documentation of annual safety inspections, including ADA components, performed by a certified mechanic with manufacturer-certified training for the vehicle and for specialized, on-board ADA components;
3. Completed daily pre-trip and post-trip driver checklists documenting that all safety features are functioning. The driver's pre-trip checklist must include deploying any wheelchair lift equipment and interlock features. The post-trip checklist must include indications of service or repairs required, action taken to do the work, and whether or not the vehicle must be taken out of service until repair or service is done, based on agency maintenance policies and safe operation standards;
4. Copies of all invoices, or internal repair orders, documenting that the maintenance and repairs performed.

IV. VEHICLE REPAIRS AS PART OF PREVENTIVE MAINTENANCE

Vehicle repairs include planned major parts replacements (one instance per vehicle per biennium may be reimbursed in a capital preventive maintenance grant); repairs arising out of pre-trip, post-trip, or mileage/time-based inspections (including annual safety inspections); and wear and tear

EXHIBIT A

repairs or replacements (e.g., nicks and minor windshield chips, cracked light covers, individual seat tears, tires, planned brake jobs, lift repairs, bus washing and detailing, etc.).

Although defined as maintenance repairs, warranty/recall servicing, warranty/recall parts replacement, and repairs resulting from accidents, are not eligible expenses in RPTD capitalized preventive maintenance grants. Warranty work should be performed in a timely manner, and agencies should access the manufacturer's warranty via the vendor if assistance is needed to determine what is covered. Any warranty work not covered should be reimbursed as an operating expense, not in the capitalized preventive maintenance grant. Accident repairs are covered by insurance. Any deductibles or charges resulting from an accident are considered operating expenses that cannot be reimbursed from a capital preventive maintenance grant.

Agencies should use some form of Vehicle Repair Work Order form or sheet to record the repair activities. It should include, at a minimum, the start and end date of repairs; the reason for the repair (for example, bus wouldn't start, check engine light came on, inspection finding, or accident); what repairs were made; labor hours; parts used; and who did the work. A Work Order should be used whenever the agency performs the repair service in-house. If a vendor does work, agencies should require work orders or invoices from the company performing the maintenance or repair that, at a minimum, state the issue, parts installed and separate labor charges.

Once the work is completed, the repairs should be documented on the Vehicle Maintenance Chart (see above) and the Work Order should be kept in the individual vehicle maintenance file, where it becomes part of the historical record for that vehicle. These documents are also provided either as required reimbursement documents, or as the basis for completing the vehicle Preventive Maintenance Reimbursement Request attachment form (the Excel spreadsheet developed for use in lieu of providing copies of vendor receipts).

V. VEHICLE CLEANING

It is important that vehicles be regularly cleaned inside and out.

Regular vehicle cleaning helps prevent premature vehicle aging, protects exterior paint, extends the life of protective coatings, and helps prevent rust. It also increases passenger comfort and maintains a positive agency image. Smaller vehicles may be washed at a car wash or with a portable vehicle-washing unit; larger buses may require use of a washing facility (wash rack) or a trip to the nearest truck wash facility. Washing should include periodic washing or steam cleaning the vehicle engine and undercarriage, and application of a protective coating to the painted surfaces, if recommended, and as specified by the manufacturer.

An interior and exterior cleaning schedule should be developed, which specifies cleaning activities to be performed at specified intervals.



EXHIBIT A

VI. VEHICLE STORAGE AND SAFETY

Every transit agency is responsible for protecting its vehicle fleet through good storage and safety practices. Safe and secure vehicle storage encompasses several aspects:

1. **A secured vehicle parking area.** This may be a parking lot with adequate lighting and security, such as security fencing, perimeter motion-detector lighting, or door/window alarms, or a covered bus parking shelter, or a bus barn, also with adequate security.
2. **Security surveillance.** In areas more prone to crime, vandalism, or gang-related activity such as graffiti tagging, some form of additional surveillance may be desirable. This can take the form of electronic surveillance (monitored security cameras), or a routine private patrol service, or both. Security camera monitoring during hours the agency is closed can often be contracted to a commercial security company.
3. **Safety procedures.** Proper storage also incorporates safety procedures such as no-exception brake setting and transmission-in-park requirements of drivers; and setting up the parking area to maximize forward driving and avoid operating vehicles in reverse. Backing up is a frequent accident-generating activity. Entering and exiting safely at the storage facility is also important. Requiring procedures such as 10 MPH maximum driving speeds, and stop signs or markings at intersection points, will help to minimize unnecessary vehicle damage or collisions.
4. **Key Control.** Keys are a vulnerability point for all vehicles. A policy and procedure for locking vehicles and assigned responsibilities for vehicle keys at shift-end should be established.

VII. RESOURCES

Federal Publications

Code of Federal Regulations (CFR) 49

- Part 37, Transportation Services for Individuals with Disabilities (ADA) [49CFR37](#)
- Part 38, ADA Accessibility Specifications for Transportation Vehicles [49CFR38](#)
- Part 393, Parts and Accessories Necessary for Safe Operation [49CFR393](#)
- Part 396, Inspection, Repair, and Maintenance [49CFR396](#)
- Part 571, Federal Motor Vehicle Safety Standards (FMVSS) [49CFR571](#)

Other Useful National Organization Publications

- Community Transportation Association of America (CTAA) – ADA Resources

EXHIBIT A

VIII. EMERGENCY AFTER HOURS CONTACT(S)

Please list at least one emergency contact to reach after hours for vehicle issues.

Name	Phone
1. No Change to exiting contact list	
2.	
3.	

Ride Connection, Inc.

**Clackamas County Social
Services**

Signature

Signature

Printed Name

Brenda Durbin

Printed Name

Title

Director, Social Services Division

Title

Date

July 28, 2020

Date

EXHIBIT B

Summary of Federal Terms and Conditions and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements (“Certifications and Assurances”) and Federal Transit Administration Master Agreement (“Master Agreement”)

Contractor’s subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Contractor must submit to Ride Connection on or before October 1 of each year during the term of this Agreement an executed copy of the Certifications and Assurances by printing and completing the form and sending it to Ride Connection. The form is available at: <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>.

Contractor agrees to comply with the following provisions and require in its subagreements that the subcontractors comply with all applicable requirements included in the Master Agreement that is signed and attested to by the State of Oregon as if the subcontractors were Contractor. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from Ride Connection or by calling the State at (503) 986-3300, or at www.transit.dot.gov.

Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Contractor shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Contractor will report to Ride Connection on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Contractor shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Contractor's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this

EXHIBIT B

program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

4. Contractor must include the following language in each subagreement Contractor signs with a subcontractor:

The subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Ride Connection deems appropriate.

5. By executing the Agreement, contractors receiving in excess of \$100,000 in federal funds, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Contractor **shall** complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

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EXHIBIT C
INSURANCE REQUIREMENTS

General

Contractor shall obtain and provide:

- i. Insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance of this Agreement and of any sub agreement commences, and
- ii. Maintain the insurance in full force throughout the duration of this Agreement. Proof of sufficient self-insurance shall satisfy this requirement.

The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Ride Connection. Contractor shall not commence work under this Agreement, and shall not authorize work to begin under a subcontract until the insurance is in full force. Thereafter, Contractor shall monitor continued compliance with the insurance requirements on an annual or more frequent basis.

Contractor shall comply with any requirements of Ride Connection with respect to Contractor's compliance with these insurance requirements, including but not limited to Ride Connection issued stop work orders (or the equivalent) until the insurance is in full force, or terminating the Contract as permitted by this Contract, or pursuing legal action to enforce the insurance requirements.

While this Agreement is in effect, Contractor agrees that it shall maintain in effect the insurance coverage set forth below. Prior to commencement of work under this Agreement, Contractor shall furnish to Ride Connection a certificate(s) of insurance executed by a duly authorized representative of each insurer showing compliance with the insurance requirements below. Failure of Ride Connection to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Ride Connection to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation.

Contractor shall be responsible for payment of all respective premiums and deductibles. Insurance shall be maintained of the types and in the amounts described below, and shall be from carriers acceptable to Ride Connection:

Types and Amounts

Clackamas County is self-insured for workers' compensation, and general, auto and professional liability, in accordance with the provisions of ORS 30.272 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. The County's exposure for general, auto and professional liability is limited by ORS 30.272 to: \$126,200/\$630,800 property damage and \$1,538,000 total damages per occurrence.

Contractor's subcontractors, if any, shall obtain and provide insurance in the types and amounts as follows:

EXHIBIT C

- I. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

The employer's liability limit shall not be less than \$500,000 each accident for bodily injury by an accident and \$500,000 each employee for bodily injury by disease. The workers compensation limit shall be equivalent to or better than the Oregon statutory limits.

- II. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to Ride Connection. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by Ride Connection:

Bodily Injury, Death, and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

- III. **AUTOMOBILE LIABILITY:** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by Ride Connection:

Bodily Injury, Death, and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).

Additional Insured

The Commercial General Liability Insurance and Automobile Liability insurance must include Ride Connection, ODOT, the State of Oregon, the Federal Transit Administration, and each of their respective directors, officers, agents, elected officials, and employees as additional insureds with respect to work or operations connected with the Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"Tail" Coverage

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Contractor and the subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement for Contractor, and the effective date of the sub agreement for subcontractors, for a minimum of 24 months following the later of:

EXHIBIT C

- i. The Contractor's completion and Ride Connection's acceptance of all services required under this Agreement, and the subcontractors completion and Contractor's acceptance of all services required under the sub agreement or,
- ii. The expiration of all warranty periods provided under this Agreement with respect to Contractor and the sub agreement with respect to the subcontractor.

Notwithstanding the foregoing 24-month requirement, if the Contractor or subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Contractor or subcontractor may request and Ride Connection may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Ride Connection approval is granted, the Contractor or subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

Notice of Cancellation or Change

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

Certificate(s) of Insurance

Contractor shall submit to Ride Connection a certificate(s) of insurance for all required insurance before the commencement of performance of services, and upon expiration/renewal of any coverage type. The certificate(s) or an attached endorsement must specify:

- i. All entities and individuals who are endorsed on the policy as Additional Insured and
- ii. For insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Exhibit D CCSS All

As of 2021-07-01 17:38:35 Pacific Standard Time/PST • Generated by Dean Orr • Sorted by License Plate (Ascending)

Project: Project Name ↑	Year	Make	Model	License Plate	Asset Nickname	VIN#	Budget Amount	Start Date	End Date
Canby Adult Center CCC - 21/22 ODOT #35150	2015	Dodge Eldorado	Amerivan	464JFY	AC2024	2C7WDGBG8FR705616	\$2,850.00	7/1/2021	6/30/2022
	2017	Ford Starcraft	Allstar	CN04236		1FDEE3FS6HDC29364	\$2,850.00	7/1/2021	6/30/2022
Subtotal	Count	2					\$5,700.00		
Estacada Senior Center CCC - 21/22 ODOT #35150	2013	Ford Elkhart	EC II	CN03725		1FDFE4FS8DDA50893	\$2,850.00	7/1/2021	6/30/2022
	Subtotal	Count	1				\$2,850.00		
Foothills Community Center CCC - 21/22 ODOT #35150	2011	Ford Champion	Challenger	CN03384		1FDFE4FS2BDA39224	\$2,850.00	7/1/2021	6/30/2022
	2017	Ford Starcraft	Allstar	CN04253		1FDEE3FS8HDC29365	\$2,850.00	7/1/2021	6/30/2022
Subtotal	Count	2					\$5,700.00		
Gladstone Senior Center CCC - 21/22 ODOT PM #35150	2017	Ford Starcraft	Allstar	CN04239		1FDEE3FS7HDC29342	\$2,850.00	7/1/2021	6/30/2022
	Subtotal	Count	1				\$2,850.00		
Hoodland Senior Center CCC - 21/22 ODOT #35150	2014	Ford Goshen	GC-II	CN03822		1FDEE3FL1EDA23762	\$2,850.00	7/1/2021	6/30/2022
	Subtotal	Count	1				\$2,850.00		
Milwaukie Center CCC - 21/22 ODOT PM #35150	2010	Ford StarTrans	Senator	CN03243		1FDFE45SX9DA92863	\$2,850.00	7/1/2021	6/30/2022
	2014	Ford Champion	Challenger	CN03945	MC Bus A	1FDFE4FS0EDA04525	\$2,850.00	7/1/2021	6/30/2022
	2015	Ford Elkhart	EC II	CN04000	MC Bus B	1FDFE4FS0FDA15851	\$2,850.00	7/1/2021	6/30/2022
	2017	Ford Starcraft	Allstar	CN04237	MC Bus C	1FDFE4FS0HDC07466	\$2,850.00	7/1/2021	6/30/2022
Subtotal	Count	4					\$11,400.00		
Pioneer Community Center CCC - 21/22 ODOT PM #35150	2013	Ford Elkhart	EC II	CN03741		1FDFE4FS2DDA64191	\$2,850.00	7/1/2021	6/30/2022
	2014	Ford Elkhart	EC II	CN03823		1FDEE4FL4EDA05701	\$2,850.00	7/1/2021	6/30/2022
	2017	Ford Starcraft	Allstar	CN04240		1FDEE3FSXHDC30100	\$2,850.00	7/1/2021	6/30/2022
Subtotal	Count	3					\$8,550.00		
Sandy Senior Center CCC - 21/22 ODOT #35150	2016	Mobility Ventures LLC	MV - MV1	095JQD	Marshmallow	57WMD2C60GM100101	\$2,850.00	7/1/2021	6/30/2022
	2013	Ford Elkhart	EC II	CN03663		1FDFE4FS6CDB38243	\$2,850.00	7/1/2021	6/30/2022
Subtotal	Count	2					\$5,700.00		
Transportation Reaching People CCC - 21/22 ODOT PM #35150	2014	Dodge	Braun Entervan	709GZJ		2C7WDGBG6ER380107	\$2,850.00	7/1/2021	6/30/2022
	2019	Dodge Eldorado	Amerivan	984LHU	19-8969	2C7WDGBG1KR521404	\$2,850.00	7/1/2021	6/30/2022
	2019	Dodge	Grand Caravan	To Come	New 2 Van E FY21	2C7WDGBG1KR793838	\$500.00	7/1/2021	6/30/2022
Subtotal	Count	3					\$6,200.00		
Total	Count	19					\$51,800.00		

EXHIBIT E

Clackamas County Social Services

Contract #18919

PASS-THROUGH FUNDING INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) 2 CFR 200.

This agreement is financed by the funding source indicated below:

Assistance Listings or Title: *Enhanced Mobility of Seniors with Disabilities Program (49 U.S.C 5310)*

Assistance Listings Number and Name: *20.513 (5310)*

Federal Award Identification Number (FAIN): *Unknown at this time*

Subrecipient DUNS Number: *96992656*

Project Cost (total before required match): *\$57,729*

Expected Federal Funding: *\$51,800*

Approved Indirect Cost Rate: *0%*

Federal Award Date: *Obligation Date: Unknown at this time*

Award R&D? (Yes/No): *No*

Federal Funding Agency (or other pass-through agency if different):

ODOT
Rail and Public Transit Division
555 13th Street NE
Salem, OR 97301

U.S. Department of Transportation
Federal Transit Administration
1200 New Jersey Ave, SE
4th & 5th Floors - East Building
Washington, DC 20590

U.S. Department of Transportation
Federal Transit Administration
Region X Suite 3142
Federal Building
915 Second Avenue
Seattle, WA 98174

EXHIBIT E

Clackamas County Social Services
Contract #18919

Federal laws, regulations, or circulars that are expressly applicable to the funding source and project (but not limited to):

- A. Master Agreement (49 U.S.C. Chapter 53 and Title 23) – The FTA Master Agreement contains the standard terms and conditions that apply to the Underlying Agreement.
- B. Grant Management Requirements (Circular 5010.1E) – These requirements are intended to assist recipients in administering FTA-funded projects and in meeting reward responsibilities and reporting requirements. Recipients have a responsibility to comply with regulatory requirements and to be aware of all pertinent material to assist in the management of all federally assisted rewards.
- C. *Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program (Circular 5010.1G)* – *This circular issues guidance on the administration of the Enhanced Mobility of Seniors and Individuals with Disabilities Program under 49 U.S.C. 5310.*
- D. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Title 2 – Grants and Agreements; Subtitle A – Office of Management and Budget Guidance for Grants and Agreements; Chapter II – Office of Management and Budget Guidance; Part 200). Establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities and establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. The principles are designed that Federal awards bear their fair share of costs.

EXHIBIT F

Reporting Requirements

Reports are due to the Service Data Specialist at Ride Connection by the **20th** of each month.

Reports:

- Service Summary Reports
 - Trip Data
 - Financial Data (must reflect full monthly transportation program costs)
- Vehicle Operations Report and all vehicle invoices
- Unduplicated Age and Ethnicity Report

Required reporting items include:

- Trips by Trip Purpose
- Mileage
- Turndowns
- Volunteer and Paid Driver Hours
- Admin and Escort non-driver Volunteer hours
- Transportation Program Expenses
- Donations
- Funds received from other Agencies to support program (Agency Other)
- Unduplicated Riders (Counts by Age and Ethnicity)
- Vehicle Maintenance invoices (reimbursable and non-reimbursable amounts)
- Any other required fields requested to meet reporting requirements

Copies of the above stated forms must be created per each Provider's specific program requirements and will be sent to Providers electronically. Providers should always utilize the most current reporting forms sent by Ride Connection. All forms should be submitted electronically, unless otherwise instructed by Ride Connection.

Ride Connection must be notified on or before the 20th of each month if a delay in report submission is anticipated.

Reports and questions regarding reporting requirements should be directed to:

partner_reporting@rideconnection.org.

September 9, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Grant Agreements #18871, Amendments #1 with Ride Connection, Inc.
to Provide Funding for Rides Provided by Social Services,
Transportation Reaching People

Purpose/Outcomes	Funding for Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments
Dollar Amount and Fiscal Impact	The total for Agreement #18871-1 is increased to \$222,284. This agreement is funded through the agreements with State of Oregon, Dept. of Transportation (ODOT), Special Transportation Formula (STF) Funds.
Funding Source	State of Oregon, ODOT-STF funds. No County General Funds are involved
Duration	Effective July 1, 2020 and terminates on June 30, 2022
Previous Board Action	011719-A2, 120320-A5
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.
Counsel Review	1. Date of Counsel review: 7/28/21 2. Initials of County Counsel performing review: KR
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9869

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests approval of Agreements#18871, Amendment #1 with Ride Connection, Inc. This agreement provides State of Oregon – Dept. of Transportation, Special Transportation Formula (STF) funding for rides provided throughout the County by the Social Services Transportation Reaching People (TRP) program. This amendment adds continued grant funds to reimburse TRP for transportation services they provide to

Clackamas County seniors and persons with disabilities during FY21-22. These funds help residents to remain independent and engaged in their community as long as possible.

Any disabled adult over 18 or older adult over the age of 60 living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. Agreement #18871-is specific to rides the TRP program provides in either a lift equipped mini-buses or mini-vans driven by paid staff. TRP provides transportation throughout the county and to medical facilities located in the greater Portland-metro area in these vehicles. When possible, riders with a similar destination and arrival times ride together to increase program efficiencies. The majority of TRP rides are for medical transportation. TRP also provides rides for residents to conduct other personal business; including accessing food banks and grocery stores. Generally, transportation is provided weekdays between 8:00 am and 5:00pm.

This agreement is late due to Ride Connection not being able to release agreements to its sub-recipients until TriMet released their agreement and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its agreements for FY21/22. County Council reviewed and approved this agreement on 7/28/21. No County General Funds are involved.

RECOMMENDATION:

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

Respectfully submitted,



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



**CONTRACT MODIFICATION #1 to 18871
Between Ride Connection, Inc., and Clackamas County Social Services
Original Contract Dated 7/1/2020**

Ride Connection, Inc. (hereinafter "Ride Connection") and **Clackamas County Social Services** (hereinafter "Contractor") agree to the following terms and conditions of the contract cited above:

1. Recitals (1), is deleted in its entirety and replaced with the following:

Ride Connection and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved STF to Subrecipient for Subrecipient's accomplishment of the Project(s). The maximum amount of funding shall be **\$222,284**, in lieu of **\$110,047**, for a total increase of **\$112,237**. These funds shall be used solely for the Project(s) in Exhibit A, and not be used for any other purpose.

2. Section (8), B, Funding, is deleted in its entirety and replaced with the following:

The maximum funding to be disbursed to Subrecipient under this Agreement is:

- Fiscal Year 2021 - **\$110,047**
- Fiscal Year 2022 - **\$112,237**

3. Section (9), Term, is deleted in its entirety and replaced with the following:

The term of this contract shall be from 7/1/2020 through 6/30/2022.

4. Section (10), Communications, is deleted in its entirety and replaced with the following:

Ride Connection:

John Whitman
Ride Connection
9955 NE Glisan St.
Portland, OR 97220

Subrecipient:

Kristina Babcock
Clackamas County Social Services
2051 Kaen Rd
Oregon City, OR 97045-1819

5. Exhibit A, Scope of Work is deleted in its entirety and replaced with Exhibit A, dated July 01, 2021.

6. All other terms of the original contract apply.

Ride Connection and **Clackamas County Social Services** have executed this **Modification** to the original contract, as cited above, as of the day and year written below.

Entered into Agreement By:

RIDE CONNECTION, INC.

Signature

Julie Wilcke-Pilmer
Printed Name

CEO
Title

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Date

Approved as to Form:

By: Kathleen Rastetter
Clackamas County Counsel

Date: 7/28/2021

EXHIBIT A

Clackamas County Social Services

Contract No. 18871

SCOPE OF WORK

July 1, 2021

Project Title: Clackamas County Transportation Consortium – Transportation Reaching People Paid Driver Service

Funding Source Definitions and Restrictions

Project STF Formula Funds Total: \$222,284

The goods and/or services to be provided by Clackamas County include, but are not limited to the following:

A. Participate in Cost Savings Activities:

Clackamas County agrees to participate in coordination activities with Ride Connection and other Transportation providers Ride Connection contracts with to provide transportation services (“Service Partners”) in the network to meet the demand for service in a cost-effective manner.

B. Coordinate Customer Information, Referral, and Trip Scheduling Activities with the Ride Connection Service Center:

Service partners, who utilize the Ride Connection Service Center to coordinate trips, recognize that this service is currently being funded by dollars outside of this contract. Service Partners agree to work with Ride Connection to investigate opportunities and create solutions to recoup costs accrued for the service performed. Not currently applicable to the Clackamas County programs.

C. Establish and Maintain Customer Confidentiality:

Service Partners agree to maintain the confidentiality of all customer records exchanged with Ride Connection or accessed through Ride Connection coordination, scheduling and dispatch software. In the process of providing service, Service Partners agree to provide only the customer information that is necessary in order for the driver to provide the appropriate level of service for the trip being provided.

D. Provide Shared Capacity Trips:

With increased coordination among service partners, opportunities arise for providers to serve customers who reside in, or have trips originating or ending in areas outside the defined Service Area specified in this contract. Such activity is encouraged to reduce deadhead time on longer distance trips and maximize available capacity. STF Formula funds can be used to cover the costs associated with Shared Capacity Trips. If service boundaries need to be adjusted, partners will be asked to participate in the planning and decision making necessary to align service boundaries with need.

E. Maintain a sufficient number of qualified, approved paid and volunteer drivers and concierge and administrative hours to meet project goals.

EXHIBIT A

Clackamas County Social Services

Contract No. 18871

- F. Recruit volunteer drivers to drive Ride Connection vehicles, or who are willing to provide proof of coverage if driving their own vehicles and who will meet the criteria necessary to allow them to drive for a Ride Connection program.
- G. Participate with Ride Connection, TriMet and other partners in the development of local, regional and agency specific service plans. Help recruit customers to actively participate in planning processes and service design.
- H. Increase coordination between Ride Connection, other services partners and TriMet to increase transportation options for older adults and people with disabilities. Share information on customers, trips, and destinations with Ride Connection, TriMet, and other partners and jointly plan new services or service changes.
- I. Coordinate outreach activities with Ride Connection. Perform marketing and outreach to community points that are key destinations for older adults and people with disabilities. Participate in Ride Connection sponsored events.
- J. Increase transportation options available to TriMet ADA eligible individuals who, because of their mobility impairment, geographic barriers, or trip destination, may be difficult for LIFT to serve or may require more personalized attention.
- K. Establish transportation options, for older adults or people with disabilities, in the community at large that encourage group trips to common community destinations such as shopping, recreation, senior centers, and nutrition sites.
- L. Encourage older adults and people with disabilities to become aware of and connect with available transportation and community-based services as an alternative to LIFT ADA paratransit services for some or all of their trips.
- M. Provide Ride Connection with back up documentation for billing line items upon request.
- N. Orient drivers to the agency's transportation program and ensure they comply with required training and are aware of other specialized training opportunities available through Ride Connection to maintain safety of operations.
- O. Attend regular coordination and training meetings to be conducted by Ride Connection.
- P. Allow TriMet, ODOT, or Ride Connection representatives to contact a random sample of clients for monitoring and service verification purposes. Clients will be contacted by mail or phone. Agencies will be given a copy of the questionnaire in advance of mailing.
- Q. Notify Ride Connection as soon as possible of unusual conditions that will affect the delivery of services.
- R. Implement Ride Connection's client donation policy to seek rider donations comparable to the TriMet LIFT fare, when appropriate.
- S. Cooperate in the mutually agreed upon submission of requests for additional public or private funds for program expansion and enhancement.
- T. Cooperate in transportation coordination efforts with other organizations such as churches, schools, businesses, and transportation providers.

EXHIBIT A

Clackamas County Social Services

Contract No. 18871

U. Implement customer feedback (i.e. complaint, compliment) procedures for individuals using community-based transportation.

V. Provide service throughout the contract term.

Project Description:

Services are provided to all Clackamas County resident who are either 60 plus or have a disability. Rides are provided using paid drivers as well as taxis on a limited basis. The ride must originate within the service area, anywhere in Clackamas County, but can go to a destination outside the service area. This service is frequently the only option available to riders as most live outside paratransit boundaries.

These TRP rides are provided using two wheelchair accessible vans, two wheelchair accessible buses and, on a limited basis, a non-wheelchair accessible sedan with paid drivers operating all vehicles. This grant provides funding specific to the operation of this portion of the TRP transportation services. All riders receive Door to Door service. Clients with additional mobility needs are encouraged to have a Personal Attendant ride with them.

All riders receive door to door service. Transportation is provided Monday through Friday. Riders simply call TRP to schedule a ride.

Marketing is not done in the traditional sense. Information about the service is regularly distributed to Community Partners.

Due to the COVID-19 pandemic, Clackamas County will use FY20-23 monies for the following services and equipment as needed:

- Delivery of meals and pharmaceuticals to seniors and people with disabilities.
- Cleaning and disinfecting measures.
- Personal protection equipment.
- Transportation of personnel for medical and emergency purposes.

Project Funding:

Category	Year 1		Year 2		Total	
	STF Award	Total Project Cost	STF Award	Total Project Cost	STF Award	Total Project Cost
Planning:						
Operating:	\$110,047	\$1,122,632	\$112,237	\$1,132,453	\$222,284	\$2,255,085
Capital:						
Administrative:		\$35,100		\$35,100		\$70,200
Other (describe):						
Total:	\$110,047	\$1,157,732	\$112,237	\$1,167,553	\$222,284	\$2,325,285

EXHIBIT A

Clackamas County Social Services

Contract No. 18871

Project Funding Sources:

Funding Source	Year 1 Amount	Year 2 Amount	Total Amount
Source 1: Funds Requested	\$110,047	\$112,237	\$222,284
Source 2: STF Ride Connection Pass Through	\$383,580	\$391,211	\$774,791
Source 3: STF County Consortium	\$32,550	\$32,550	\$65,100
Source 4: 5310 County Consortium	\$38,973	\$38,973	\$77,946
Source 5: STIF County Consortium	\$146,963	\$146,963	\$293,926
Source 6: OAA Title III-B	\$150,000	\$150,000	\$300,000
Source 7: Medicaid for Waivered Non-Medical Transportation	\$33,450	\$33,450	\$66,900
Source 8: In-District (TriMet)	\$206,669	\$206,669	\$413,338
Source 9: Sr. Ctr. Agency Other	\$25,000	\$25,000	\$50,000
Source 10: Rider Donations	\$30,500	\$30,500	\$61,000
Total:	\$1,157,732	\$1,167,553	\$2,325,285

Project Measurables:

Measurable	Year 1:	Year 2:
One way Rides	N/A	N/A
Senior/Person w/ Disability One way Rides	5,100	5,100
Total paid driver hours	2,500	2,500
Total volunteer driver hours (increase in hours over FY18 baseline)	0	0
Cost per trip		
# of individuals served	275	275
Vehicle Hours	N/A	N/A
Vehicle Miles	35,750	35,750

September 9, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Grant Agreements #18872, Amendments #1 with Ride Connection, Inc.
to Provide Funding for Rides Provided by Social Services,
Transportation Reaching People

Purpose/Outcomes	Funding for Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments
Dollar Amount and Fiscal Impact	The total for Agreement #18872-1 is increased to \$62,907. This agreement is funded through the agreements with State of Oregon, Dept. of Transportation (ODOT), Special Transportation Formula (STF) Funds.
Funding Source	State of Oregon, ODOT-STF funds. No County General Funds are involved
Duration	Effective July 1, 2020 and terminates on June 30, 2022
Previous Board Action	011719-A2, 120320-A5
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	<ol style="list-style-type: none"> 1. Date of Counsel review: 7/28/21 2. Initials of County Counsel performing review: KR
Procurement Review	<ol style="list-style-type: none"> 1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9958

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests approval of Agreements #18872, Amendment #1 with Ride Connection, Inc. This agreement provides State of Oregon – Dept. of Transportation, Special Transportation Formula (STF) funding for rides provided throughout the County by the Social Services Transportation Reaching People (TRP) program. This agreements adds continued grant funds to reimburse TRP for transportation services they provide to

Clackamas County seniors and persons with disabilities during FY21-22. These funds help residents to remain independent and engaged in their community as long as possible.

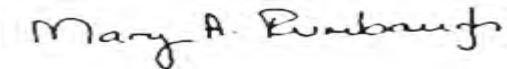
Any disabled adult over 18 or older adult over the age of 60 living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. Agreement #18872-1 provides supportive funding for volunteer driver mileage reimbursement for rides volunteer drivers provide in their own vehicles. TRP provides transportation throughout the county and to medical facilities located in the greater Portland-metro area in these vehicles. When possible, riders with a similar destination and arrival times ride together to increase program efficiencies. The majority of TRP rides are for medical transportation. TRP also provides rides for residents to conduct other personal business; including accessing food banks and grocery stores. Generally, transportation is provided weekdays between 8:00 am and 5:00pm.

This agreement is late due to Ride Connection not being able to release agreements to its sub-recipients until TriMet released their agreement and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its agreements for FY21/22. County Council reviewed and approved this agreement on 7/28/21. No County General Funds are involved.

RECOMMENDATION:

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

Respectfully submitted,



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



**CONTRACT MODIFICATION #1 to 18872
Between Ride Connection, Inc., and Clackamas County Social Services
Original Contract Dated 7/1/2020**

Ride Connection, Inc. (hereinafter "Ride Connection") and **Clackamas County Social Services** (hereinafter "Contractor") agree to the following terms and conditions of the contract cited above:

1. Recitals (1), is deleted in its entirety and replaced with the following:

Ride Connection and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved STF to Subrecipient for Subrecipient's accomplishment of the Project(s). The maximum amount of funding shall be **\$62,907**, in lieu of **\$31,144**, for a total increase of **\$31,763**. These funds shall be used solely for the Project(s) in Exhibit A, and not be used for any other purpose.

2. Section (8), B, Funding, is deleted in its entirety and replaced with the following:

The maximum funding to be disbursed to Subrecipient under this Agreement is:

- Fiscal Year 2021 - **\$31,144**
- Fiscal Year 2022 - **\$31,763**

3. Section (9), Term, is deleted in its entirety and replaced with the following:

The term of this contract shall be from 7/1/2020 through 6/30/2022.

4. Section (10), Communications, is deleted in its entirety and replaced with the following:

Ride Connection:	Subrecipient:
John Whitman	Kristina Babcock
Ride Connection	Clackamas County Social Services
9955 NE Glisan St.	2051 Kaen Rd
Portland, OR 97220	Oregon City, OR 97045-1819

5. Exhibit A, Scope of Work is deleted in its entirety and replaced with Exhibit A, dated July 01, 2021.

6. All other terms of the original contract apply.

Ride Connection and **Clackamas County Social Services** have executed this **Modification** to the original contract, as cited above, as of the day and year written below.

Entered into Agreement By:

RIDE CONNECTION, INC.

Signature

Julie Wilcke-Pilmer
Printed Name

CEO
Title

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Date

Approved as to Form:

By: Kathleen Rastetter
Clackamas County Counsel

Date: 7/28/2021

EXHIBIT A

Clackamas County Social Services

Contract No. 18872

SCOPE OF WORK

July 1, 2021

Project Title: Clackamas County Transportation Consortium – Transportation Reaching People Mileage Support

Funding Source Definitions and Restrictions

Project STF Formula Funds Total: \$62,907

The goods and/or services to be provided by Clackamas County include, but are not limited to the following:

A. Participate in Cost Savings Activities:

Clackamas County agrees to participate in coordination activities with Ride Connection and other Transportation providers Ride Connection contracts with to provide transportation services (“Service Partners”) in the network to meet the demand for service in a cost-effective manner.

B. Coordinate Customer Information, Referral, and Trip Scheduling Activities with the Ride Connection Service Center:

Service partners, who utilize the Ride Connection Service Center to coordinate trips, recognize that this service is currently being funded by dollars outside of this contract. Service Partners agree to work with Ride Connection to investigate opportunities and create solutions to recoup costs accrued for the service performed. Not currently applicable to the Clackamas County programs.

C. Establish and Maintain Customer Confidentiality:

Service Partners agree to maintain the confidentiality of all customer records exchanged with Ride Connection or accessed through Ride Connection coordination, scheduling and dispatch software. In the process of providing service, Service Partners agree to provide only the customer information that is necessary in order for the driver to provide the appropriate level of service for the trip being provided.

D. Provide Shared Capacity Trips:

With increased coordination among service partners, opportunities arise for providers to serve customers who reside in, or have trips originating or ending in areas outside the defined Service Area specified in this contract. Such activity is encouraged to reduce deadhead time on longer distance trips and maximize available capacity. STF Formula funds can be used to cover the costs associated with Shared Capacity Trips. If service boundaries need to be adjusted, partners will be asked to participate in the planning and decision making necessary to align service boundaries with need.

E. Maintain a sufficient number of qualified, approved paid and volunteer drivers and concierge and administrative hours to meet project goals.

EXHIBIT A

Clackamas County Social Services

Contract No. 18872

- F. Recruit volunteer drivers to drive Ride Connection vehicles, or who are willing to provide proof of coverage if driving their own vehicles and who will meet the criteria necessary to allow them to drive for a Ride Connection program.
- G. Participate with Ride Connection, TriMet and other partners in the development of local, regional and agency specific service plans. Help recruit customers to actively participate in planning processes and service design.
- H. Increase coordination between Ride Connection, other services partners and TriMet to increase transportation options for older adults and people with disabilities. Share information on customers, trips, and destinations with Ride Connection, TriMet, and other partners and jointly plan new services or service changes.
- I. Coordinate outreach activities with Ride Connection. Perform marketing and outreach to community points that are key destinations for older adults and people with disabilities. Participate in Ride Connection sponsored events.
- J. Increase transportation options available to TriMet ADA eligible individuals who, because of their mobility impairment, geographic barriers, or trip destination, may be difficult for LIFT to serve or may require more personalized attention.
- K. Establish transportation options, for older adults or people with disabilities, in the community at large that encourage group trips to common community destinations such as shopping, recreation, senior centers, and nutrition sites.
- L. Encourage older adults and people with disabilities to become aware of and connect with available transportation and community-based services as an alternative to LIFT ADA paratransit services for some or all of their trips.
- M. Provide Ride Connection with back up documentation for billing line items upon request.
- N. Orient drivers to the agency's transportation program and ensure they comply with required training and are aware of other specialized training opportunities available through Ride Connection to maintain safety of operations.
- O. Attend regular coordination and training meetings to be conducted by Ride Connection.
- P. Allow TriMet, ODOT, or Ride Connection representatives to contact a random sample of clients for monitoring and service verification purposes. Clients will be contacted by mail or phone. Agencies will be given a copy of the questionnaire in advance of mailing.
- Q. Notify Ride Connection as soon as possible of unusual conditions that will affect the delivery of services.
- R. Implement Ride Connection's client donation policy to seek rider donations comparable to the TriMet LIFT fare, when appropriate.
- S. Cooperate in the mutually agreed upon submission of requests for additional public or private funds for program expansion and enhancement.
- T. Cooperate in transportation coordination efforts with other organizations such as churches, schools, businesses, and transportation providers.

EXHIBIT A

Clackamas County Social Services

Contract No. 18872

U. Implement customer feedback (i.e. complaint, compliment) procedures for individuals using community-based transportation.

V. Provide service throughout the contract term.

Project Description:

Service is provided to all Clackamas County residents who are either 60 plus or have a disability. This grant supports the TRP rides that are provided by volunteer drivers transporting clients in their own personal vehicle. The ride must originate within the service area, which is anywhere in Clackamas County, but can go to a destination outside the service area. This service is frequently one of the only options available to riders as most live outside paratransit boundaries.

This grant provides funding specific to the mileage reimbursement to volunteer driver of the TRP program. These drivers are dispatched by either the TRP staff at the Oregon City office or the Staff at the local Community Center where they live. All riders receive Door to Door service.

Transportation is provided Monday through Friday. Riders simply call the local provider, or TRP, to schedule a ride.

Marketing is not done in the traditional sense. Information about the service is regularly distributed to Community Partners.

Due to the COVID-19 pandemic, Clackamas County will use FY20-22 monies for the following services and equipment as needed:

- Delivery of meals and pharmaceuticals to seniors and people with disabilities.
- Cleaning and disinfecting measures.
- Personal protection equipment.
- Transportation of personnel for medical and emergency purposes.

Project Funding:

Category	Year 1		Year 2		Total	
	STF Award	Total Project Cost	STF Award	Total Project Cost	STF Award	Total Project Cost
Planning:						
Operating:	\$31,144	\$1,122,633	\$31,763	\$1,132,453	\$62,907	\$2,255,086
Capital:						
Administrative:		\$35,100		\$35,100		\$70,200
Other (describe):						
Total:	\$31,144	\$1,157,733	\$31,763	\$1,167,553	\$62,907	\$2,325,286

EXHIBIT A

Clackamas County Social Services

Contract No. 18872

Project Funding Sources:

Funding Source	Year 1 Amount	Year 2 Amount	Total Amount
Source 1: Funds Requested	\$31,144	\$31,763	\$62,907
Source 2: STF Ride Connection Pass Through	\$462,484	\$471,685	\$934,169
Source 3: STF County Consortium	\$32,550	\$32,550	\$65,100
Source 4: 5310 County Consortium	\$38,973	\$38,973	\$77,946
Source 5: STIF County Consortium	\$146,963	\$146,963	\$293,926
Source 6: OAA Title III-B	\$150,000	\$150,000	\$300,000
Source 7: Medicaid for Waivered Non-Medical Transportation	\$33,450	\$33,450	\$66,900
Source 8: In-District (TriMet)	\$206,669	\$206,669	\$413,338
Source 9: Sr. Ctr. Agency Other	\$25,000	\$25,000	\$50,000
Source 10: Rider Donations	\$30,500	\$30,500	\$61,000
Total:	\$1,157,733	\$1,167,553	\$2,325,286

Project Measurables:

Measurable	Year 1:	Year 2:
One way Rides	N/A	N/A
Senior/Person w/ Disability One way Rides	4,500	4,500
Total paid driver hours	0	0
Total volunteer driver hours (increase in hours over FY18 baseline)	7,850	7,850
Cost per trip		
# of individuals served	180	180
Vehicle Hours	N/A	N/A
Vehicle Miles	54,439	57,715

September 9, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Grant Agreements #18873 Amendments #1 with Ride Connection, Inc.
to Provide Funding for Rides Provided by Social Services,
Transportation Reaching People

Purpose/Outcomes	Funding for Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments
Dollar Amount and Fiscal Impact	The total for Agreement #18873-1 is increased to \$63,595. This agreement is funded through the agreements with State of Oregon, Dept. of Transportation (ODOT), Special Transportation Formula (STF) Funds.
Funding Source	State of Oregon, ODOT-STF funds. No County General Funds are involved
Duration	Effective July 1, 2020 and terminates on June 30, 2022
Previous Board Action	011719-A2, 120320-A5
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.
Counsel Review	1. Date of Counsel review: 7/28/21 2. Initials of County Counsel performing review: KR
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9957

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests approval of Agreements #18873, Amendment #1 with Ride Connection, Inc. This agreement provides State of Oregon – Dept. of Transportation, Special Transportation Formula (STF) funding for rides provided throughout the County by the Social Services Transportation Reaching People (TRP) program. This agreements adds continued grant funds to reimburse TRP for transportation services they provide to

Clackamas County seniors and persons with disabilities during FY21-22. These funds help residents to remain independent and engaged in their community as long as possible.

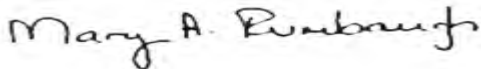
Any disabled adult over 18 or older adult over the age of 60 living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. Agreement #18873-1 is specific to rides the TRP program provides in either a lift equipped mini-buses or mini-vans driven by paid staff. TRP provides transportation throughout the county and to medical facilities located in the greater Portland-metro area in these vehicles. When possible, riders with a similar destination and arrival times ride together to increase program efficiencies. The majority of TRP rides are for medical transportation. TRP also provides rides for residents to conduct other personal business; including accessing food banks and grocery stores. Generally, transportation is provided weekdays between 8:00 am and 5:00pm.

This agreement is late due to Ride Connection not being able to release agreements to its sub-recipients until TriMet released their agreement and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its agreements for FY21/22. County Council reviewed and approved this agreement on 7/28/21. No County General Funds are involved.

RECOMMENDATION:

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

Respectfully submitted,



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



**CONTRACT MODIFICATION #1 to 18873
Between Ride Connection, Inc., and Clackamas County Social Services
Original Contract Dated 7/1/2020**

Ride Connection, Inc. (hereinafter "Ride Connection") and **Clackamas County Social Services** (hereinafter "Contractor") agree to the following terms and conditions of the contract cited above:

1. Recitals (1), is deleted in its entirety and replaced with the following:

Ride Connection and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved STF to Subrecipient for Subrecipient's accomplishment of the Project(s). The maximum amount of funding shall be **\$63,595**, in lieu of **\$31,485**, for a total increase of **\$32,110**. These funds shall be used solely for the Project(s) in Exhibit A, and not be used for any other purpose.

2. Section (8), B, Funding, is deleted in its entirety and replaced with the following:

The maximum funding to be disbursed to Subrecipient under this Agreement is:

- Fiscal Year 2021 - **\$31,485**
- Fiscal Year 2022 - **\$32,110**

3. Section (9), Term, is deleted in its entirety and replaced with the following:

The term of this contract shall be from 7/1/2020 through 6/30/2022.

4. Section (10), Communications, is deleted in its entirety and replaced with the following:

Ride Connection:	Subrecipient:
John Whitman	Kristina Babcock
Ride Connection	Clackamas County Social Services
9955 NE Glisan St.	2051 Kaen Rd
Portland, OR 97220	Oregon City, OR 97045-1819

5. Exhibit A, Scope of Work is deleted in its entirety and replaced with Exhibit A, dated July 01, 2021.

6. All other terms of the original contract apply.

Ride Connection and Clackamas County Social Services have executed this **Modification** to the original contract, as cited above, as of the day and year written below.

Entered into Agreement By:

RIDE CONNECTION, INC.

Signature

Julie Wilcke-Pilmer
Printed Name

CEO
Title

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Date

Approved as to Form:

By: Kathleen Rastetter
Clackamas County Counsel

Date: 7/28/2021

EXHIBIT A

Clackamas County Social Services

Contract No. 18873

SCOPE OF WORK

July 1, 2021

Project Title: Clackamas County Transportation Consortium – Transportation Reaching People Paid Driver & School/Work Access

Funding Source Definitions and Restrictions

Project STF Formula Funds Total: \$63,595

The goods and/or services to be provided by Clackamas County include, but are not limited to the following:

A. Participate in Cost Savings Activities:

Clackamas County agrees to participate in coordination activities with Ride Connection and other Transportation providers Ride Connection contracts with to provide transportation services (“Service Partners”) in the network to meet the demand for service in a cost-effective manner.

B. Coordinate Customer Information, Referral, and Trip Scheduling Activities with the Ride Connection Service Center:

Service partners, who utilize the Ride Connection Service Center to coordinate trips, recognize that this service is currently being funded by dollars outside of this contract. Service Partners agree to work with Ride Connection to investigate opportunities and create solutions to recoup costs accrued for the service performed. Not currently applicable to the Clackamas County programs.

C. Establish and Maintain Customer Confidentiality:

Service Partners agree to maintain the confidentiality of all customer records exchanged with Ride Connection or accessed through Ride Connection coordination, scheduling and dispatch software. In the process of providing service, Service Partners agree to provide only the customer information that is necessary in order for the driver to provide the appropriate level of service for the trip being provided.

D. Provide Shared Capacity Trips:

With increased coordination among service partners, opportunities arise for providers to serve customers who reside in, or have trips originating or ending in areas outside the defined Service Area specified in this contract. Such activity is encouraged to reduce deadhead time on longer distance trips and maximize available capacity. STF Formula funds can be used to cover the costs associated with Shared Capacity Trips. If service boundaries need to be adjusted, partners will be asked to participate in the planning and decision making necessary to align service boundaries with need.

E. Maintain a sufficient number of qualified, approved paid and volunteer drivers and concierge and administrative hours to meet project goals.

EXHIBIT A

Clackamas County Social Services

Contract No. 18873

- F. Recruit volunteer drivers to drive Ride Connection vehicles, or who are willing to provide proof of coverage if driving their own vehicles and who will meet the criteria necessary to allow them to drive for a Ride Connection program.
- G. Participate with Ride Connection, TriMet and other partners in the development of local, regional and agency specific service plans. Help recruit customers to actively participate in planning processes and service design.
- H. Increase coordination between Ride Connection, other services partners and TriMet to increase transportation options for older adults and people with disabilities. Share information on customers, trips, and destinations with Ride Connection, TriMet, and other partners and jointly plan new services or service changes.
- I. Coordinate outreach activities with Ride Connection. Perform marketing and outreach to community points that are key destinations for older adults and people with disabilities. Participate in Ride Connection sponsored events.
- J. Increase transportation options available to TriMet ADA eligible individuals who, because of their mobility impairment, geographic barriers, or trip destination, may be difficult for LIFT to serve or may require more personalized attention.
- K. Establish transportation options, for older adults or people with disabilities, in the community at large that encourage group trips to common community destinations such as shopping, recreation, senior centers, and nutrition sites.
- L. Encourage older adults and people with disabilities to become aware of and connect with available transportation and community-based services as an alternative to LIFT ADA paratransit services for some or all of their trips.
- M. Provide Ride Connection with back up documentation for billing line items upon request.
- N. Orient drivers to the agency's transportation program and ensure they comply with required training and are aware of other specialized training opportunities available through Ride Connection to maintain safety of operations.
- O. Attend regular coordination and training meetings to be conducted by Ride Connection.
- P. Allow TriMet, ODOT, or Ride Connection representatives to contact a random sample of clients for monitoring and service verification purposes. Clients will be contacted by mail or phone. Agencies will be given a copy of the questionnaire in advance of mailing.
- Q. Notify Ride Connection as soon as possible of unusual conditions that will affect the delivery of services.
- R. Implement Ride Connection's client donation policy to seek rider donations comparable to the TriMet LIFT fare, when appropriate.
- S. Cooperate in the mutually agreed upon submission of requests for additional public or private funds for program expansion and enhancement.
- T. Cooperate in transportation coordination efforts with other organizations such as churches, schools, businesses, and transportation providers.

EXHIBIT A

Clackamas County Social Services

Contract No. 18873

U. Implement customer feedback (i.e. complaint, compliment) procedures for individuals using community-based transportation.

V. Provide service throughout the contract term.

Project Description:

This project is specific to the operation of TRP services that replaced the former Job Access/Reverse Commute (JARC) program, providing rides to between 9 and 11 riders who are disabled and have no other transportation resources available to them. This program is designed to continue JARC services to residents who would otherwise not have access to transportation. This project promotes participation in activities that increase self-sufficiency; such as school and employment related classes/events.

Rides are provided using paid drivers. The ride must originate within the service area, anywhere in Clackamas County, but can go to a destination outside the service area.

These TRP rides are provided using two wheelchair accessible vans, two wheelchair accessible buses with paid drivers operating all vehicles. The non-wheelchair accessible sedan is not used for this project. All riders receive Door to Door service.

Transportation is provided Monday through Friday. Riders simply call TRP to schedule a ride. Marketing is not done the traditional sense. Information about the service is regularly distributed to Community Partners.

Due to the COVID-19 pandemic, Clackamas County will use FY20-22 monies for the following services and equipment as needed:

- Delivery of meals and pharmaceuticals to seniors and people with disabilities.
- Cleaning and disinfecting measures.
- Personal protection equipment.
- Transportation of personnel for medical and emergency purposes.

Project Funding:

Category	Year 1		Year 2		Total	
	STF Award	Total Project Cost	STF Award	Total Project Cost	STF Award	Total Project Cost
Planning:						
Operating:	\$31,485	\$1,122,633	\$32,111	\$1,132,453	\$63,596	\$2,255,086
Capital:						
Administrative:		\$35,100		\$35,100		\$70,200
Other (describe):						
Total:	\$31,485	\$1,157,733	\$32,111	\$1,167,553	\$212,601	\$2,325,286

EXHIBIT A

Clackamas County Social Services

Contract No. 18873

Project Funding Sources:

Funding Source	Year 1 Amount	Year 2 Amount	Total Amount
Source 1: Funds Requested	\$31,485	\$32,111	\$63,596
Source 2: STF Ride Connection Pass Through	\$462,143	\$471,227	\$933,480
Source 3: STF County Consortium	\$32,550	\$32,550	\$65,100
Source 4: 5310 County Consortium	\$38,973	\$38,973	\$77,946
Source 5: STIF County Consortium	\$146,963	\$146,963	\$293,926
Source 6: OAA Title III-B	\$150,000	\$150,000	\$300,000
Source 7: Medicaid for Waivered Non-Medical Transportation	\$33,450	\$33,450	\$66,900
Source 8: In-District (TriMet)	\$206,669	\$206,669	\$413,338
Source 9: Sr. Ctr. Agency Other	\$25,000	\$25,000	\$50,000
Source 10: Rider Donations	\$30,500	\$30,500	\$61,000
Total:	\$1,157,733	\$1,167,553	\$2,325,286

Project Measurables:

Measurable	Year 1:	Year 2:
One way Rides	N/A	N/A
Senior/Person w/ Disability One way Rides	1,250	1,250
Total paid driver hours	500	500
Total volunteer driver hours (increase in hours over FY18 baseline)	0	0
Cost per trip	\$24,68	\$26,21
# of individuals served	15	15
Vehicle Hours	N/A	N/A
Vehicle Miles	15,000	15,000

September 9, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Subrecipient Agreement with City of Lake
Oswego/Lake Oswego Adult Community Center to Provide Social Services
for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the City of Lake Oswego/Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for persons in the Lake Oswego service area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$124,877. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA) and Ride Connection pass-through funds - no County General Funds are involved.
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	<ol style="list-style-type: none"> 1. Date of Counsel review: 5/27/21 2. Initials of County Counsel performing review: AN
Procurement Review	<ol style="list-style-type: none"> 1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #10201; Subrecipient #22-007

BACKGROUND:

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

Page 2 – Staff Report: H3S#10201
September 9, 2021

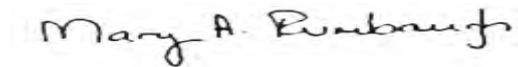
In December 2015 Social Services issued a Notice of Funding Opportunity (NOFO) for a Subrecipient to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for additional years. No agency other than City of Lake Oswego/Lake Oswego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

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

RECOMMENDATION:

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

Respectfully submitted,

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

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

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 22-002**

This Agreement is between **Clackamas County**, (“COUNTY”), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department,
Social Services Division – Area Agency on Aging, and
City of Lake Oswego (“SUBRECIPIENT”), acting by and through its
Lake Oswego Adult Community Center, a Municipal Corporation.

Clackamas County Data

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Center Manager	Program Representative: Center Mgr.
Maria Bigelow, Interim Center Manager P.O. Box 369; 505 G Ave. Lake Oswego, OR 97034 503-635-0215 mbigelow@ci.oswego.or.us	
DUNS: 06-524-8932	FEIN: 93-6002231

RECITALS

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

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

AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Regulations ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$124,877**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services.

 - a. Grant Funds:** COUNTY's funding of **\$113,020** in grant funds for this Agreement is OAA funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.
 - b. Other Funds:** COUNTY's funding of **\$11,857** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet.

- 5. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
- 6. Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:

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

 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.
- 8. Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving the awards described in section 4, above, together with any other appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
- 9. Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
- 10. Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the “OAA.”
- b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period described in Section 1 of this Agreement.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
- h. **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.

- i. **Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o. **Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or

in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).

- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY’S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.334-337.
- s. Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and

certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.

- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement and all associated amendments.

11. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.100) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and

ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

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

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

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

- i. **Confidentiality of Client Information.**
 - i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

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

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

14. Federal and State Procurement Standards

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

15. General Agreement Provisions.

City of Lake Oswego (LOACC)

Subrecipient Grant Agreement #22-002

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT'S breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. ("Ride Connection") its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
- ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability

insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

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

- (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.
- v. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- vii. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- viii. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- ix. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.

- f. Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g. Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- h. Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

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

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

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

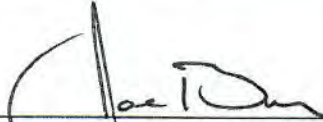
By: _____
Tootie Smith, Chair

Dated: _____

Approved to Form:

By: _____
County Counsel

**City of Lake Oswego –
Lake Oswego Adult Community Center**

By: 

Joseph M. Buck, Mayor

Dated: 6/22/21

Approved as to Content:

By: 

Maria Bigelow, Center Manager

Dated: 6.8.21

Exhibit 1

Scope of Work, Service Objectives, and Elements of Completion

1. PURPOSE OF THE SERVICES

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

2. DESCRIPTION OF SERVICES

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

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

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

- (3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.
 - (4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY, and be available for State and Federal representatives for audit purposes.
- iii. SUBRECIPIENT will be responsible for:
- (1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.
 - (2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
 - (3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
 - (4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.
- e. **FOOD SERVICE-** Is the production of meals for the congregate and home delivered meal recipients of the Lake Oswego Adult Community Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (“RDA”) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM “late-cancel.”
- f. **MEAL SITE MANAGEMENT** - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Lake Oswego community to enhance visibility and encourage participation.
- g. **OAA HDM Assessment:** a means of determining a homebound older person’s eligibility for home-delivered meals per the Oregon Nutrition Service Program standards.
- h. **Evidence-based Health & Wellness Program** – The provision of Evidence-based Health & Wellness Program programs that either focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls or focus on disease self-

management/stress management. Any program under this service must demonstrate to be evidence-based and effective with older populations.

- i. **CAREGIVER RESPITE** – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual.

3. **SERVICE OBJECTIVES**

a. **Case Management**

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

Elements:

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

b. Reassurance

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

Elements:

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

c. Information and Assistance - COUNTY Responsibilities

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

Elements:

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

d. Information and Assistance - SUBRECIPIENT Responsibilities

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

Elements:

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

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

Elements:

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

e. Transportation

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

Elements:

- i. SUBRECIPIENT designates one person to be coordinator for the transportation program. This person will be responsible for:
 - (1) Recruiting drivers.
 - (2) Submitting criminal checks
 - (3) Ensuring all drivers meet Ride Connection training requirements
 - (4) Scheduling road tests for all drivers.
 - (5) Conducting periodic/seasonal driver safety training.
 - (6) Providing a copy of written procedures for transportation services to each driver.
 - (7) Scheduling vehicle maintenance.
 - (8) Maintain daily Pre- and Post- trip Reports
- ii. SUBRECIPIENT provides transportation as scheduled each day.
- iii. SUBRECIPIENT maintains system to document each trip of each day.
- iv. SUBRECIPIENT schedules private auto transportation for medical appointments within the Lake Oswego area.
- v. SUBRECIPIENT coordinates with County Transportation Reaching People program to schedule private auto rides outside of the Lake Oswego area.

f. Food Service

Objective 1: To produce and deliver contracted number of meals to specified County sites throughout the contract period.

Elements:

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

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

Elements:

- i. Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.

- ii. Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- iii. Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

Objective 3: To use standardized recipes and portion control.

Elements:

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

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

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

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to County within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Contractor's files.
- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

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

Elements:

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

g. MEAL SITE MANAGEMENT

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

Elements:

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

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

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

Elements:

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

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

Elements:

- i. SUBRECIPIENT plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. SUBRECIPIENT provides opportunities to promote personal growth and self-image.

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- iii. SUBRECIPIENT provides opportunities for a variety of types and levels of involvement.
 - (1) Small and large group activities
 - (2) Active and spectator participation
 - (3) Participation with the general community and other generations.
- iv. SUBRECIPIENT plans activities which are flexible and responsive to change in:
 - (1) Individual participant needs and interests.
 - (2) Characteristics of the service area's older population.
 - (3) Other programs in the relevant service area.

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

Elements:

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

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

Elements:

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

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

Elements:

- i. SUBRECIPIENT provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. SUBRECIPIENT sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. SUBRECIPIENT has system set up at site to collect full meal price from persons not eligible for services.
- iv. SUBRECIPIENT posts:

- (1) full cost of the meal, and
- (2) a notice describing the donation and payment policies.
- v. SUBRECIPIENT may post suggested donation information if it is clear that:
 - (1) every donation from an eligible participant is on a "pay what you can afford" basis, and
 - (2) no means test is used in the collection of contributions or provision of the meal.

h. OAA HDM Assessment

Objective:

Elements:

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

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

i. Evidence-based Health & Wellness Program

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

Elements:

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

j. Caregiver Respite –

Objective: To provide contracted units of service for family members of eligible under the Family Caregiver Support Program.

Elements:

- i. Agency respite program coordinator (RPC) interviews care providers to determine appropriateness of clients to program.
- ii. Agency RPC registers clients in program.
- iii. Agency staff, led by an RN, provide weekly activity program for respite clients.

Exhibit 2
Transportation Provider Standards

A. Vehicle Standards

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

B. Drivers

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

2. SUBRECIPIENT's selection of its drivers shall include:
 - a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,
 - b. Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of COUNTY and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients is not placed at risk of harm from the driver.

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EXHIBIT 3

Required Federal Terms and Conditions

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

- 1. Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors

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

- 4. Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:
 - a.** No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c.** SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.
 - d.** This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e.** No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f.** No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of

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

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

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

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that SUBRECIPIENT's or COUNTY' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.
 - d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.
7. **Resource Conservation and Recovery**. SUBRECIPIENT shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Drug-Free Workplace**. SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For

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

9. Pro-Children Act. SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).

10. Medicaid Services. SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

11. Agency-based Voter Registration. SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

12. Disclosure.

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- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
 - b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
 - c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
 - d. SUBRECIPIENT shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.
- 13. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees that it has been provided the following notice:
- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:

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

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EXHIBIT 4

Subrecipient Standard Terms and Conditions

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

 - a. SUBRECIPIENT represents and warrants as follows:

 - i. Organization and Authority. SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by

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

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

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

5. Ownership of Intellectual Property.

- a. Definitions. As used in this Section 5 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.
 - b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
 - c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.
 - d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.
- 6. Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in

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

- 7. Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for the longest of:

 - a. Six years following final payment and termination of this Agreement;
 - b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
 - c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

- 8. Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

- 9. Assignment of Agreement, Successors in Interest.**

 - a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

- 10. No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

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

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

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Exhibit 5 Reporting Requirements

1. INVOICES

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

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

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Additional financial reports for the administration of this contract, as required by COUNTY.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should SUBRECIPIENT fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until SUBRECIPIENT submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of SUBRECIPIENT.

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

2. PROGRAM ACTIVITY REPORTS

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

- a. SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
 - i. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
 - ii. the amount of participant donations by Congregate and HDM .
- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.

- c. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- d. Transportation Report forms A, B, and C
- e. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.
- f. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

3. AUDIT/MONITORING

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

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

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

4. ADMINISTRATION

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

Exhibit 6
Budget and Units of Service

1. BUDGET

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

As required in section 315(b)(3) of the Older Americans Act (OAA), (42 U.S.C. § 3001 *et. seq.*); no means testing for services eligibility will be conducted and per OAA section 315(b)(4)(A-D), all recipients of OAA services will be provided the opportunity to voluntarily contribute towards the cost of service. SUBRECIPIENT has appropriate safeguards in place to account for all contributions. Said contributions are hereby referred to as Program Income and shall be used by SUBRECIPIENT for the sole purpose of expanding services if the program income is equal to or less than the budgeted amount.

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

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

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

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

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

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2. UNIT COST SCHEDULE

Lake Oswego Adult Community Center

Fiscal Year 2021-22

	OAA III B		OAA III C1		OAA III C2		OAA III C2		OAA III D		OAA III E		OAA Match		NSIP		Other State		Ride Connection		Program Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE		
	Funds		Funds		Funds		Funds		Funds		Funds		Funds		Funds		Funds		TriMet						STF Funds	
	Funds		Funds		Funds		Funds		Funds		Funds		Funds		Funds		Funds		Funds						Funds	
Federal Award Numbers	16AORT3SS																									
CFDA Number	93.044	93.045	93.045	93.045	93.045	93.045	93.045	93.043	93.052	93.053	93.053	93.053	93.053	93.053	93.053	93.053	93.053	93.053	93.053	93.053	93.053	93.053	93.053	93.053	93.053	
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)											
Case Management	2,231												248										76	2,479	\$29.45	
Reassurance	3,426												381										116	3,807	\$29.45	
Info. & Assistance	3,922												436										242	4,358	\$16.23	
Transportation - OAA III-B	4,687												521								469	937	5,677	\$5.00		
Evidence-based Programming										480			0					0					8,000	480	\$60.00	
FCSP Respite												5,536	1,846										147	7,382	\$37.65	
Trans - Ride Con In Dist													0							11,857	719	1,437	12,576	\$8.25		
Trans - Ride Con STF																				0	0	0	0	0		
OAA HDM Assessments							2,945						0										100	2,945	\$29.45	
OAA Meal Site Mgmt		7,686	12,120	4,773								2,202										15,322	15,960	42,103	\$2.64	
Food Service - OAA & NSIP		11,728	18,494	7,284								3,361					27,708						15,960	68,574	\$4.30	
TOTALS	\$14,266	\$19,414	\$30,614	\$15,002	\$480	\$5,536	\$8,995	\$27,708	\$0	\$11,857	\$0	\$16,509	\$0	\$11,857	\$0	\$16,509	\$0	\$11,857	\$0	\$16,509	\$0	\$16,509	150,381			

Source of OAA Match - Staff time

Total Contract Amount: \$124,877

Federal Award Totals \$113,020

3. UNITS OF SERVICE

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

Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	116	1 hour of service	55
Reassurance (OAA)	76	1 contact	50
Information and Assistance (OAA)	242	1 response to inquiry and follow up	70
Transportation (OAA)	937	1 one-way ride	80
Evidence-based Programming	19	1 class	10
Caregiver Respite	147	1 Hour of Respite	10
Food Service/Meal Site Management (OAA)	19,500	1 meal delivered/served	165
OAA HDM Assessments	100	1 Assessment Completed	85
Transportation (Ride Connection)	1,510	1 one-way ride	90

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EXHIBIT 7
CONGRESSIONAL LOBBYING CERTIFICATE

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with THIS Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

SUBRECIPIENT, City of Lake Oswego, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: 6/22/21

Company Name: City of Lake Oswego

Signature: 

Name: Joe Buck
(printed)

Title: Mayor

City of Lake Oswego (LOACC)

Subrecipient Grant Agreement #22-002

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EXHIBIT 8
CENTER RESPONSE FROM PREVIOUS SOLICITATION

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

LAKE OSWEGO ADULT COMMUNITY CENTER
PROCEDURES FOR HANDLING COMPLAINTS

Complaints are a natural result of being a visible, active organization providing services to the public. In order to maintain a positive climate in the community, and provide quality services to the public, we must be aware of any concerns about the programs and services we provide and have a consistent procedure for responding to complaints. Our preferred way to handle complaints is to solve them informally by the parties involved. This informal process encourages persons to freely express their concerns so that immediate action may be taken to resolve the issue in a positive way. While the informal process is preferred, it is also necessary to make available a formal process for taking a complaint elsewhere if it cannot be solved informally.

a. INFORMAL PROCEDURE

When staff* or volunteers receive a complaint they should:

- i. Make sure that complainant talk directly to the staff person responsible for the day-to-day operation of the activity about which there is a complaint. If persons first receiving the complaint are not responsible for the particular activity, they should take the name and phone number of the complainant. Complainants should be advised that the person responsible for the activity will call them. It is the responsibility of persons first receiving the complaint to inform the person responsible for the activity about the complaint. It is preferable that persons not be passed from one person to another in order to have their complaint be heard.

* If the complainant chooses to go first to the Recreation Department Director, the City Manager or the Center Advisory Board with the complaint, the informal process described here will normally be used. The Recreation Department Director, City Manager or the Center Advisory Board would refer the complaint to the Center Director to handle according to the informal process before initiating the formal process.

- ii. When staff receives a complaint about an activity for which they are responsible, they should try to resolve the problem as follows:
 - treat the complaint seriously;
 - ask the complainants what action they expect to be taken;
 - involve complainants in the process of devising a solution, if feasible;
 - inform complainants of what action will be taken, or why no action is necessary
- iii. If complainants still are not satisfied, they should be referred to the Center Director. The Director should be advised of this referral. This will allow the Director to begin to take any appropriate steps and/or follow-up with complainants should they fail to contact the Director. If the issue relates to Center programs, policies or procedures, the Director may request that the Center Advisory Board make a recommendation on the matter. Any decision must be in accordance with Adult Community Center policies

and procedures, City of Lake Oswego Policies, and in the case of contracted services, in accordance with established policies and procedures of the contracting agency and terms of the contract.

- iv. If complainants still are not satisfied, the Formal Procedure will be initiated.

b. FORMAL PROCEDURE

If the problem has not been resolved after speaking to the Center Director, complainants may request a review by the Recreation Director. The Recreation Director will discuss with the complainants what the problem is and what action they would like taken. This will be summarized by the Recreation Department Director. The Recreation Director will request that the Center Director provide a written summary of the action taken to resolve the problem, and will review the information and discuss it with complainants. Within five (5) working days of this discussion, the Recreation Director will let complainants know what action is being taken.

If the problem is not resolved, the complaint must be readdressed in writing to the City Manager. Within 30 days of receipt of the complaint the City Manager will meet with complainants and the Adult Community Center Director to discuss the problem. When the hearing is over the City Manager will send a written decision within five (5) working days of the hearing. The decision of the City Manager is final as to whether actions taken were justified and whether circumstances warrant review by the City Council.

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

CRITERIA FOR ASSESSMENT, FAMILY CONSULTATION, I & A,
AND CASE MONITORING

- Age, i.e., the older the more at risk, 75+ high risk
- Live alone or live with spouse who is also high risk or unable to assist client
- Lack of immediate relatives or support system to assist in care
- Poor health, recent hospitalization
- Low Income
- Immediacy of situation requiring intervention
- No other agency involved in care
- Apparent poor coping skills, i.e., confusion, apparent lack of judgment

CRITERIA FOR TRANSPORTATION

- See above
- Priority to those living independently

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

- a. Hours of Operation: From 8:00 a.m. to 4:30 p.m. Mon - Fri
Total hours per day: 8.5 hrs/day Mon-Fri
Total hours per week: 42.5

City of Lake Oswego (LOACC)

Subrecipient Grant Agreement #22-002

- b. Official Closures:
 - Martin Luther King Day
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans' Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Day
 - New Year's Day

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

BOUNDARIES:

Lake Oswego area, including Lake Grove.

North – Clackamas County/Multnomah County line, except part of LO that is in Multnomah County;

West – Clackamas County/Washington County line except small area of LO that is in Washington County;

South – Tualatin River to Stafford Rd., North on Stafford to SE Bergin Rd., S. to Crestline Dr., through Skylands to West Linn city limits;

East – Willamette River.

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

Center Director (0.04 FTE)
(Supervision of contracted services)

Social Services Coordinator (1 FTE)
Transportation, Nutrition

Client Services Coordinator (0.8 FTE)
Assessments, Referral,
Case Monitoring, Respite

Driver (0.6 FTE)

6. Describe your methods for providing information about services.

All requests for information about services are handled by the Social Services Coordinator or the Client Services Coordinator.

1. Describe your methods for providing information about services.

All requests for information about services are handled by the Social Services Coordinator or the Client Services Coordinator.

City of Lake Oswego (LOACC)

Subrecipient Grant Agreement #22-002

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

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

Those who use the Center must be:

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

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

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

Transportation

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

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

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

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

City of Lake Oswego (LOACC)

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Nutrition

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

Emergency Care

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

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September 9, 2021

Board of County of Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement Emergency Shelter Grant (ESG) with
Clackamas Women's Services (CWS)

Purpose/ Outcome	The Emergency Solutions Grant (ESG) program is designed to: improve existing homeless shelters; provide funds to operate emergency shelters; provide essential social services to homeless individuals and; provide homeless prevention and rapid re-housing assistance.
Dollar Amount and Fiscal Impact	Emergency Solutions Grant (ESG) funds of \$41,254 as a grant.
Funding Source	U.S. Department of Housing and Urban Development ESG 2021-22 funds No County General Funds are included in this Agreement
Duration	July 1, 2021 to June 30, 2022
Previous Board Action/ Review	April 8, 2021 approval of the 2021 One-Year Action Plan which included a funding recommendation of \$41,254 of ESG funds for the CWS Homeless Shelter for survivors of domestic violence.
Strategic Plan Alignment	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
County Review	The Subrecipient Agreement was reviewed and approved by County Counsel AN on July 13, 2021.
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Item is a Subrecipient Agreement that was processed through Finance Grant Management
Contact Person	Mark Sirois, Manager - Community Development: 503-655-8359
Contract No.	Subrecipient Agreement 22-012 (H3S #10289)

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Subrecipient Agreement for eligible operating and maintenance expenditures for the CWS Homeless Shelter in Clackamas County, OR. In November of 2019 Clackamas Women's Services (CWS) applied for Emergency Solutions Grant (ESG) funding to operate a homeless shelter for survivors of domestic violence in Clackamas County. CWS was awarded 2 years of funding for FY 2020 and FY 2021. Each year a new Subrecipient Agreement is signed.

PROJECT OVERVIEW: The CWS Homeless Shelter will provide emergency shelter services to survivors of domestic and sexual violence including: Safety planning, Advocacy and assistance navigating systems, Case management, Crisis intervention, Information and Referral, Support groups and Counseling.

It is expected that the funding under this ESG contract will assist approximately 60 survivors of domestic and sexual violence with shelter services during the program year.

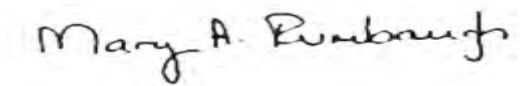
Healthy Families. Strong Communities.

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

www.clackamas.us

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

Respectfully submitted,

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

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

#10289

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 22-012**

Project Name: **ESG FY2021**

Project Number: **To Be Assigned**

This Agreement is between **Clackamas County**, Oregon, acting by and through its
Health, Housing and Human Services Department,
Community Development Division ("COUNTY")
and **Clackamas Women's Services**, ("SUBRECIPIENT"), an Oregon Nonprofit Organization.

Clackamas County Data

Grant Accountant: **Bouavieng Bounnam**

Program Manager: **Amy Council**

Clackamas County – Finance
2051 Kaen Road
Oregon City, OR 97045
Phone 503-742-5422
bbounnam@clackamas.us

Clackamas County – Community Development
2051 Kaen Road, Suite 245
Oregon City, OR 97045
Phone 971-349-2949
acouncil@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: **Carla Batcheller**

Program Representative: **Angie Drake**

Clackamas Women's Services
256 Warner Milne Road
Oregon City, OR 97045
Phone: 503-655-8600
Email: carlab@cwsor.org

Clackamas Women's Services
256 Warner Milne Road
Oregon City, OR 97045
Phone: 503-654-2807
Email: angied@cwsor.org

DUNS: 959059759

RECITALS

1. This Agreement is entered into between COUNTY and SUBRECIPIENT to provide a basis for a cooperative working relationship for the purpose of implementing the Emergency Solutions Grant program ("ESG") contained in Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act, and regulations adopted under this Act at 24 CFR Part 576, dated October 26, 2011, as amended, and Public Law 100-77 as amended. The ESG program is designed to: improve existing homeless shelters; provide funds to operate emergency shelters, provide essential social services to homeless individuals; and, provide homeless prevention and rapid re-housing assistance.
2. COUNTY has been awarded ESG funds from the United States Department of Housing and Urban Development ("HUD") authorized by Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378.
3. Funds provided by COUNTY shall be used for homelessness prevention by providing eligible individuals and families housing vouchers provided by the **CWS Homeless Shelter** in Clackamas County, OR.
4. In response to a Congressional directive, HUD has required all recipients of Stewart B. McKinney Homeless Assistance Act funds to implement a Homeless Management Information System ("HMIS").

HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of youth experiencing homelessness.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by COUNTY relating to the Program (described below) incurred no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in the attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations, including Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378. Furthermore, SUBRECIPIENT shall comply with the requirements of the ESG award number E20-UC-41-0003 that is the source of the grant funding, in addition to compliance with requirements of Title IV of the *Code of Federal Regulations* ("CFR"), Part 24, Sub-Part 576. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Emergency Solutions Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 14.231) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification # E20-UC-41-0003). The maximum, not to exceed, grant amount COUNTY will pay is **\$41,254**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that HUD has determined ESG funds are no longer available for this purpose.

- d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances of ESG funds shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
 - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of assistance to the homeless.
11. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
 - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT. Additionally, SUBRECIPIENT agrees to use funds provided only for eligible activities as described in 24 CFR 576 Subpart B.

- d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- e) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- f) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable on this award.
- g) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- h) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- i) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit A (2.5).
- j) **Evaluation.** SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designed by COUNTY or HUD, and to make available all information required by any such evaluation process.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by COUNTY or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- l) **Specific Conditions.** None.
- m) **Grantor Recognition.** SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this Agreement.
- n) **Supplanting.** The funding made available under this Agreement shall not be utilized by SUBRECIPIENT to reduce substantially (i.e. supplant) the amount of local financial support for shelter and assistance activities below the level of such support prior to the availability of funds under this Agreement.
- o) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- p) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering

System (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.

- q) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- r) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- s) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- t) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.

- u) **Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
 - 1. Client Eligibility Determinations and documentation;
 - 2. Rental Assistance Agreements;
 - 3. Service and assistance provided;
 - 4. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with ESG funds; Financial records as required by 24 CFR Part 576 Subpart F.
 - 5. Client Data. SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to COUNTY monitors or their designees for review upon request.
 - 6. Disclosure. SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with administration of COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
 - 7. Property Records. SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions.
- v) **Record Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- w) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the ESG, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.
- x) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold RECIPIENT grant funds until compliance is met, terminate this Agreement and all associated amendments, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.
- y) **Program Income.** SUBRECIPIENT shall report monthly all program income as defined at 2 CFR 200.1 generated by activities carried out with ESG funds made available under this Agreement. By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount

of any such program income balances on hand. All unused program income shall be returned to COUNTY at the end of the Agreement period.

12. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. See Exhibit A for additional requirements.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **Lead-Based Paint.** SUBRECIPIENT agrees to comply with the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
- d) **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug-Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- e) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- f) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- g) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- h) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's

written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

13. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision. SUBRECIPIENT shall comply with the procurement standards applying to subrecipients under this Federal award contained in 2 CFR 200.318-326.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

14. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT'S performance under this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- 2) **Abuse and Molestation Insurance.** Abuse and molestation insurance as part of the Commercial General Liability policy in a form and with coverage that are satisfactory to COUNTY covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's employees and volunteers. Policy endorsement's definition of an insured shall include SUBRECIPIENT and SUBRECIPIENT's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.
- 3) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 4) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY.

The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

- 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
- 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.

d) **Subagreements**

- 1) **Approvals.** SUBRECIPIENT shall not enter into any subagreements with any agency or individual in the performance of this Agreement without the written consent of COUNTY prior to the execution of such agreement.
 - 2) **Monitoring.** SUBRECIPIENT will monitor all subagreed services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - 3) **Content.** SUBRECIPIENT shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subagreement executed in the performance of this Agreement.
 - 4) **Selection Process.** SUBRECIPIENT shall undertake to insure that all subagreements let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subagreements shall be forwarded to COUNTY along with documentation concerning the selection process.
- e) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- f) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- g) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- h) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

15. Other Federal Requirements

- a) The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).
- b) **Hatch Act.** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

- c) **Affirmative outreach.** SUBRECIPIENT must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (“LEP”) persons.
- d) **Uniform Administrative Requirements.** The requirements of 2 CFR 200 apply to SUBRECIPIENT. These regulations include allowable costs and non-Federal audit requirements.
- e) **Religious Organization.** SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.406.
- f) **Environmental review responsibilities.**
 - 1) Activities under this part are subject to environmental review by HUD under 24 CFR Part 50. SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform for each property any environmental review required by 24 CFR part 50. At the instruction of COUNTY SUBRECIPIENT may be required to carry out mitigating measures required by COUNTY or select alternate eligible property. COUNTY may eliminate from consideration any application that would require an Environmental Impact Statement (“EIS”).
 - 2) SUBRECIPIENT, or any contractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until COUNTY has performed an environmental review under 24 CFR part 50 and SUBRECIPIENT has received COUNTY approval of the property.
- g) **Davis-Bacon Act.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a–5) do not apply to the ESG program.
- h) **Procurement of Recovered Materials.** SUBRECIPIENT and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- i) **Displacement, Relocation, and Acquisition.** Consistent with the other goals and objectives of ESG, SUBRECIPIENT must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under ESG.
- j) **Temporary relocation not permitted.** No tenant-occupant of housing (a dwelling unit) that is converted into an emergency shelter may be required to relocate temporarily for a project assisted

with ESG funds, or be required to move to another unit in the same building/complex. When a tenant moves for a project assisted with ESG funds under conditions that trigger the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), 42 U.S.C. 4601–4655, as described in paragraph (c) of this section, the tenant should be treated as permanently displaced and offered relocation assistance and payments consistent with that paragraph.

- k) **Non-displacement.** SUBRECIPIENT agrees to minimize displacement and comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (“URA”), and implementing regulations at 49 CFR Part 24 and (b) the requirements of 24 CFR 576.408 governing the ESG program. SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for an ESG-assisted project. SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions, and policies concerning the displacement of persons from their residences. Any activity which may result in a displaced person (defined in paragraph l. of this section) must be reported to COUNTY prior to the commencement of the activity. COUNTY shall determine the relocation assistance as provided in 24 CFR 576.408(c). All such assistance shall be subtracted from the ESG funds provided to SUBRECIPIENT.
- l) **Displaced Person.** For purposes of paragraph k. of this section, the term “displaced person” means any person (family, individual, business, nonprofit organization, or farm, including any corporation, partnership, or association) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under the ESG program. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property.
- m) **Real property acquisition requirements.** The acquisition of real property, whether funded privately or publicly, for a project assisted with ESG funds is subject to the URA and Federal government wide regulations at 49 CFR Part 24, subpart B.
- n) **Appeals.** A person who disagrees with COUNTY’s (or SUBRECIPIENT’s, if applicable) determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the recipient under 49 CFR 24.10. A low-income person who disagrees with the recipient’s determination may submit a written request for review of that determination by the appropriate HUD field office.

16. Civil Rights

- a) **Compliance.** SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b) **Nondiscrimination.** SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the issuing agency setting forth the provisions of this nondiscrimination clause.

- c) **Section 504.** SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally-assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

17. Affirmative Action

- a) **Plan.** SUBRECIPIENT agrees that it shall be committed to carry out pursuant to COUNTY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b) **Women and Minority Business Enterprises.** SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c) **Access to Records.** SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- d) **Notifications.** SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understandings, a notice, provided by the agency Agreementing officer, advising the labor union or worker's representative of SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) **EEO/AA Statement.** SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- f) **Subcontracting Provisions.** SUBRECIPIENT will include the provisions of Paragraph 23, Civil Rights, and 24, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontractors.

18. Employment Restrictions

- a) **Prohibited Activity.** SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b) **Labor Standards.** SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made

available to COUNTY for review upon request. SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the COUNTY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT will cause or require to be inserted in full, in all Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

c) **Job Training and Employment for Low-income Residents -Section 3**

1) **Compliance.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Subtitle A, Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no agreements or other disability exist which would prevent compliance with these requirements.

a) SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

b) SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the ESG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which ESG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

c) SUBRECIPIENT certifies and agrees that no agreement or other legal incapacity exists which would prevent compliance with these requirements.

2) **Notifications.** SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other Agreement or understanding,

if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- 3) **Subcontracts.** SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the grantor agency. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

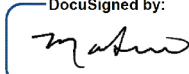
19. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
20. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
21. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
22. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
23. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
24. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
25. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
26. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS WOMEN'S SERVICES

DocuSigned by:

DBCAD1860649464...

By: _____
Melissa Erlbaum
Executive Director

_____ 7/18/2021
Printed Name Date

256 Warner Milne Road

Street Address

Oregon City, OR 97045

City / State / Zip

CLACKAMAS COUNTY

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

Signing for the Board:

Tootie Smith, Chair
Board of County Commissioners

Date

Approved to Form:

County Counsel

Date

- Exhibit A: SUBRECIPIENT Statement of Program Objectives & Requirements
- Exhibit A.1 SUBRECIPIENT Scope of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Subrecipient Performance Reporting
- Exhibit F: Required Certifications
- Exhibit G: Final Financial Report

- Attachment A: ESG Policies

EXHIBIT A

SUBRECIPIENT STATEMENT OF PROGRAM OBJECTIVES & REQUIREMENTS

1. Scope of Cooperation

- a. **HMIS.** SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS
- b. **ESG Program Policies.** SUBRECIPIENT agrees to adhere to the Clackamas County ESG Program Policy Manual which is attached and made part of this agreement as Attachment A.

2. Program Requirements

- a. Coordination with other targeted homeless services.
 - i. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. The list of programs are included in 24 CFR 576.400(b).
 - ii. System and program coordination with mainstream resources. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible. Examples of these programs are included in 24 CFR Part 576.400(c).
- b. Coordinated Housing Assessment. The Continuum of Care has developed a coordinated assessment system in accordance with requirements to be established by HUD, each ESG-funded program or project within the Continuum of Care's area must use that assessment system. SUBRECIPIENT must work with COUNTY to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the Continuum of Care's coordinated assessment system. A victim service provider may choose not to use the Continuum of Care's coordinated assessment system.
- c. SUBRECIPIENT must establish and consistently apply written standards for providing ESG assistance. At a minimum these written standards must include:
 - i. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under ESG;
 - ii. Standards for targeting and providing essential services related to street outreach;
 - iii. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest;
 - iv. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter;
 - v. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers (see § 576.400(b) and (c) for a

- list of programs with which ESG-funded activities must be coordinated and integrated to the maximum extent practicable);
- vi. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance;
 - vii. Standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance;
 - viii. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time; and
 - ix. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance, or the maximum number of times the program participant may receive assistance.
- d. Participation in HMIS. SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.
 - e. Evaluations. SUBRECIPIENT must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 24 CFR § 576.400(d) and the written standards established under 24 CFR § 576.400(e).
 - f. Re-evaluations for homelessness prevention and rapid re-housing assistance. SUBRECIPIENT must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every 3 months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance. At a minimum, each reevaluation of eligibility must establish that:
 - i. The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and
 - ii. The program participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance.
 - g. Annual income. When determining the annual income of an individual or family, SUBRECIPIENT must use the standard for calculating annual income under 24 CFR 5.609.
 - h. Connecting program participants to mainstream and other resources. SUBRECIPIENT must assist each program participant, as needed, to obtain:
 - i. Appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and
 - ii. Other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability. The list of programs is included in 24 CFR Part 576.400(c).
 - i. Housing stability case management.
 - i. While providing homelessness prevention or rapid re-housing assistance to a program participant, SUBRECIPIENT must:

- a) Require the program participant to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability; and
 - b) Develop a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as the program participant's current or expected income and expenses; other public or private assistance for which the program participant will be eligible and likely to receive; and the relative affordability of available housing in the area.
 - (1) SUBRECIPIENT is exempt from this requirement if the Violence Against Women Act of 1994 (42 U.S.C. 13701 et seq.) or the Family Violence Prevention and Services Act (42 U.S.C. 10401 et seq.) prohibits SUBRECIPIENT from making its shelter or housing conditional on the participant's acceptance of services.
- j. Terminating assistance.
- i. If a program participant violates program requirements, SUBRECIPIENT may terminate the assistance in accordance with a formal process established by COUNTY that recognizes the rights of individuals affected. SUBRECIPIENT must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.
 - ii. Program participants receiving rental assistance or housing relocation and stabilization services. To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of:
 - a) Written notice to the program participant containing a clear statement of the reasons for termination;
 - b) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
 - c) Prompt written notice of the final decision to the program participant.
 - iii. Ability to provide further assistance. Termination under this section does not bar SUBRECIPIENT from providing further assistance at a later date to the same family or individual.
- k. Shelter and housing standards.
- i. Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.
 - ii. Minimum standards for emergency shelters. Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. The recipient may also establish standards that exceed or add to these minimum standards.
 - a) Structure and materials. The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and WaterSense products and appliances.
 - b) Access. The shelter must be accessible in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.

- c) Space and security. Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
 - d) Interior air quality. Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
 - e) Water supply. The shelter's water supply must be free of contamination.
 - f) Sanitary facilities. Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
 - g) Thermal environment. The shelter must have any necessary heating/cooling facilities in proper operating condition.
 - h) Illumination and electricity. The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
 - i) Food preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
 - j) Sanitary conditions. The shelter must be maintained in a sanitary condition.
 - k) Fire safety. There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.
- I. Minimum standards for permanent housing. The recipient or subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in this section I. The recipient may also establish standards that exceed or add to these minimum standards.
- i. Structure and materials. The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.
 - ii. Space and security. Each resident must be provided adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
 - iii. Interior air quality. Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
 - iv. Water supply. The water supply must be free from contamination.
 - v. Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
 - vi. Thermal environment. The housing must have any necessary heating/cooling facilities in proper operating condition.
 - vii. Illumination and electricity. The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.
 - viii. Food preparation. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
 - ix. Sanitary conditions. The housing must be maintained in a sanitary condition.
 - x. Fire safety.

- a) There must be a second means of exiting the building in the event of fire or other emergency.
 - b) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing impaired persons in each bedroom occupied by a hearing-impaired person.
 - c) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.
- m. Organizational conflicts of interest. The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the recipient, SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. No subrecipient may, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under § 576.401 or administer homelessness prevention assistance under § 576.103.
- n. Individual conflicts of interest. For the procurement of goods and services, SUBRECIPIENT must comply with the codes of conduct and conflict of interest requirements under 24 CFR 85(b)(3). For all other transactions and activities, the following restrictions apply:
- i. Conflicts prohibited. No person described in paragraph n of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.
 - ii. Persons covered. The conflict-of-interest provisions of paragraph (b)(1) of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT.
 - iii. Exceptions. Upon the written request of the recipient, COUNTY, in conjunction with HUD, may grant an exception to the provisions of this subsection on a case-by-case basis, taking into account the nature of the conflict and the factors listed below:
 - a) Threshold requirements. COUNTY and HUD will consider an exception only after the recipient has provided an opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law.
 - b) Factors to be considered for exceptions. In determining whether to grant a requested exception after SUBRECIPIENT has satisfactorily met the threshold requirements, HUD must conclude that the exception will serve to further the purposes of the ESG program and the effective and efficient administration of SUBRECIPIENT's program or project, taking into account the cumulative effect of the following factors, as applicable:
 - (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
 - (2) Whether an opportunity was provided for open competitive bidding or negotiation;
 - (3) Whether the affected person has withdrawn from his or her functions, responsibilities or the decision-making process with respect to the specific activity in question;
 - (4) Whether the interest or benefit was present before the affected person was in the position in which the conflict of interest may have occurred;

- (5) Whether undue hardship results to SUBRECIPIENT, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict; and
 - (6) Any other relevant considerations.
 - iv. Contractors. All contractors of SUBRECIPIENT must comply with the same requirements that apply to subrecipients under this section.
- o. Homeless Participation.
 - i. SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of SUBRECIPIENT, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG.
 - ii. If SUBRECIPIENT is unable to meet the homeless participation requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG. The plan must be submitted to COUNTY to be included in the annual action plan required under 24 CFR 91.220.
 - iii. To the maximum extent practicable, SUBRECIPIENT must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG.

EXHIBIT A.1

SUBRECIPIENT SCOPE OF WORK

I. Scope of Work for: The ESG Emergency Shelter

Agency agrees to accomplish the following work under this Agreement:

A. Provide emergency shelter services to homeless families including:

- Safety planning
- Advocacy and assistance navigating systems
- Case management
- Crisis intervention
- Information and Referral
- Support groups
- Counseling

B. It is expected that the funding under this ESG Agreement will assist approximately 50 homeless families with shelter services during the **July 1, 2021 to June 30, 2022** program year.

EXHIBIT B

SUBRECIPIENT PROGRAM BUDGET

- A. The total compensation under this Agreement shall not exceed \$41,254 with payments to be made as outlined in the body of the contract.
- B. Adjustments to the budget may only be made with the approval of both Parties.

CWS Shelter and Housing Program Budget

Program Costs	Amount	Source of Funds
Shelter Staffing	\$1,083,310	<p><i>-Clackamas County H3S Community Development -ESG (confirmed)</i></p> <p>-Unrestricted private funds (pending)</p> <p>-Government funding (confirmed): U.S. Department of Justice (OVW-THP and OVC-Housing), U.S. HUD (RRH, PSH, SSO), Oregon Department of Human Services (MLT,CFAA,FVPSA), Oregon Housing and Community Services (ESG Covid), Clackamas County H3S Social Services (SHAP/EHA/EFSP and CVRA) and Children, Families and Community Connections (general fund), Clackamas County H3S Community Development (ESG CV2).</p> <p>-Government funding (pending/unconfirmed): Oregon Department of Justice Crime Victim Services Division (SHF), Clackamas County H3S Community Development (CDBG), Housing Authority of Clackamas County (SHS), Clackamas County H3S Social Services (HPDRR and AHFP)</p>
Shelter Utilities	\$75,600	<p>-Unrestricted private funds (pending)</p> <p>-Government funding (confirmed): Oregon Department of Human Services (MLT,CFAA,FVPSA), Oregon Housing and Community Services (ESG Covid), Clackamas County H3S Social Services (SHAP/EHA/EFSP).</p> <p>-Government funding (pending/unconfirmed): Clackamas County H3S Community</p>

		Development (CDBG), Clackamas County H3S Social Services (HPDRR and AHFP)
Shelter Maintenance	\$25,000	<p>-Unrestricted private funds (pending)</p> <p>-Government funding (confirmed): Oregon Department of Human Services (MLT,CFAA,FVPSA), Oregon Housing and Community Services (ESG Covid), Clackamas County H3S Social Services (SHAP/EHA/EFSP) and) and Children, Families and Community Connections (general fund).</p> <p>-Government funding (pending/unconfirmed): Clackamas County H3S Community Development (CDBG), Clackamas County H3S Social Services (HPDRR and AHFP)</p>
Shelter Supplies (includes food)	\$86,000	<p>-Unrestricted private funds (pending)</p> <p>-Government funding (confirmed): Oregon Department of Human Services (MLT,CFAA,FVPSA), Oregon Housing and Community Services (ESG Covid), Clackamas County H3S Social Services (SHAP/EHA/EFSP).</p> <p>-Government funding (pending/unconfirmed): Clackamas County H3S Community Development (CDBG), Clackamas County H3S Social Services (HPDRR and AHFP)</p>
Insurance (prorated share of full agency coverage)	\$5,000	-Unrestricted private funds (pending)
Food (Community Events)	\$0	
Other (training, client assistance, program overhead, occupancy, admin support, depreciation, mileage, office supplies, etc.)	\$3,430,855	<p>-Unrestricted private funds (pending)</p> <p>-Government funding (confirmed): U.S. Department of Justice (OVW-THP and OVC-Housing), U.S. HUD (RRH, PSH, SSO), Oregon Department of Human Services (MLT,CFAA,FVPSA), Oregon Housing and Community Services (ESG Covid), Clackamas County H3S Social Services (SHAP/EHA/EFSP and CVRA) and Children, Families and Community Connections (general fund), Clackamas County H3S Community Development (ESG CV2).</p> <p>-Government funding (pending/unconfirmed):</p>

Clackamas Women's Services
 Subrecipient Grant Agreement #22-012 – ESG FY2021

		Oregon Department of Justice Crime Victim Services Division (SHF), Clackamas County H3S Community Development (CDBG), Housing Authority of Clackamas County (SHS), Clackamas County H3S Social Services (HPDRR and AHFP), US Department of Justice (OVC)
Total Shelter Expenses	\$4,705,765	
Total ESG:	\$41,254	

EXHIBIT C: CONGRESSIONAL LOBBYING CERTIFICATE

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Clackamas Women's Services

22-012 Shelter ESG

Organization Name

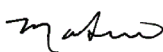
Award Number or Project Name

Melissa Erlbaum

Executive Director

Name and Title of Authorized Representative

DocuSigned by:



7/18/2021

Signature

DBCAD1860649464...

Date

**Exhibit D
REQUEST FOR REIMBURSEMENT**

**Note: This form derives from the approved budget in your grant Agreement.
Please follow instructions for completing this form as outlined in Exhibit D.1.**

Subrecipient <u>Clackamas Women's Services</u>	Grant Number: <u>22-012</u>
Address: _____	Report Period: _____
	Contract #: _____
Contact Person: _____	Federal Award #: <u>E20-UC-41-0003</u>
Phone Number: _____	CFDA(s): <u>14.231</u>
E-mail: _____	

Budget Category	Budget	Current Draw Request	Previously Requested	Balance
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Total Grant Funds Requested	\$ -	\$ -	\$ -	\$ -

ATTACH ALL RECEIPTS AND REQUIRED CLIENT DOCUMENTATION.

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION

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

Prepared by: _____

Authorized Signer: _____

Date: _____

Department Review

Project Officer Name: _____

Department: _____

Signature: _____

Date: _____

EXHIBIT D.1: REIMBURSEMENT INSTRUCTIONS

Reimbursement by COUNTY will be within 30 days of receipt of acceptable countersigned itemized invoices or billings reflecting the actual cost to SUBRECIPIENT of eligible expenses. Each invoice shall be accompanied with a detailed Request for Reimbursement (Exhibit D) which shall include appropriate documentation. This documentation shall include signed and approved timecards for personnel expenses and itemized invoices or billings for materials and services.

- COUNTY must provide HUD with specific household demographic information for each household served by ESG funds. The household information will be collected from SUBRECIPIENT and must accompany the first SUBRECIPIENT invoice for each household.
- The request for reimbursement shall also include a summary of expenses incurred for each household along with source documentation. In addition, an HMIS report documenting the type and amount of financial assistance for each household shall accompany the invoice.
- Information on the request for reimbursement form, the household demographics, the source documentation and the summary of expenses incurred for each specific household from the HMIS reports must all correlate. See Attachment B.

EXHIBIT E: PERFORMANCE REPORTING REQUIREMENTS

Reporting Requirements. SUBRECIPIENT will comply with:

- All current HMIS Policy & Procedures;
- HMIS Participation Agreement;
- All ESG HMIS reporting requirements developed by COUNTY;
- SUBRECIPIENT will provide documentation to COUNTY annually on the project activities completed in accordance with this Agreement.

EXHIBIT F

Required Certifications

I, Melissa Erlbaum, Executive Director of Clackamas Women's Services (SUBRECIPIENT) certify the provision of the matching supplemental funds required by the regulation 24 CFR 576.201. A description of the sources and amounts of such supplemental funds are included in the Attachment B agency Fiscal Year operating budget.

ESG Certifications

The Emergency Solutions Grants Program SUBRECIPIENT certifies that:

Major rehabilitation/conversion – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, SUBRECIPIENT will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, SUBRECIPIENT will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – SUBRECIPIENT will assist homeless individuals in obtaining permanent housing,

appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

Matching Funds – SUBRECIPIENT will obtain matching amounts required under 24 CFR 576.201 and as outlined in Exhibit G.

Confidentiality – SUBRECIPIENT has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, SUBRECIPIENT will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities SUBRECIPIENT undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

Discharge Policy – SUBRECIPIENT will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.


HMIS – SUBRECIPIENT will comply with HUD's standards for participation in the local Homeless Management Information System and the collection and reporting of client level information.

The requirement that SUBRECIPIENT involve, to the maximum possible extent practicable and where appropriate, homeless individuals and families in policy making, renovating, maintaining, and operating facilities assisted under the ESG program is met in the following manner:

CWS has 44 employees: 7 FTE in administration, development, and communications and 37 in programs directly serving the community. To increase diversity, equitable hiring practices are consistently utilized as staff positions become available; 90% of hires in the past six months have been from the BIPOC community. Additionally, more than a third of CWS staff members are bilingual, 27% identify as from the LGBTQIA+ community, 35% from communities of color, and 15% identify as an individual with a disability. Within the CWS Board of Directors 20% are from communities of color, 15% identify as members of the LGBTQIA+ community and 15% identify as an individual with a disability. 15% of our agency staff and members of the Board of Directors live in the rural community. Most importantly, lived experience is prevalent among CWS Board members (40%) and staff (65%).

In service delivery, an equity lens tool is used in all new program development and program planning. The tool guides our decision-makers to seek the input of voices not at the table, to center the communities most impacted, to follow the lead of the communities we serve, and to surface our bias and assumptions all along the way. CWS has formal programs which support this work of including the communities most impacted in our service delivery, with the Voices program through ASP-FJC, and the Promotoras Program through CWS, both of which are comprised of survivors and former service users, as well as Latinx community leaders, who provide input, guidance, and consultation in our program development, services, etc. In previous answers we highlighted our commitment to prioritizing referrals from culturally specific partners. Honoring this commitment is evident in the demographic data previously mentioned and is a good example of one strategy to center racial equity and cultural responsiveness.

Additionally, shelter participants are asked to submit anonymous surveys throughout their stay and as they leave the program. When exiting services we interview participants on their experience and cultivate feedback on how we can improve services.

DocuSigned by:

DBCAD1860649464... 7/18/2021

Signature/Authorized Official Date

Executive Director

Title

Project Name: ESG FY2021	Agreement #: 22-012
Federal Award #: E20-UC-41-0003	Date of Submission: XX/XX/XX
Subrecipient: CLACKAMAS WOMEN'S SERVICES	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

EXHIBIT G: Final Financial Report

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

Total Federal Funds authorized on this agreement:	
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	

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

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

ATTACHMENT A: ESG POLICIES



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 NTA Contracting, Inc. for the
232nd Drive at MP0.3 Project**

Purpose/Outcome	Execution of Contract #4332 for roadway repair construction for the 232 nd Drive at MP0.3 project.
Dollar Amount and Fiscal Impact	Total contract value at \$328,373.36 until December 31, 2021.
Funding Source	Federal Emergency Relief Program funds (\$294,649.42) matched (10.27%) by County Road Funds (\$33,723.94).
Duration	December 31, 2021
Previous Board Action/Review	11/14/19: BCC Approval of Contract with Cardno, Inc. for Engineering Services. 07/12/18: BCC Approval of Supplemental Project Agreement No. 32533 for 232 nd Drive at MP 0.3 with the Oregon Department of Transportation. 01/05/17: BCC Approval of Master Certification Agreement No. 30923 for County implementation of federally funded projects.
Strategic Plan Alignment	1. <i>How does this item align with your department's Strategic Business Plan goals?</i> This item supports the DTD Strategic Focus on "The public's increasing expectation that the transportation system will be safer and support a healthier community." 2. <i>How does this item align with the County's Performance Clackamas goals?</i> This item aligns with "Build a strong infrastructure" and "Ensure safe, healthy and secure communities" by reducing the risk of future landslides.
Counsel Review	AN, July 28, 2021
Procurement Review	Was this project processed through Procurement? Yes.
Contact Person	Mike Ward, Civil Engineer- 503-742-4688
Contract No.	4332

Background:

Clackamas County obtained Federal Emergency Relief Program (ERP) funds to repair and stabilize the roadway on 232nd Drive at Milepost 0.3. The road was damaged in March of 2017 as a result of heavy rains that occurred during the spring of 2017 and saturated soils supporting the road. A state emergency declaration, which included Clackamas County, was signed by the governor allowing Clackamas County to be eligible for the ERP funding. The

total cost of the project is \$840,000 with \$753,732.00 in funding thru the ERP with a match of \$86,268.00 by County Road Fund.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on April 28, 2021. Bids were opened on May 27, 2021. The County received one (1) base bid: NTA Contracting, Inc. for \$328,373.36. After review of the base bid, NTA Contracting, Inc. was determined to be lowest responsive bidder.

Recommendation:

Staff respectfully recommends that the Board approve and sign this public improvement contract with NTA Contracting, Inc. for the 232nd Drive at MP0.3 Project.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Ward".

Mike Ward, PE
Civil Engineer

Placed on the BCC Agenda _____ by Procurement



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

AGREEMENT FORM

Contract #4332

This Public Improvement Contract for the 232nd Drive at MP 0.3 Project (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "County," and **NTA Contracting, Inc.**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: #2021-40 232nd at MP. 3

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **Three Hundred Twenty Eight Thousand Three Hundred Seventy Three Dollars and Thirty Six Cents (\$328,373.36)** (the "Contract Price"), to be paid to the Contractor by County 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 General Conditions for Construction for (Certified LPA) Clackamas County, 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 prices fixed in the Contractor's Bid Proposal for said work as set forth herein under the Schedule of Bid Prices.

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

- Notice of Public Improvement Contract Opportunity
- Instructions to Bidders
- Supplemental Instructions to Bidders
- Bid Bond
- Bid Proposal and Schedule of Prices
- Public Improvement Contract Form
- Affidavit of Non Collusion
- First-Tier Subcontractor Disclosure Form
- Certificate Regarding Ineligible Contractors
- Performance Bond and Payment Bond
- Prevailing Wage Rates
- Plans, Special Provisions and Drawings
- General Conditions for Construction for (Certified LPA) Clackamas County
- DBE, FHWA and ODOT Forms in Section 13

2. Representatives.

Contractor has named Jason Ashe as its Authorized Representative to act on its behalf.

The County designates Mike Ward 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 County.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the prior written permission of County, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to County at least 30 days prior to the intended time of substitution. When replacements have been approved by County, 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 prior written permission of County. The Contractor's project staff shall consist of the following personnel:

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

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

4. Contract Dates.

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

SUBSTANTIAL COMPLETION: September 24, 2021

CONTRACT EXPIRATION DATE: December 31, 2021

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Third Notification by the above specified dates.

5. Insurance Certificates.

In accordance with Section 00170.70 of the General Conditions for Construction for (Certified LPA) Clackamas County, Contractor shall furnish proof of the required insurance naming Clackamas County and the State of Oregon and the Oregon Department of Transportation as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to Procurement@clackamas.us.

6. 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.

7. 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 County or the State of Oregon. 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 County and of State ("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.

8. 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.

9. Integration.

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.

10. Liquidated Damages

The Contractor acknowledges that the County will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents and Special Provision Section 00180.85 (b) in the General Conditions for Construction for (Certified LPA) Clackamas County. 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. Compliance with Applicable Law. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

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

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

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

SIGNATURE PAGE FOLLOWS



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

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**CLACKAMAS COUNTY
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

**INVITATION TO BID #2021-40
232nd Drive at MP 0.3
April 28, 2021**

Clackamas County ("County") through its Board of County Commissioners is accepting sealed bids for the **232nd Drive at MP 0.3** Project until **May 27 2021, 2:00 PM**, Pacific Time, ("Bid Closing") at the following location:

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

Bidding Documents can be downloaded from ORPIN at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No.C01010-2021-40-21.

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

This project includes Federal Funding. The Engineer's estimated range of costs for the Project is between **\$250,000** and **\$300,000**.

Contact Information

Procurement Process and Technical Questions: Tralee Whitley, TWhitley@clackamas.us

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

To be eligible for award under this Invitation to Bid, Bidders (prime contractors) must submit proof of ODOT prequalification in the Classes of Earthwork and Drainage (EART) to the County by the time of Bid Closing. County will reject Bids from Bidders who are not prequalified for the class of work indicated prior to the Bid Closing.

State Prevailing Wage

This is a public work contract subject to ORS 279C.800 to 279C.870 and the Federal Prevailing Rate of Wage required Under the Davis-Bacon Act (40 U.S.C. 3141 Et Seq.). All projects have minimum wage rate requirements. Each worker in each trade or occupation employed to perform work on the project shall be paid not less than the existing prevailing wage rate established by the Oregon Bureau of Labor and Industries (BOLI) or the applicable federal prevailing wage rate required under the Davis-Bacon Act, whichever is higher.

Prevailing wage rates published in the wage determinations and any applicable modifications or amendments apply to this Project and are incorporated by reference:

(1) U.S. Department of Labor, "General Wage Determinations Issued under the Davis- Bacon and Related Acts: Oregon Highway Construction Projects", and

(2) Oregon Bureau of Labor and Industries (BOLI), "Prevailing Wage Rates For Public Works Contracts in Oregon".

The applicable Federal prevailing wage rates and the existing State prevailing wage rates last published prior to the time of Bid Closing as stated above, apply to this Project.

Wage Rates are Internet-Accessible - The applicable Davis-Bacon wage rates can be found on the US Department of Labor website at: <https://www.wdol.gov/dba.aspx>.

The BOLI wage rates can be found on the Oregon Bureau of Labor and Industries website at: https://www.oregon.gov/boli/WHD/PWR/pages/pwr_state.aspx.

Wage Rates are Subject to Change - Modifications or amendments to the Davis-Bacon and BOLI wage rates applicable to this Project may occur at any time before Bid Closing. Bidders are responsible to monitor the respective web page(s) for modifications and amendments up until Bid Closing.

The applicable Davis-Bacon and BOLI wage rates will be included in the Contract.

Clackamas County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 200-4 and Title 49, Code of Federal regulations, Department of Transportation, subtitle A, Office of the secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for award.

All federally funded projects have "BUY AMERICA" requirements. The project is subject to the DBE policy statement as cited in 49 CFR 26. DBE Goal for this project is 0%. The Reimbursable On-the-job Training requirement is 0 hours.

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



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

INSTRUCTIONS TO BIDDERS

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

Article 1. Scope of Work

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

Article 2. Examination of Site and Conditions

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

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

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

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

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

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

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

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

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

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

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

Article 4. Security to Be Furnished by Each Bidder

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

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

Article 5. Execution of Bid Bond

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

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

Article 6. Execution of the Bid Form

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

The Bid Form relates to Bids on a specific Project

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

Article 7. Prohibition of Alterations to Bid

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

Article 8. Submission of Bid

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

Article 9. Bid Closing and Opening of Bids

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

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

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

Article 10. Acceptance or Rejection of Bids by Owner

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

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

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

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

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

Article 11. Withdrawal of Bid

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

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

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

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

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

Article 13. Recyclable Products

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

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

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

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

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

Article 15. Protest of Intent to Award

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

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

Article 16. Disclosure of First-Tier Subcontractors

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

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



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT**

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Project Name: 232nd Drive at MP 0.3

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

- 1. Prequalification:** To be eligible for award under this Invitation to Bid, Bidders (prime contractors) must submit proof of ODOT prequalification in the Classes of **Earthwork and Drainage** to the County by the time of Bid Closing. County will reject Bids from Bidders who are not prequalified for the class of work indicated prior to the Bid Closing. (See 00120.00.)
- 2. Closed building- COVID:** The County is requiring all bids for this project be electronically submitted. Complete Bids (including all attachments) must be received by the closing time and date 2:00 p.m. Pacific Time, May 27, 2021. The Bid must be emailed to the following address: Procurement@clackamas.us. **The email subject line must read “Bid for #2021-40 232nd Drive at MP0.3”** Upon receiving of the bid, the County will send bidders an email confirmation acknowledging receipt. Bids delayed or lost by email system filtering or failure may be considered at Clackamas County’s sole and absolute discretion. **Bids will be publicly read aloud via the computer application, Zoom. Bidders will be allowed to video conference or listen by phone to the bid results. The projects Zoom meeting can be accessed via the information below:**

ZOOM LINK

Join Zoom Meeting

<https://clackamascounty.zoom.us/j/83658772793>

Meeting ID: 836 5877 2793

One tap mobile

+16699006833,,83658772793# US (San Jose) 12532158782,,83658772793# US
(Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 408 638 0968 US (San Jose)
+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC) Meeting ID: 836 5877 2793 Find
your local number: <https://clackamascounty.zoom.us/j/83658772793>

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

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
PROJECT: #2021-40**

BID OPENING: May 27, 2021, 2:00 PM, Pacific Time

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

INSTRUCTIONS:

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

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

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

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

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	Coral Construction Company	\$30,222.00	00300, 00800
2.	Eastside Paving Inc.	\$14,250.00	00700
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

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

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

NTA CONTRACTING, INC.

Firm Name: _____

Bidder Signature: _____ Phone # 503-853-6649

AFFIDAVIT OF NON-COLLUSION

STATE OF Oregon

COUNTY OF Multnomah

I state that I am President COO (title) of NTA Contracting, Inc(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

(1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer or potential Proposer, except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.

(4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.

(5) NTA Contracting, Inc. (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that NTA Contracting, Inc. (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by Clackamas County in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Clackamas County of the true facts relating to the submission of Offers for this contract.

Jon Anderson

(Authorized Signature)

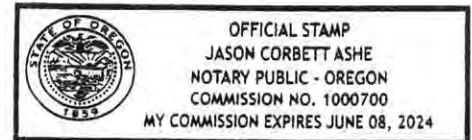
NTA Contracting, Inc. COO

(Name of Company/Position)

Sworn to and subscribed before me this 27th day of May, 2021.

Notary Public for Oregon

My Commission Expires: June 8 2024



FAILURE TO SUBMIT THIS EXECUTED STATEMENT AS PART OF THE BIDDING DOCUMENTS WILL MAKE THE BID NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

CONFLICT OF INTEREST (COI) DISCLOSURE FORM

Oregon Department of Transportation

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the ODOT Conflict of Interest Guidelines for Procurements & Contracts ("COI Guidelines") available on the Internet at: <https://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/coiguideines.pdf>. The definitions of terms used in this COI Disclosure Form shall be those provided in the COI Guidelines (note that "Public Official" includes all Agency employees).

This COI Disclosure Form is submitted in response to (check only one):

- Agency RFP#** _____ **[or] ITB#** 2021-40
- Contract #** _____
- Price Agreement #** _____ **WOC#** _____ **[or] PO#** _____
- Changes to COI Disclosure Form previously submitted for (RFP #** _____, **ITB #** _____, **Price Agreement #** _____, **WOC #** _____, **Contract #** _____

This COI Disclosure Form must be signed in ink by a principal of the Firm to certify that it is correct. A Firm's certification that its disclosure form is correct includes the disclosure by its Associates and Subcontractors.

My signature certifies that as disclosed on or attached to the present form:

- (a) the Firm's disclosures are complete, accurate, and not misleading.
- (b) the Firm has provided the ODOT COI Guidelines to all Associates and Subcontractors (if any) and the present form includes or has attached any required COI disclosures from those sources.

I hereby certify that I am authorized to sign this COI Disclosure Form as a Representative for the Firm identified below:

Complete Legal Name of Firm: NTA Contracting, Inc.

Address: 10350 N Vancouver Way #345 Portland OR 97217

Telephone: 5037750196

Fax No: 5037754210

Authorized Representative's Name (printed): Jason Ashe

Signature: *Jason Ashe* **Date:** 05-27-2021

Please answer all questions "Yes", "No" or "N/A" (if uncertain answer "Yes.") If the answer to any of the questions is "Yes," then use the applicable "Comments" fields to:

- (a) furnish all relevant facts that are necessary to make the response complete, accurate, and not misleading; and
- (b) identify any actions that must be taken to avoid, neutralize, or mitigate such conflict of interest (e.g. communications barriers, restraint or restriction upon future contracting activities, or other precaution)

1. a) Is any Associate of the Firm a former employee of Agency within the last two years that had or will have involvement (on Agency's or Firm's behalf) with this Procurement, Contract, subcontract, or the prospective Project? **No** **Yes**
 - b) Is any Associate of the Firm a Relative or Member of the Household of a current Agency employee that had or will have any involvement with this Procurement or Contract Authorization? **No** **Yes**
- If the answer to either of the above questions is "Yes", complete the attached "Relatives and Former Agency Employees" table (Part A and/or Part B, as applicable).**
2. Does the Firm or any Associate of the Firm have an Actual, Apparent or Potential Conflict Of Interest ("Individual" or "Organizational") with regard to any known member of the Agency evaluation or selection team for the Procurement? **No** **Yes** **Comments:**

3. Did the Firm or any Associate of the Firm conduct prior work on the Project described in the Procurement, or participate in preparing any part of the Procurement or any documents or reports related to the Procurement or to which the Procurement refers? **No** **Yes** **Comments:**

 4. Does the Firm or any Associate of the Firm have any past, present or currently planned personal or financial interests which are an Actual, Apparent or Potential Conflict of Interest (“Individual” or “Organizational”), with respect to the Procurement or award of this Contract or performing the work for Agency or acquisition of any real property for the Project? **No** **Yes** **Comments:**

 5. Has the Firm or an Associate of the Firm offered to a Public Official, or is the Firm aware of any Public Official that has solicited or received, directly or indirectly, any pledge or promise of employment or other benefit based on the understanding that the Public Official’s vote, official action or judgment would be influenced thereby? **No** **Yes** **Comments:**

 6. Has (or will) the Firm or an Associate of the Firm provided a direct beneficial financial interest to any person within two years after the person ceased to hold a position as a Public Official who was involved in the Procurement or Authorization for the Contract, or is the Firm aware of any such person or Public Official who has or will receive a direct beneficial financial interest within the two year period? **No** **Yes** **Comments:**

 7. Is the Firm aware of any current or former Public Official that has an Actual, Apparent or Potential Conflict Of Interest with respect to the Procurement or award of this Contract or performing the work for Agency? **No** **Yes** **Comments:**

 8. Does the prospective Contract/WOC include development of an Environmental Assessment (EA) or Environmental Impact Statement (EIS)? **No** **Yes** **Comments:**

If yes, in accordance with the disclosure statement requirements of Council on Environmental Quality Regulation, 40 C.F.R 1506.5(c), does the Firm have any financial or other interest in the outcome of this Project; and/or does the Firm have any agreement, enforceable promise, or guarantee to provide any future work on this Project? **No** **Yes** **Comments:**

 9. Have Subcontractors or other Associates furnished COI Disclosure Forms, separate from the present form, which included conflicts or potential conflicts of interest? (If yes, attach the disclosures.) **No** **Yes** **N/A** **Comments:**

 10. If the prospective Contract/WOC includes personal services for the purpose of administering, managing, monitoring, inspecting, evaluating compliance with or otherwise overseeing a public contract, is the Firm or an Associate or an Affiliate of the Firm a party to the subject public contract? **No** **Yes** **N/A** **Comments:**

 11. Has the Firm or any Associate of the Firm entered into personal services contract(s) with Agency for the purpose of advising or assisting in developing specifications, a scope or statement of work, an invitation to bid, a request for proposals or other solicitation documents and materials related to this procurement? **No** **Yes** **Comments:**

 12. If the prospective Contract/WOC includes, or is advertised to potentially include via later amendment, personal services related to Project construction, do any of the criteria set forth in [COI Guidelines](#), section (4) - “COI Considerations Related to Consultant Services Provided During Project Construction” apply? **No** **Yes** **N/A**
- If yes**, provide comments to describe the potential conflict. Include or attach a mitigation plan if applicable (or if required) to address the criteria in section (4) of the COI Guidelines. **Comments:**

Relatives and Former Agency Employees

For each employee of the Firm that was employed by Agency within the last two years and that had or will have involvement (on Agency’s or Firm’s behalf) with this Procurement, Contract, subcontract, or the prospective Project, provide information in Part A below as applicable.

Use Part B for Firm Associates with Relatives or Members of the Household working for Agency that had or will have involvement with this Procurement or Contract.

Part A: Employees that left Agency in the last two years and that had or will have involvement with this Procurement, Contract, subcontract, or the prospective Project.

Instructions: If applicable, enter employee name(s) and the date(s) they left the Agency. For each employee identified, enter employee role information in Column C or D or both C and D, as applicable.

Column A Employee Name	Column B Date employee left Agency	Column C Role performed on behalf of Agency related to this procurement or prospective Project	Column D Proposed Role on behalf of Firm in current Procurement, Contract, subcontract or Project
NA			

Part B: Identify Associates of the Firm that are Relatives or Members of the Household of Agency employees currently working for Agency, if the Agency employee had or will have any involvement with this Procurement or Contract.

Firm Associate’s Name	Name and Relationship of Relative or Member of Household Employed at Agency	Role at Agency	Agency employee’s Role with this Procurement
NA			

(Make copies of this form as needed to list additional employees.)



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: # 2021-40 232nd Drive at MP 0.3

We, NTA Contracting Inc., as "Principal,"
(Name of Principal)

and Old Republic Surety Company, an Wisconsin Corporation,
(Name of Surety)

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

Ten Percent (10%) of Bid Amount ----- dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No.2021-40) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

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

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 27 day of May, 2021.

Principal: NTA Contracting Inc.

Surety: Old Republic Surety Company

By: [Signature]
Signature

By: [Signature]
By: Attorney-In-Fact

[Signature]
Official Capacity

Tamara A. Ringeisen
Name

Attest: [Signature]
Corporation Secretary

10260 SW Greenburg Road, Suite 1060
Address

Portland, OR 97223-5509
City State Zip

Phone _____ Fax _____



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

Sara Sophie Sellin, Kari Michelle Motley, Misti Marie Brill, Michael S. Mansfield,

Tamara A. Ringeisen, Donald Percell Shanklin, Brian R. Ludwick, Amber Lynn Reese of Portland, OR

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28th day of April, 2020

Sheila M. Applegate

Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic

Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 28th day of April, 2020, personally came before me, Alan Pavlic and Sheila M. Applegate to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson

Notary Public

My Commission Expires: September 28, 2022

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 27 day of May, 2021

77 5520

Sheila M. Applegate

Assistant Secretary

ORSC 11008 (6-93)

Propel Insurance Agency LLC



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID PROPOSAL FORM

PROJECT #: 2021-40
PROJECT NAME: 232nd Drive at MP 0.3
BID CLOSING: May 27, 2021, 2:00 PM, Pacific Time
BID OPENING: May 27, 2021, 2:05 PM, Pacific Time

FROM: NTA Contracting, Inc.
Bidder's Name (must be full legal name, not ABN/DBA)

TO: Clackamas County
Procurement Division
2051 Kaen Road
Oregon City, OR 97045

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

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

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

Three Hundred Twenty Eight Thousand Three Hundred Seventy Three Doallrs and Thirty Six Cents
Dollars (\$ 328,373.36)

and the Undersigned agrees to be bound by the following documents and any other Contract Documents as defined in Section 00110.20 of Section 12, General Conditions for Construction (Certified LPA) Clackamas County:

- Notice of Public Improvement Contract Opportunity
• Instructions to Bidders
• Supplemental Instructions to Bidders
• Bid Bond
• Bid Proposal Form and Bid Schedule of Prices
• Public Improvement Contract Form
• Affidavit of Non Collusion
• First-Tier Subcontractor Disclosure Form
• Certificate Regarding Ineligible Contractors
• Performance Bond and Payment Bond
• Prevailing Wage Rates
• Plans, Special Provisions and Drawings
• General Conditions for Construction for (Certified LPA) Clackamas County
• DBE, FHWA and ODOT Forms in Section 13

• ADDENDA numbered 0 through 0, inclusive (*fill in blanks*)

2. The Undersigned proposes to accept the total Bid in the attached Schedule of Prices, subject to adjustment for actual quantities completed during the course of work and any Amendment between the parties, for the items or work designated in the Contract Documents, for which any adjustments in the Contract amount will be made in accordance with Section 12, General Conditions for Construction for (Certified LPA) Clackamas County.

3. The work shall be completed within the time stipulated and specified in Section 00180.50(h) of Section 12, Special Provisions that accompany the General Conditions for Construction for Clackamas County.

4. Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid.

5. The Undersigned agrees, if awarded the Contract, to execute and deliver to Clackamas County, within ten (10) calendar days after receiving the Contract forms, a Contract Form, a Federal Tax Identification Number for the Contractor, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided by the County. The surety requested to issue the Performance Bond and Payment Bond will be:

Old Republic Surety Company

(name of surety company - not insurance agency)

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

6. The Undersigned further agrees that the Bid Security accompanying the Bid is left in escrow with Clackamas County; that the amount thereof is the measure of liquidated damages which the County will sustain by the failure of the Undersigned to execute and deliver the above-named Contract Form, Performance Bond and Payment Bond, each as published, and that if the Undersigned defaults in either executing the Contract Form or providing the Performance Bond and Payment Bond within ten (10) calendar days after receiving the Contract forms, then the Bid Security shall become the property of the County at the County's option; but if the Bid is not accepted within thirty (30) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Contract Form, Performance Bond and Payment Bond, the Bid Security shall be returned.

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

8. The undersigned **HAS** **HAS NOT** (*circle applicable status*) paid unemployment or income taxes in Oregon within the past 12 months and **HAS** **HAS NOT** (*circle applicable status*) a business address in Oregon. The undersigned acknowledges that, if the selected bidder, that the undersigned will have to pay all applicable taxes and register to do business in the State of Oregon before executing the Public Improvement Contract Agreement Form.

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

10. Contractor's CCB registration number is 80682. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

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

12. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is SAIF, Policy No. 780581, and that Contractor shall submit Certificates of Insurance as required.

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

Project Executive: Jason Ashe, Cell Phone: 5037931037,
Project Manager: Jon Anderson, Cell Phone: 5038536649,
Job Superintendent: Nathan Erickson, Cell Phone: 360-844-0398,
Project Engineer: _____, Cell Phone: _____.

14. The Undersigned pursuant to ORS 279A.110, the Bidder has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business in obtaining any required subcontracts. The Bidder understands that it may be disqualified from Bidding on this public improvement project if the Agency finds that the Bidder has violated subsection (1) of ORS 279A.110.

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

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

NAME OF FIRM NTA Contracting, Inc.
ADDRESS 10350 N Vancouver Way #345
Portland, OR 97217
TELEPHONE NO 5037750196
EMAIL estimating@ntacontracting.com
SIGNATURE 1) _____
Sole Individual
or 2) _____
Partner
or 3) Jason Ashe
Authorized Officer of Corporation

232nd DRIVE AT MP 0.3 - BID SCHEDULE

Spec No.	Item No.	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT PRICE	TOTAL PRICE
MOBILIZATION, TRAFFIC CONTROL AND EROSION CONTROL (00200)						
210	1	MOBILIZATION	LS	1	\$34,619.99	\$34,619.99
221	2	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	LS	1	\$7,103.48	\$7,103.48
220	3	FLAGGERS	HOUR	80	\$63.38	\$5,070.40
222	4	TEMPORARY SIGNS	SF	600	\$30.60	\$18,360.00
222	5	PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	2	\$7,649.91	\$15,299.82
224	6	TEMPORARY BARRICADES, TYPE III	EACH	4	\$153.00	\$612.00
224	7	TEMPORARY PLASTIC DRUMS	EACH	10	\$54.64	\$546.40
280	8	EROSION CONTROL	LS	1	\$8,951.79	\$8,951.79
280	9	MATTING, TYPE D	SY	251	\$14.18	\$3,559.18
280	10	SEDIMENT FENCE	LF	555	\$9.44	\$5,239.20
280	11	CHECK DAM, TYPE 1	EACH	2	\$864.50	\$1,729.00
290	12	POLLUTION CONTROL PLAN	LS	1	\$2,732.11	\$2,732.11
ROADWORK (00300)						
310	13	REMOVAL OF SURFACINGS	SY	275	\$17.48	\$4,807.00
310	14	REMOVAL OF GUARDRAIL	LF	394	\$12.57	\$4,952.58
330	15	GENERAL EXCAVATION	CY	180	\$25.33	\$4,559.40
DRAINAGE AND SEWERS (00400)						
415	16	MAINLINE VIDEO INSPECTION	FOOT	370	\$13.11	\$4,850.70
445	17	12 INCH HDPE PIPE 5-10 FT DEPTH	FOOT	370	\$74.10	\$27,417.00
445	18	6 INCH SOLID WALL HDPE PIPE	FOOT	45	\$76.57	\$3,445.65
445	19	4 INCH SOLID WALL POLYETHYLENE PIPE	FOOT	110	\$21.87	\$2,405.70
470	20	CATCH BASIN WITH BEEHIVE INLET; INCLUDING EX, BEDDING, BACKFILL	EACH	2	\$2,689.55	\$5,379.10
470	21	DITCH INLET W/ TYPE G2 FLAT TOP LID, INCLUDING EX, BEDDING, BACKFILL	EACH	4	\$2,001.05	\$8,004.20
BRIDGES (00500)						
510	22	4" - 2" FACING STONE	CY	30	\$90.16	\$2,704.80
596A	23	RETAINING WALL, MSE	LS	1	\$65,422.74	\$65,422.74
BASES (00600)						
641	24	1-1/2" - 0 AGGREGATE BASE	CY	100	\$105.31	\$10,531.00
641	25	1" - 0 AGGREGATE BASE	CY	440	\$82.67	\$36,374.80
WEARING SURFACES (00700)						
744	26	LEVEL 3, 1/2 INCH ACP MIXTURE	TON	114	\$136.61	\$15,573.54
PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES (00800)						
810	27	GUARDRAIL, TYPE 2A WEATHERIZED	FOOT	394	\$30.60	\$12,056.40
810	28	GUARDRAIL TERMINALS, BURIED IN BACKSLOPE (BIB)	EACH	1	\$6,010.64	\$6,010.64
810	29	GUARDRAIL TERMINALS, SOFTSTOP	EACH	1	\$7,376.69	\$7,376.69
860	30	LONGITUDINAL PAVEMENT MARKINGS, PAINT	FOOT	400	\$3.28	\$1,312.00
RIGHT OF WAY DEVELOPMENT AND CONTROL (01000)						
1030	31	PERMANENT SEEING, EC MIX	AC	0.05	\$27,321.00	\$1,366.05

PROPOSED COST BID SCHEDULE \$328,373.36

(Numerically)

PROPOSED COST BID SCHEDULE Threehundred Twentyeight Thousand Threehundred Seventythree Dollars and Thirtysix Cents

(WRITTEN IN WORDS)

COMPANY NAME NTA CONTRACTING INC.

AUTHORIZED SIGNATURE *Jon Anderson*



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
PERFORMANCE BOND

Bond No.: 5945586
Solicitation: #2021-40
Project Name: 232nd Drive at MP 0.3

Table with 4 columns: Surety Name, Surety ID, Bond Amount No., and Amount. Includes entries for Old Republic Surety Company and Total Penal Sum of Bond.

* If using multiple sureties

We, NTA Contracting Inc. as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves...

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

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference...

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract...

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract...

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

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

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

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

Dated this 26 day of July, 2021.

PRINCIPAL: NTA Contracting Inc.

By: _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: Old Republic Surety Company

[Add signatures for each if using multiple bonds]

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

Tamara A. Ringeisen ATTORNEY-IN-FACT

Name

Tamara A. Ringeisen
Signature

10260 SW Greenburg Road, Suite 1060

Address

Portland, OR 97223-5509

City State Zip
503.467.2809 866.577.1326

Phone Fax





CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 5945586
Solicitation: #2021-40
Project Name: 232nd Drive at MP 0.3

Table with 2 columns: Surety information and Bond Amount. Includes entries for Old Republic Surety Company, Bond Amount No. 1 (\$328,373.36), Bond Amount No. 2 (*), and Total Penal Sum of Bond (\$328,373.36).

We, NTA Contracting Inc., as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Three Hundred Twenty Eight Thousand Three Hundred Seventy Three and 36/100 (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

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

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

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

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

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

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

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

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

Dated this 26 day of July, 2021.

PRINCIPAL: NTA Contracting Inc.

By: _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

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

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

Tamara A. Ringeisen ATTORNEY-IN-FACT

Name
Tamara A. Ringeisen
Signature

10260 SW Greenburg Road, Suite 1060

Address

Portland, OR 97223-5509

City State Zip

503.467.2809 866.577.1326

Phone Fax





OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

Sara Sophie Sellin, Kari Michelle Motley, Misti Marie Brill, Michael S. Mansfield,

Tamara A. Ringeisen, Donald Percell Shanklin, Brian R. Ludwick, Amber Lynn Reese of Portland, OR

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28th day of April, 2020.

Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 28th day of April, 2020, personally came before me, Alan Pavlic and Sheila M. Applegate, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 26 day of July, 2021.

77 5520

Assistant Secretary

ORSC 11008 (6-93)

Propel Insurance Agency LLC



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

PROJECT: #2021-40 232nd Drive at MP 0.3

Project Scope: The Clackamas County Department of Transportation and Development is requesting bids to construct MSE retaining walls, asphalt pavement, striping, stormwater structures and pipe, and guardrail improvements to SE 232nd Drive. The improvements include, but are not limited to grading, drainage, retaining wall structures, paving and performing additional and incidental work as called by the specifications and plans.

Estimated Cost Range: \$250,000.00 - \$300,000.00

The project is anticipated to take approximately 3 months.

This Work must be completed by the completion date as specified in the Special Provisions that accompany the General Conditions for Construction for Clackamas County, Section 00180.50(h) Contract Time.

The Scope further includes the Plans, General Conditions for Construction for Clackamas County and Special Provisions. The following reports and resource agency permits are included in the Contract Documents:

- Special Provisions for SE 232nd Drive MP 0.3 Slide Project, Spring 2021
- Special Provisions for Construction- Grading, Drainage, and Paving 232nd Drive at MP 0.3 (Project Specific Sections 0100s)
- 232nd Drive at MP 0.3 Drawing Set- 22 pages
- General Conditions for Construction for Clackamas County
- Geotechnical Report for SE 232nd Drive at MP 0.3 Slide
- Traffic Management Plan for K21221: 232nd Drive at MP 0.3

SPECIAL PROVISIONS

FOR

SE 232ND DRIVE

MP 0.3 SLIDE

PROJECT

**CLACKAMAS COUNTY DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT**

CLACKAMAS COUNTY, OREGON

SPRING 2021

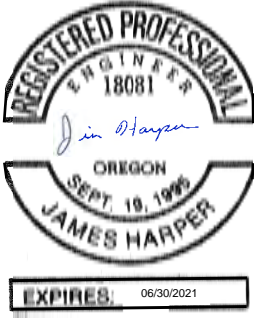
CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SPECIAL PROVISIONS

FOR

**SE 232ND MP 0.3 SLIDE
PROJECT**

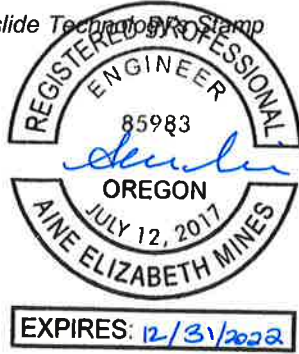
PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p> <p><i>CARDNO's Stamp</i></p>  <p>The seal is circular with 'REGISTERED PROFESSIONAL ENGINEER' around the top and '18081' in the center. A signature 'Jim Harper' is written across it. Below the circle is 'OREGON' and 'SEPT. 19, 1995'. At the bottom is 'JAMES HARPER'. Below the seal is a rectangular box with 'EXPIRES: 06/30/2021'.</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the SE 232nd MP 0.3 Slide Project. The following Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections: 00220, 00221, 00222, 00280 & 00470</p>
<p>Date Signed: <u>3/16/2021</u></p>	

PROFESSIONAL OF RECORD CERTIFICATION(s):

Seal w/signature

Landslide Technology, Inc. Stamp



I certify the Special Provision Section(s) listed below are applicable to the design for the SE 232nd MP 0.3 Slide Project. The following Modified Special Provisions were prepared by me or under my supervision.

Sections: 00445, 00510, 00596A, 02320, & 02415

Date Signed: 3/16/2021

SPECIAL PROVISIONS

WORK TO BE DONE

SE 232nd Drive MP 0.3 Slide Project in Clackamas County

The SE 232nd Drive MP 0.3 Slide Project is a contract that will reconstruct the portion of SE 232nd Drive that was damaged by a landslide. This contract will remove a segment of the roadway embankment, replace it with a mechanically stabilized earth (MSE) deep patch system, improve existing drainage systems, and pave the portion of SE 232nd Drive that was damaged by a landslide.

This contract will include, but not be limited to: removing approximately 110 linear feet of existing roadway embankment; installing approximately 2500 square feet of MSE deep patch; installing an approximately 50 foot long cutoff trench upslope of the deep patch area; replacing 300 feet of storm drain; 110 tons of asphalt; placing pavement markings and striping; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans. The project estimate for this contract is \$285,000.

APPLICABLE SPECIFICATIONS

The Specification that is applicable to the Work on this Project is the 2021 edition of the "Oregon Standard Specifications for Construction" produced by the Oregon Department of Transportation and the Oregon Chapter or the APWA.

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

CLASS OF PROJECT

| This is a federally funded project.

CLASS OF WORK

The Class of Work for this Project is the combination of Earth Work, MSE Placement, and stormwater improvements.

END OF SECTION

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.02(a) General Requirements - Add the following bullets to the end of the bullet list:

- When performing trench excavation or other excavation across or adjacent to a Traffic Lane on a roadway having a pre-construction posted speed greater than 35 mph, backfill the excavation, install surfacing, and open the roadway to traffic by the end of each work shift. Install a "BUMP" (W8-1-48) sign approximately 100 feet before the backfilled area and a "ROUGH ROAD" (W8-8-48) sign approximately 500 feet ahead of the "BUMP" sign. If this requirement is not met, maintain all necessary lane or shoulder closures and provide additional TCM, including flagging, at no additional cost to the Agency. Do not use temporary steel plating to reopen the roadway.
- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.
- When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the Work Area at sign spacing "A" from the TCD Spacing Table" shown on the Standard Drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.

00220.40(e)(1) Closed Lanes - Replace this subsection, except for the subsection number and title, with the following:

- All traffic lanes may be closed on 232nd Drive when allowed, shown, or directed during major roadway construction activities. Full roadway closures will not be allowed until the area and the detour route are signed according to the TCP and the requirements of Section 00225.
- One Traffic Lane may be closed on 232nd Drive when allowed, shown, or directed during the following periods of time:
 - Daily, Monday through Thursday, between 9:00 a.m. and 4:00 p.m.
 - Friday, between 9:00 a.m. and 3:00 p.m.
 - Nightly, Sunday night through Friday morning, between 6:00 p.m. and 7:00

00220.40(f) Limited Duration Road Closure - The Contractor will be permitted to close all Traffic Lanes **for up to three weeks** in duration during major roadway construction activities. Full

roadway closures will not be allowed until the area and the detour route are signed according to the TCP and the requirements of Section 00225.

Succeeding roadway closures will not be allowed until traffic clears from a preceding closure.

END OF SECTION

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications.

NUMBER OF TRAFFIC CONTROL PLAN SHEETS: 3

To be accompanied by Standard Drawings:

- TM670 Wood Post Sign Supports
- TM671 3 Second Gust Wind Speed Map
- TM681, TM687, TM688... Perforated Steel Square Tube (PSST) Sign Support Installation and Foundation
- TM800 Tables, Abrupt Edge and PCMS Details
- TM820 Temporary Barricades
- TM821, TM822..... Temporary Sign Supports

- TM840 Closure Details
- TM844 Temporary Pedestrian Access Routing
- TM850 2 Lane, 2-Way Roadways

END OF SECTION

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows:

00222.40(e) Temporary Sign Placement – Add the following to the end of the bullet list:

- Place a “WAIT FOR FLAGGER” (CR4-23) sign approximately 50 feet in advance of each flagger station, facing incoming pedestrian traffic. Install the sign on a conical marker or other temporary sign support, as shown or as directed. Do not allow the sign installation height or location to block the visibility of the flagger for incoming public traffic.

- Install two sign flag boards, as shown on the Standard Drawings, above the following detour and road closed advance warning signs, where applicable:
 - "DETOUR AHEAD", "DETOUR XXXX FT", "DETOUR X/X MILE" (W20-2) signs.
 - "ROAD CLOSED AHEAD", "ROAD CLOSED XXXX FT", "ROAD CLOSED X/X MILE" (W20-3) signs.

- For paving operations on non-freeways, place “ABRUPT EDGE” (CW21-9) and “ROAD WORK XX MPH” (CW20-1a) signs as shown. Use an “XX” value equal to 10 mph below the current posted regulatory speed. If a speed is posted for a temporary regulatory speed reduction, that speed is the current posted regulatory speed.

- For all other moving operations that do not create an abrupt edge adjacent to traffic, omit the “ABRUPT EDGE” signs.

END OF SECTION

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications modified as follows:

00223.31(b) Traffic Control Inspection Without TCS - Replace the bullet that begins "Prepares and signs a daily "Traffic Control Inspection Report"..." with the following bullet:

- Prepares and signs a "Traffic Control Inspection Report" (Form No. 734-2474) upon the initial installation of TCM and each working day when any modification, removal, or reinstallation of TCM are made, or as directed by the Engineer. Submit completed reports to the Engineer no later than the end of the next working day.

END OF SECTION

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications.

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope

Provide erosion control as presented on plans and to meet the agencies project specific erosion control requirements. The Agency's NPDES 1200-CA Permit is applicable to the Project.

00280.90 Payment – Unless called out in the Bid Schedule as an individual bid item, all other erosion control material, labor, equipment, permitting and monitoring shall be included in the erosion control lump sum bid item.

END OF SECTION

SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications modified as follows:

00445.11 Materials – Add the following to the end of the section.

Use solid-wall high density polyethylene (HDPE) with material designation of PE 3408/3608 or greater and a standard diameter ratio (SDR) of 17 for all pipes. Join pipes segments using butt fusion method in accordance with the pipe manufacturer's recommendation. Furnish materials meeting the requirements of "solid wall polypropylene pipe" in section 02415.20.

00445.80(a) Pipes – Add the following to the bullet that begins "**Length** - The length will be..." with the following bullet:

Length of cutoff drain pipe and subsurface drain pipe from Station 3+90 to 5+14 will not be measured in accordance with 0A596.80.

00445.91 Payment – Add the following to the end of the section: Pipe and fittings for cutoff drain pipe and subsurface drain pipe from Station 3+90 to 5+14 will be paid in accordance with 0A596.90.

00445.91 Payment – Add the following to the end of the section: Pipe and fittings for cutoff drain pipe and subsurface drain pipe will be paid in accordance with 0A596.90.

Add the following to end of the section: Excavation, shoring, trench spoils haul-off, bedding and pipe zone backfill aggregate backfill, and stabilization per Clackamas County STANDARD TRENCH AND BACKFILL STANDARD DRAWING U200 to be included in installation cost of 12" HDPE Storm Drain.

END OF SECTION

SECTION 00470 – MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications modified as follows:

00470.80 Payment – Add the following to the end of the section.

Add the following to end of the section: Excavation, shoring, trench spoils haul-off, bedding and pipe zone backfill aggregate backfill, and stabilization per Clackamas County standards to be included in installation cost of Catch Basin with Beehive Grate per CWS Detail 405, and Ditch Inlet with ODOT Type G2 Flat Top Lid.

END OF SECTION

SECTION 00510 - STRUCTURE EXCAVATION AND BACKFILL

Comply with Section 00510 of the Standard Specifications modified as follows:

00510.80(b)(1) Lump Sum - Add the following to the end of this subsection:

The estimated quantity of structure excavation is:

Location	Structure Excavation (Cubic Yard)
CL Station 3+90 to 5+15	1020

00510.80(d)(1) Lump Sum - Add the following to the end of this subsection::

The estimated quantities of granular backfill are:

1" - 0 Aggregate Base	440 Cubic Yard
1.5" - 0 Aggregate Base (Road Base)	100 Cubic Yard
4" to 2" Facing Stone	30 Cubic Yard
1.5" to 3/4" Granular Drain Backfill	30 Cubic Yard

END OF SECTION

SECTION 00596A - MECHANICALLY STABILIZED EARTH RETAINING WALLS

Comply with Section 00596A of the Standard Specifications modified as follows:

00596A.05 Nonproprietary Retaining Wall - Add the following to the end of this subsection:

The MSE Deep Patch System is located within an active landslide. Do not excavate beyond the specified limits as shown without approval from the Engineer. The Deep Patch geometry is not designed to meet a target capacity-to-demand ratio for global stability modes involving failure surfaces originating behind the MSE fill and exiting at the slope below the system. The system is in close proximity to a slope, and bearing capacity is evaluated in a similar manner to global stability. MSE Deep Patch System is designed to maintain roadway support at or near existing conditions while providing increased deformation tolerance. The following MSE Deep Patch System design parameters have been established for this Project:

MSE Deep Patch Location: Sta. 4+04.2 to Sta. 5+07.8 Rt

- Foundation soil unit density 120 lbs./cu. ft.
- Foundation soil angle of internal friction 28 degrees
- Retained soil unit density..... 120 lbs./cu. ft.
- Retained soil angle of internal friction 28 degrees
- Reinforced soil unit density..... 140 lbs./cu. ft.
- Reinforced soil angle of internal friction 32 degrees

Design Responsibility – Landslide Technology, an engineering consulting firm designed the MSE Deep Patch System to meet a capacity-to-demand ratio of 1.0 using the following resistance factors.

<u>Internal Stability</u>	<u>Static</u>	<u>Seismic</u>
Geogrid Reinforcement	0.9	1.2
Geogrid Connections	0.9	1.2
Pullout Resistance	0.9	1.2

<u>External Stability</u>	<u>Static</u>	<u>Seismic</u>
Sliding at base of wall	1.0	1.0
Base Eccentricity	$e/L < 0.25$	$e/L < 0.4$

Required Geogrid Tensile Properties and reduction Factors

T_{ULT}	RF_{ID}	RF_{CR}	RF_D	T_{AL}
7,810 lb/ft	1.10	2.60	1.10	2,480 lb/ft

Soil-Geogrid Interaction Coefficient (α) = 0.8

Geogrid Cover Ratio = 0.93

Design Life = 75 Years

Service-Level (Unfactored) Loading Traffic Surcharge = 250

Design Truck: See Loading Diagram Plan Sheet C3.

Site-Modified Peak Ground Acceleration = 0.40g

00596A.11 Backfill: Replace with the following paragraph:

(a) Aggregate Base Backfill - Furnish dense graded 1" - 0 aggregate base material for wall meeting the requirements of 02630.10 and the following:

(1) Material Passing No. 200 Sieve - The amount of material passing the No. 200 sieve shall not exceed 15 percent by weight. Test according to AASHTO T 11.

(2) Plasticity Index - The plasticity index of the material passing the No. 40 sieve shall not exceed 6. Test according to AASHTO T 90.

(3) Electrochemical Properties:

a. Backfill with Steel Soil Reinforcement, or Backfill with Geosynthetic Soil Reinforcement Connected to Steel Facing Units:

Property	Limits	Test Procedure
pH	5.0 - 10.0	AASHTO T 289
Resistivity*	5,000 Ω-cm (min.)	AASHTO T 288
* Backfill material with resistivity between 5,000 Ω-cm and 3,000 Ω-cm is acceptable if it meets the following:		
Property	Limits	Test Procedure
Chlorides	100 PPM (max.)	AASHTO T 291
Sulfates	200 PPM (max.)	AASHTO T 290

b. Backfill with Geosynthetic Soil Reinforcement Not Connected to Steel Facing Units:

Property	Limits	Test Procedure
pH	4.5 – 9.0*	AASHTO T 289
* 3.0 – 10.0 for temporary retaining walls.		

(4) Organic Content - The organic content of material finer than the No. 10 sieve shall not exceed 1.0 percent. Test according to AASHTO T 267.

(c) Facing Rock Fill - Furnish a durable 4" - 2" size rock material meeting the following test requirements:

Material Test	Requirement
Apparent Specific Gravity (AASHTO T85)	2.5 Minimum
% Absorption (ASSHTO T85)	6.0 Maximum
Degradation (ODOT TM 208) Passing No. 20 Sieve	35.0% Maximum
Soundness (ASSHTO T104)	

Average Loss of 2 1/2"-1 1/2" and
1 1/2"-3/4" fraction after 5 alterations 16.0%

(d) Pipe Drain Backfill - Furnish 1.5" – 3/4" granular drain backfill material for drainage pipes meeting the requirements of 00430.11.

00596A.14 Geosynthetics: Replace subsections (a), (e), and (f) with the following paragraphs:

(a) Geotextile Filter Layer for Subsurface Drainage Systems - Furnish Type 2 nonwoven riprap geotextile according to Section 02320.

(e) Welded Wire Facing Geotextile Filter - Furnish Type 2 nonwoven riprap geotextile according to Section 02320.

(f) Geosynthetic Soil Reinforcements:

(1) Geotextile - Provide geotextile according to Section 02320.

(2) Geogrid – Provide Tensar UX01500HS geogrid or equivalent according to the ODOT QPL.

Add the following subsection:

0A596.17 Cutoff Drain and Subsurface Drain Pipe:

(a) Cutoff Drain Pipe – Provide 6-inch diameter solid wall polyethylene pipe according to section 00445 and 02415. Drill wall drain pipe as shown.

(b) Subsurface Pipe - Provide 6-inch diameter solid wall polyethylene pipe according to section 00445 and 02415. Drill wall drain pipe as shown.

(c) Flexible Coupling for Culvert Pipe – Furnish and install 6" coupling supplied by Fernco, Inc. (Part No. 1056-1212) or approved equivalent to connect 6" culvert pipe to catch basin.

00596A.40(b) Nonproprietary Retaining Walls: Add the following to the end of this subsection:

A complete set of approved construction drawings and contract specifications shall be on-site at all times during the construction of the deep patch.

Locate and protect above- and below-ground utilities prior to beginning work. A private waterline is mounted on the outside of the guardrail within the project area. Contractor is responsible to protect the line and maintain flow throughout the project.

Contractor to preserve and protect existing slope inclinometer throughout construction process. Restore existing flush-mount monument at end of project.

Avoid impacts to the existing soldier pile wall south of deep patch repair. Maintain minimum 3ft offset from edge of wall to edge of excavation throughout construction. No construction records are available for the wall. Existence of a deadman or similar is possible in the roadway behind the wall face. If encountered during excavation for construction access,

contractor will bury and protect during construction and revise construction access as necessary.

The deep patch structure is designed to bear on competent, undisturbed colluvium. Engineer shall evaluate and approve subgrade materials before wall construction begins.

00596A.44 Erecting Wall Facing Units: Replace with the following paragraphs:

Placement - Install MSE Deep patch facing units at grade shown on plans. Butt facing elements end-to-end with the extended horizontal wires of one unit overlapping the adjacent unit. Attach the end vertical wires of adjacent facing units with cable ties or tie wires to maintain alignment and contain fill. Maintain facing unit batter shown herein during construction. Provide alignment control for each course of facing units and make alignment corrections as necessary. Limit horizontal deformation of individual facing units (bulging) to 2 inches between struts and between the base and top of the facing unit. Modify compaction procedures if excessive deformation of the facing unit occurs. Additional struts may be used to stiffen the facing unit.

Tolerances:

- First course of gabion basket facing within $\pm 1/4$ inch of the design horizontal alignment.
- Final out of plane concavity or convexity within ± 2 inches in 10 feet.
- Final deviation from the design batter within ± 1 inch for each 10 feet of wall height.
- Out of plane offset between consecutive rows within ± 1 inch from the planned offset.
- Finished top of wall elevation within ± 1 inch of design elevation.

00596A.46(b) Extensible Soil Reinforcement Components Geogrid Placement: Add the following to the end of the paragraphs:

Roll out geogrid perpendicular to the facing units and place geogrid over the MSE Deep patch System connection loops. The transverse bar of the geogrid (across the roll width) that bears on the connection loop may be cut in no more than five locations on each roll of geogrid. Cutting may be necessary to ensure that the transverse bar properly bears on the connection loop. Make the cuts at the non-load-bearing apertures. Attach two roll widths of geogrid to each facing unit. Insert the locking tail strut through the connection loops from the back and rotate upward to fasten to the top of the basket.

The use of bodkin connections to splice geogrid sections is not allowed.

Place a minimum of 3 inches of backfill between overlapping layers of geogrid reinforcement.

00596A.47(b) Soil Reinforcement: Add the following to the end of the bulleted list for extensible Soil reinforcement:

- Rubber-tired construction vehicles may pass over the geogrid reinforcement at speeds less than 5 mph. Avoid sudden braking and sharp turning.

- Place fill and spread over taunt grid in one direction in a manner that prevents the development of folds or slack areas with that grid and that allows for proper construction and wrapping of the outboard face.
- Moisture condition backfill to be within +/-2% of optimum. Ensure mixing of backfill to evenly incorporate water.
- Prior to placing backfill, position the face backing and install the wire struts as shown in the drawings. Place backfill and facing rock in alternating lifts. Tension geogrid by hand to eliminate slack and anchor by pinning or placing soil on the back of the geogrid.
- Place backfill from the back of the deep patch facing towards the back of the geogrid to promote proper tensioning.
- Place backfill in horizontal layers not exceeding 10 inches in uncompacted thickness for heavy compaction equipment, or 6 inches for lightweight compaction equipment. Use only lightweight equipment within 3 feet of the deep patch facing.

0596A.60 Protecting Work: Replace the second bullet item with the following:

- At the end of each workday, grade backfill surface with minimum 2% slope. Compact the backfill surface with a smooth drum roller to minimize ponding of water and saturation of the backfill. Construct temporary soil berms near the top of the excavation to prevent surface water runoff from entering the excavation.
- Protect pipe drain from contamination by fine-grained soils at all times.
- Protect upslope cut-off trench drain and pipe from contamination by fine-grained soils at all times. Route traffic to avoid drain and nonwoven geotextile, or provide minimum 6 inches sacrificial cover compacted backfill.

00596A.80 Measurement – Add the following table:

The estimated quantity of MSE Deep Patch System components are:

Station Limits	Area
Sta. 4+04.2 to 5+07.8 Rt.	550 sq. ft.

Material	Estimated Neatline Quantities	
Excavation	1020	cu. yd.
1"-0 Base Aggregate	440	cu. yd.
4"-2" Facing Stone	30	cu. yd.
1.5"-3/4" Drain Rock	30	cu. yd.
Riprap Type 2 Geotextile	580	sq. yd.
Geogrid	1975	sq. yd.
MSE Deep Patch Wall Facing	550	sq. ft.
6-inch HDPE Pipe, Perforated	125	lf.
6-inch HDPE Pipe, Solid	250	lf.

End Caps, 6-inch HDPE	1	ea.
Backflow Device, 6-inch	1	ea.

Agency approved excavation below elevations shown will be measured according to 00510.80(b).

END SECTION

SECTION 02415 – PLASTIC PIPE

Comply with Section 02415 of the Standard Specifications modified as follows:

02415.20 Solid Wall Polyethylene Pipe – Replace the sentence that begins "Furnish solid wall polyethylene pipe and fittings..." with the following: "Furnish polyethylene pipe and fittings that meet the following requirements:"

Add the following bullets to the list:

- All solid wall polyethylene pipe connections must be thermal fusion welded in accordance with manufacturer recommendations.
- Provide thermal fusion welded, prefabricated solid wall polyethylene pipe couplers, tees, and angled connections as necessary.

END SECTION

**SPECIAL PROVISIONS
FOR CONSTRUCTION**

**DEPARTMENT OF TRANSPORTATION AND
DEVELOPMENT
CLACKAMAS COUNTY, OREGON**

Grading, Drainage, & Paving

232ND Drive at MP 0.3

**232nd Drive at MP 0.3
Grading, Drainage, and Paving**

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**232nd Drive at MP 0.3
Grading, Drainage, and Paving**

SPECIAL PROVISIONS

WORK TO BE DONE

The Work to be done under this Contract consists of the following on SE 232nd Drive in Clackamas County:

1. Establish Temporary Traffic Control.
2. Remove approximately 110 linear feet of roadway.
3. Construct approximately 2500 sf of MSE deep patch.
4. Construct approximately 50 ft of cut off trench.
5. Install 300 LF of 12-inch storm drain pipe and inlet.
6. Perform additional and incidental Work, as called for by the Specifications and Plans.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project are the General Conditions for Construction for Clackamas County published by the Agency, which contain Part 00100 General Conditions and the 2021 "Oregon Standard Specifications for Construction," Parts 00200 through 03000, published by the Oregon Department of Transportation which contain the detailed "Technical Specifications".

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

CLASS OF PROJECT

This is a Federal-Aid Project.

**232nd Drive at MP 0.3
Grading, Drainage, and Paving**

**SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND
DEFINITIONS**

Comply with Section 00110 of the General Conditions for Construction for Clackamas County modified as follows:

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

- American Traffic Safety Services Association (ATSSA)
www.atssa.com
- Clackamas County's Local Contract Review Board (LCRB) Rules
<https://dochub.clackamas.us/documents/drupal/ef976bc9-14f4-495b-9bd8-c69ee7334685>
- ODOT Construction Section
www.oregon.gov/odot/construction/pages/index.aspx
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Construction Surveying Manual for Contractors
www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf
- ODOT Estimating
www.oregon.gov/ODOT/Business/Pages/Steel.aspx
- Oregon Legislative Counsel
www.oregonlegislature.gov/lc
- ORPIN
Orpin.oregon.gov
- ODOT Procurement Office - Conflict of Interest Guidelines and Disclosure Forms
www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx
- ODOT Procurement Office - Construction Contracts Unit Notice of Intent
www.oregon.gov/ODOT/Business/Procurement/Pages/NOI.aspx
- ODOT Procurement Office - Construction Contracts Unit prequalification forms
www.oregon.gov/odot/business/procurement/pages/bid_award.aspx

232nd Drive at MP 0.3
Grading, Drainage, and Paving

- Oregon Secretary of State: State Archives
sos.oregon.gov/archives/Pages/default.aspx
- ODOT Traffic Control Plans Unit
www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx
- ODOT Traffic Standards
www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx

**232nd Drive at MP 0.3
Grading, Drainage, and Paving**

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the General Conditions for Construction for Clackamas County modified as follows:

00120.70 Rejection of Nonresponsive Bids - Add the following bullet to the end of the bullet list:

- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.

**232nd Drive at MP 0.3
Grading, Drainage, and Paving**

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the General Conditions for Construction for Clackamas County.,

**232nd Drive at MP 0.3
Grading, Drainage, and Paving**

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the General Conditions for Construction for Clackamas County.

**232nd Drive at MP 0.3
Grading, Drainage, and Paving**

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the General Conditions for Construction for Clackamas County, modified as follows:

00150.15(b) Agency Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will perform the Agency responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.5 (see Section 00305).

00150.15(c) Contractor Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall perform the Contractor responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.6 (see Section 00305).

Add the following subsection:

00150.50(f) Utility Information (No Anticipated Relocations) - Within the Project limits, there are no anticipated relocations with the Utilities listed below. The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

Utility	Contact Person's Name, Address, Email, and Phone Number
Portland General Electric	Ross Cichosz, ross.cichosz@pgn.com

The Contractor shall notify, in writing, the Utilities listed above, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project.

PGE - Power Suppliers -

Energized power lines overhang portions of the Work with a minimum vertical clearance of 18 feet. The Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from the Power Supplier(s) and may require an On-Site safety watcher, at no cost to the Contractor. The Contractor shall provide the Engineer a copy of the written approval of exception before beginning Work.

**232nd Drive at MP 0.3
Grading, Drainage, and Paving**

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the General Conditions for Construction for Clackamas County modified as follows:

00160.21 Cargo Preference Act Requirements - Add the following to the end of this subsection:

Additional information may be available at the following websites:

<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>

<https://www.fhwa.dot.gov/construction/cqit/cargo/qa.cfm>.

**232nd Drive at MP 0.3
Grading, Drainage, and Paving**

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the General Conditions for Construction for Clackamas County.

**232nd Drive at MP 0.3
Grading, Drainage, and Paving**

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

Add the following subsection:

00170.06 Federal-Aid Participation - This Project is to be conducted according to the regulations applying to Federal-Aid Highway Projects.

00170.70(a) Insurance Coverages - Add the following to the end of this subsection:

The following insurance coverages and dollar amounts are required pursuant to this subsection:

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Automobile Liability	\$1,000,000	(aggregate limit not required)
Pollution Liability	\$ _____	\$ _____

00170.70(d) Additional Insured - Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insureds under the Contract:

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners
- Cardno, Inc

00170.72 Indemnity/Hold Harmless - Add the following paragraph and bullets to the end of this subsection:

Extend indemnity, defense and hold harmless to the Agency and the following:

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners
- Cardno, Inc

**232nd Drive at MP 0.3
Grading, Drainage, and Paving**

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the General Conditions for Construction for Clackamas County modified as follows:

00180.40(b) On-Site Work - Add the following paragraph to the end of the subsection:

The Contractor shall not begin On-Site Work before June 14, 2021, unless approved by the Engineer.

Add the following subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
On-Site Work	00180.40(b)
Contract Time	00180.50(h)
Closed Lanes	00220.40(e)(1)
Limited Duration Road Closure.....	00220.40(f)

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules - After the paragraph that begins "One of the following Type..." add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type A schedule as detailed in the Standard Specifications is required on this Contract.

00180.42 Preconstruction Conference - Add the following to the end of this subsection:

- Videotape of private properties affected by construction per 00150.70.

00180.50(h) Contract Time - There is one Contract Time on this Project as follows:

(X) The Contractor shall complete all Work to be done under the Contract not later than September 24, 2021

00180.85(b) Liquidated Damages - Add the following to the end of this subsection:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$600 per Calendar Day *.

* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

**232nd Drive at MP 0.3
Grading, Drainage, and Paving**

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the General Conditions for Construction for Clackamas County.

**232nd Drive at MP 0.3
Grading, Drainage, and Paving**

SECTION 00195 - PAYMENT

Comply with Section 00195 of the General Conditions for Construction for Clackamas County, modified as follows:

00195.12(d) Steel Materials Pay Item Selection - Add the following paragraph to the end of this subsection:

No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project.

**232nd Drive at MP 0.3
Grading, Drainage, and Paving**

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the General Conditions for Construction for Clackamas County.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the General Conditions for Construction for Clackamas County.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the General Conditions for Construction for Clackamas County.

**232nd Drive at MP 0.3
Grading, Drainage, and Paving**

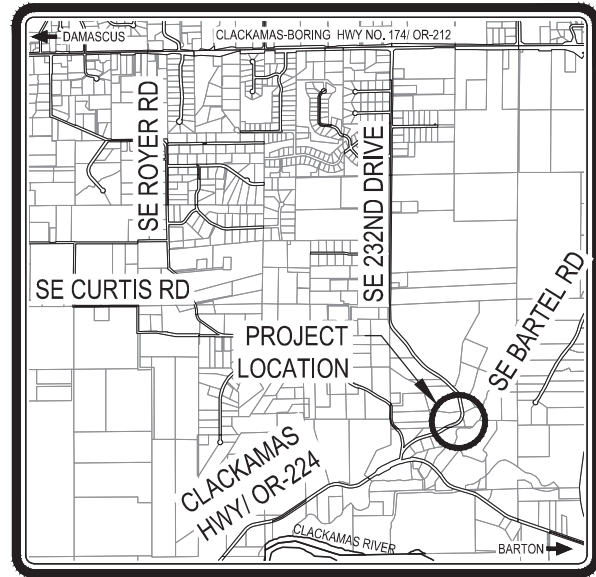
Start Technical Specifications here. Add to table of Contents.

232ND DRIVE AT MP 0.3

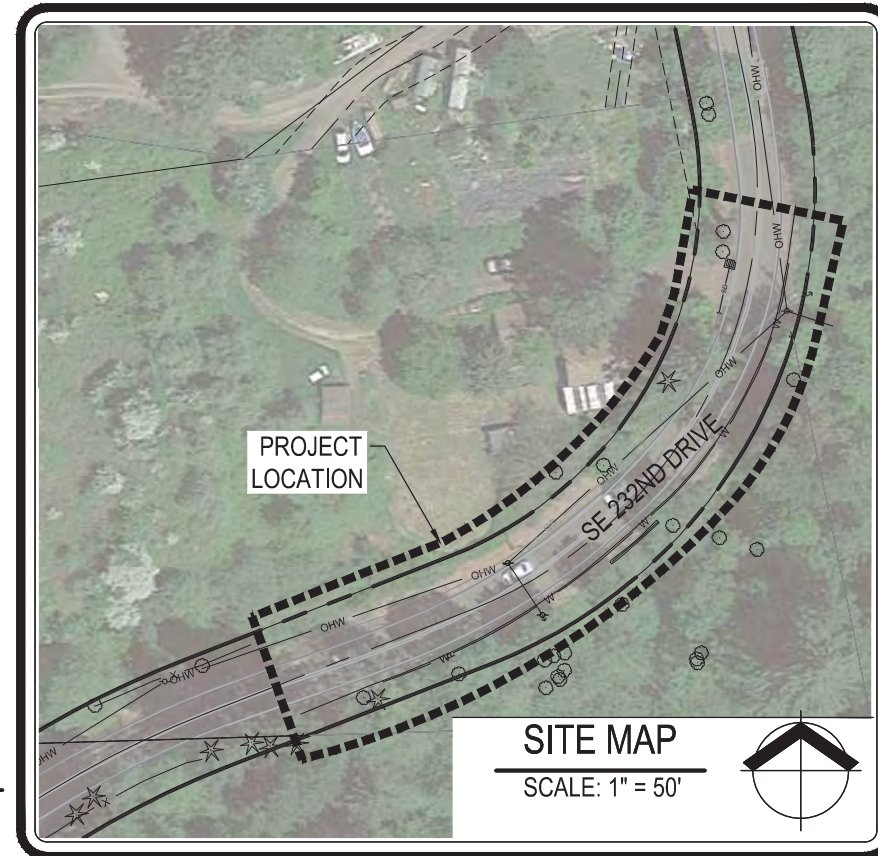
FEDERAL AID NUMBER: ER-C005(190)

CLACKAMAS COUNTY GRADING, DRAINAGE, AND PAVING

OVERALL IMPROVEMENT LIMITS: STA 1+51 TO STA 7+02 (551')
ROAD PAVING LIMITS: STA 3+89 TO STA 5+11 (122')



VICINITY MAP
SCALE: NTS



SITE MAP

SCALE: 1" = 50'

REFERENCED DETAILS

CLEAN WATER SERVICES DETAIL	405
CLACKAMAS COUNTY DETAIL	U200
CLACKAMAS COUNTY DETAIL	S300
(WITH TYPE G2 FLAT TOP LID)	
CLACKAMAS COUNTY ESC BMP	4-4
ODOT STANDARD DRAWING	RD402, RD403, RD407
ODOT STANDARD DRAWING	RD1032

UTILITY ACCURACY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH SHE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. DUE TO THE HAZARDOUS NATURE AND APPLICABLE OSHA REQUIREMENTS REGARDING CONFINED SPACES, IT IS CARDNO POLICY TO NOT SEND FIELD STAFF INTO UTILITY MANHOLES TO RETRIEVE DEPTH AND SIZE INFORMATION. INFORMATION SHOWN HEREON IS SUBJECT TO AN UNCERTAINTY IN ACCURACY DEPENDING ON DEPTH, SIZE, FLOW, AND CONSTRUCTION OF MANHOLES. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITY LINES.

SITE INFORMATION

MILEPOST 0.3 NEAR 17451 SE 232ND DRIVE, DAMASCUS, OR 97089
LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON
TAX LOT: 01001

BASIS OF BEARING

BASIS OF BEARING WAS DERIVED FROM THE OREGON COORDINATE REFERENCE SYSTEM (OCRS), PORTLAND ZONE, LAMBERT CONFORMAL CONIC PROJECTION, NAD83.

DATUM

ELEVATION DATUM: NAVD 88
BENCHMARK: DESIGNATION - PTS7 (PID - RD0181), CHECKED.
LOCATION: IN EAGLE CREEK: ABOUT 300 FEET SOUTH OF PORTLAND ELECTRICAL POWER COMPANY STATION, 48.5 FEET SOUTHWEST OF TRACK MEASURED AT RIGHT ANGLES, 40 FEET SOUTH OF THE CENTER OF MAIN CROSSROAD, 32 FEET NORTHWEST OF TRANSMISSION TOWER, ABOUT 125 FEET WEST OF THE POST OFFICE.
ELEVATION: 342.43 FEET

SHEET INDEX

C0.00	COVER SHEET
C1.00	EXISTING CONDITIONS & DEMOLITION & EROSION CONTROL PLAN
C1.01	EROSION CONTROL DETAILS
C2.00	COMPOSITE UTILITY PLAN
C2.01	STORM PROFILE
C3.00-3.01	CONSTRUCTION REQUIREMENTS FOR MSE DEEP PATCH (GEOTECH)
C3.02-C3.03	PLAN VIEW (GEOTECH)
C3.04-C3.05	ELEVATION VIEW I-2 (GEOTECH)
C3.06	TYPICAL SECTION (GEOTECH)
C3.07	CUT OFF AND SUBSURFACE DRAINS (GEOTECH)
C3.08-C3.10	TYPICAL DETAILS 1-3 (GEOTECH)
C4.00-C4.01	UTILITY DETAILS I-II
TC-1	DETOUR PLAN (TRAFFIC)
TC-2-TC-3	TRAFFIC CONTROL PLAN (TRAFFIC)
ST-1	STRIPING PLAN (TRAFFIC)

PROJECT TEAM

OWNER

CLACKAMAS COUNTY TRANSPORTATION AND DEVELOPMENT
ATTN: MIKE WARD, PE
150 BEAVERCREEK RD
OREGON CITY, OR 97045
PHONE: (503) 742-4688

CIVIL / PRIME CONSULTANT

CARDNO
ATTN: JIM HARPER, PE
6720 S MACADAM AVE, SUITE 150
PORTLAND, OR 97219
PHONE: (503) 419-2500

GEOTECHNICAL

LANDSLIDE TECHNOLOGIES
ATTN: BRENT BLACK, CEG, LHG, RG
10250 SW GREENBURG RD, SUITE 111
PORTLAND, OR 97223
PHONE: (503) 452-1200

TRAFFIC

GLOBAL TRANSPORTATION ENGINEERING
ATTN: MONICA LEAL, PE
227 SW PINE STREET, SUITE 220
PORTLAND, OR 97204
PHONE: (503) 719-7997

ENVIRONMENTAL

CAMPBELL ENVIRONMENTAL
ATTN: ERIC CAMPBELL
4251 NE HAZELFERN PLACE
PORTLAND, OR 97213
PHONE: (503) 680-8390

COVER SHEET

232nd DRIVE AT MILE POST 0.3

PROJECT NO.: 2226"9"

DATE: 12/03/2020

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DIRECTOR



DAN JOHNSON

DESIGNED BY:	DJM
DRAFTED BY:	DJM
CHECKED BY:	JAH

BID SET

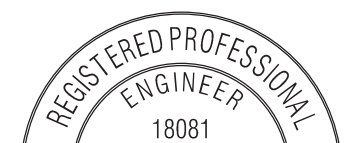
REVISIONS

NO. DATE:

Sheet No.

CLACKAMAS COUNTY CONCURRENCE

CAPITAL PROJECT SUPERVISOR DATE



RENEWS: 06/30/2021

OREGON UTILITY
NOTIFICATION CENTER
1-800-332-2344



C0.00

DEMOLITION NOTES

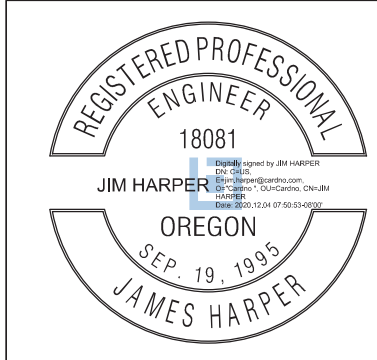
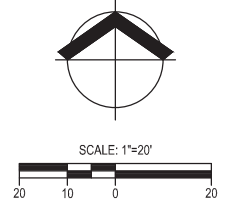
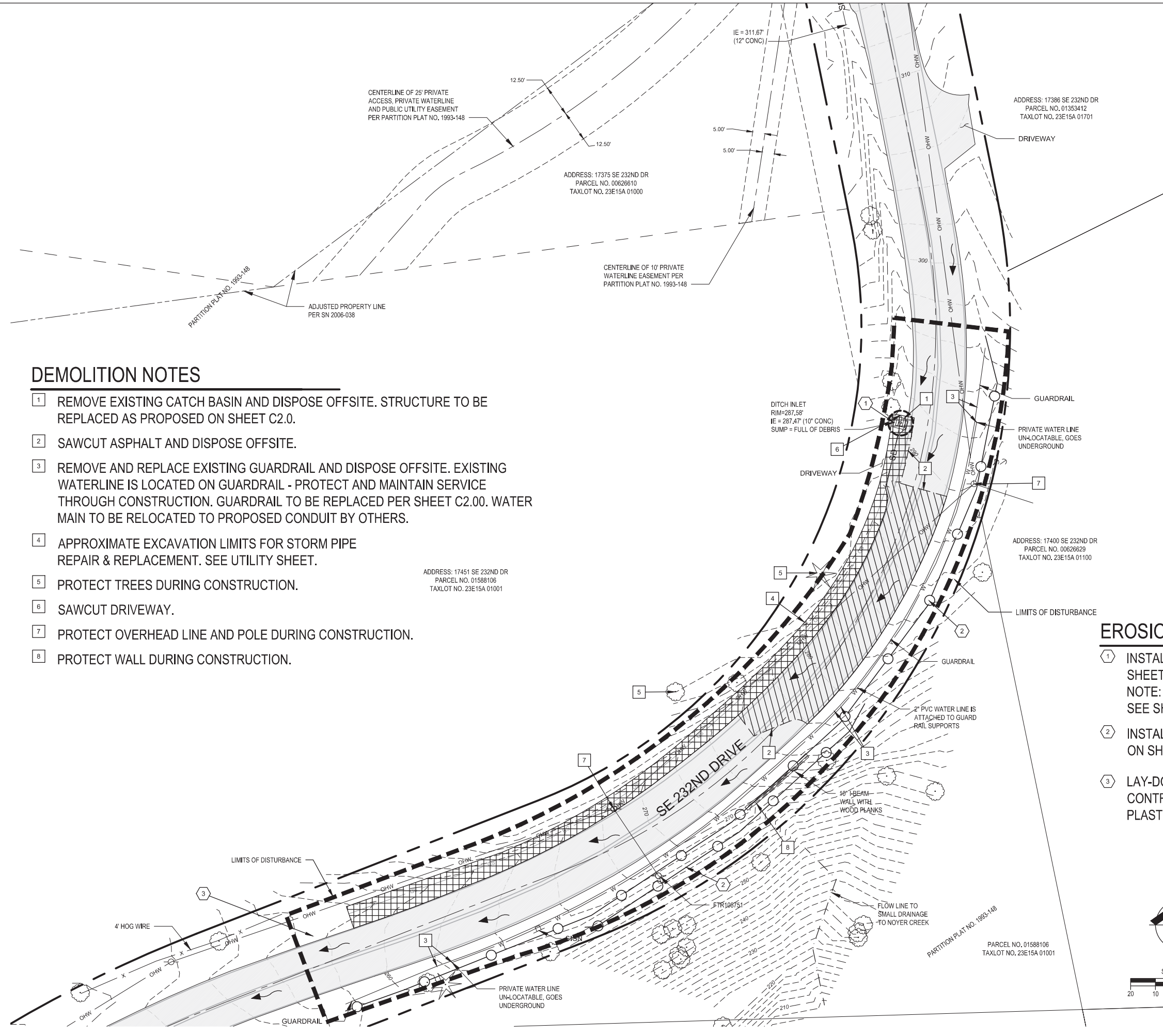
- 1 REMOVE EXISTING CATCH BASIN AND DISPOSE OFFSITE. STRUCTURE TO BE REPLACED AS PROPOSED ON SHEET C2.0.
- 2 SAWCUT ASPHALT AND DISPOSE OFFSITE.
- 3 REMOVE AND REPLACE EXISTING GUARDRAIL AND DISPOSE OFFSITE. EXISTING WATERLINE IS LOCATED ON GUARDRAIL - PROTECT AND MAINTAIN SERVICE THROUGH CONSTRUCTION. GUARDRAIL TO BE REPLACED PER SHEET C2.00. WATER MAIN TO BE RELOCATED TO PROPOSED CONDUIT BY OTHERS.
- 4 APPROXIMATE EXCAVATION LIMITS FOR STORM PIPE REPAIR & REPLACEMENT. SEE UTILITY SHEET.
- 5 PROTECT TREES DURING CONSTRUCTION.
- 6 SAWCUT DRIVEWAY.
- 7 PROTECT OVERHEAD LINE AND POLE DURING CONSTRUCTION.
- 8 PROTECT WALL DURING CONSTRUCTION.

EROSION CONTROL NOTES

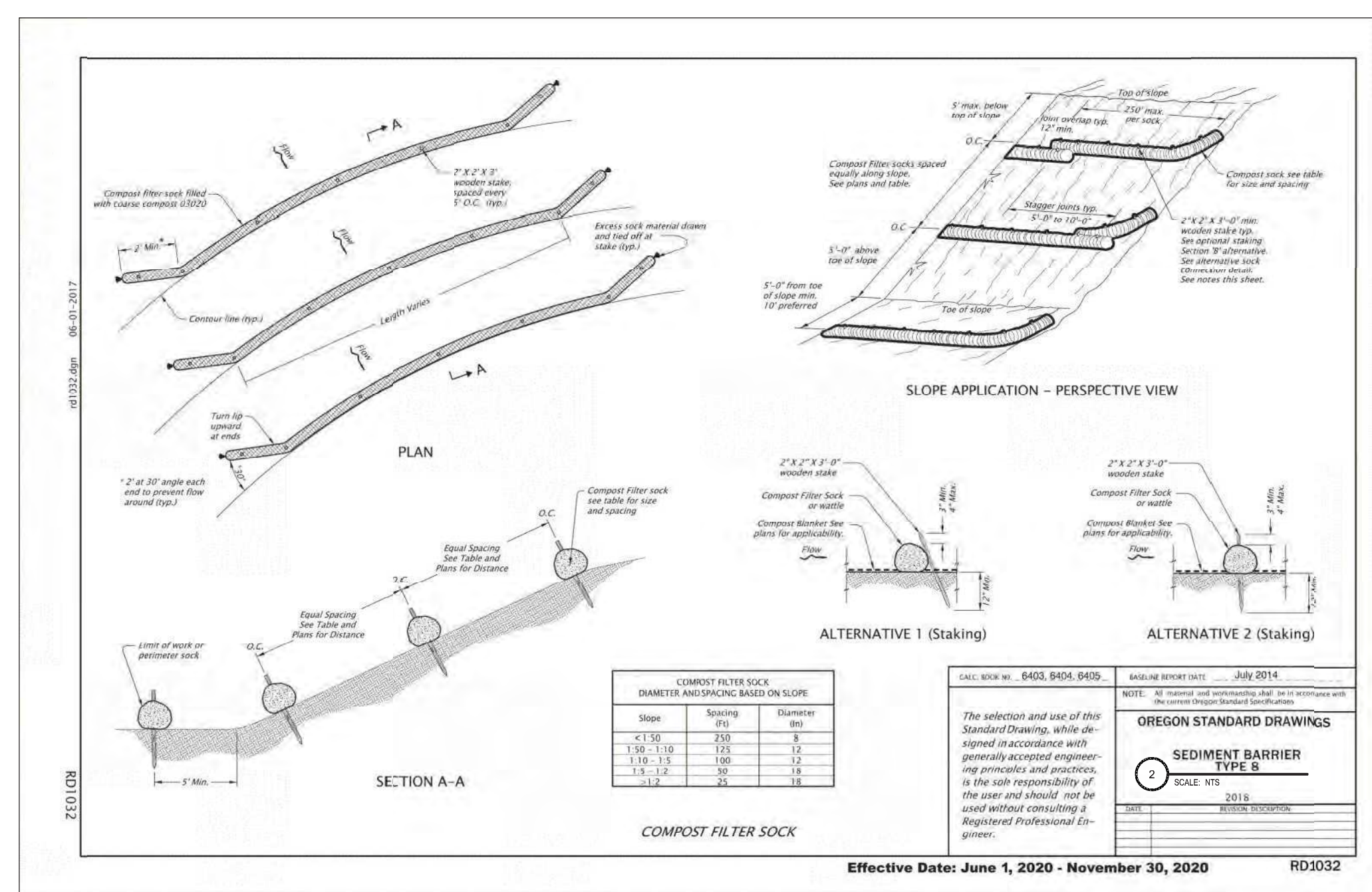
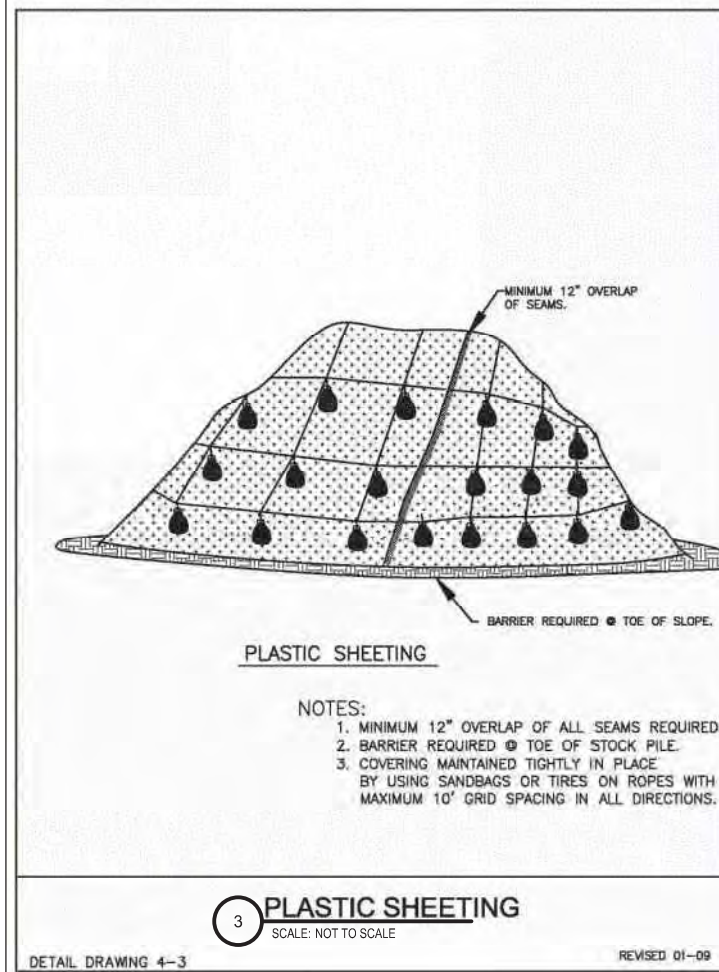
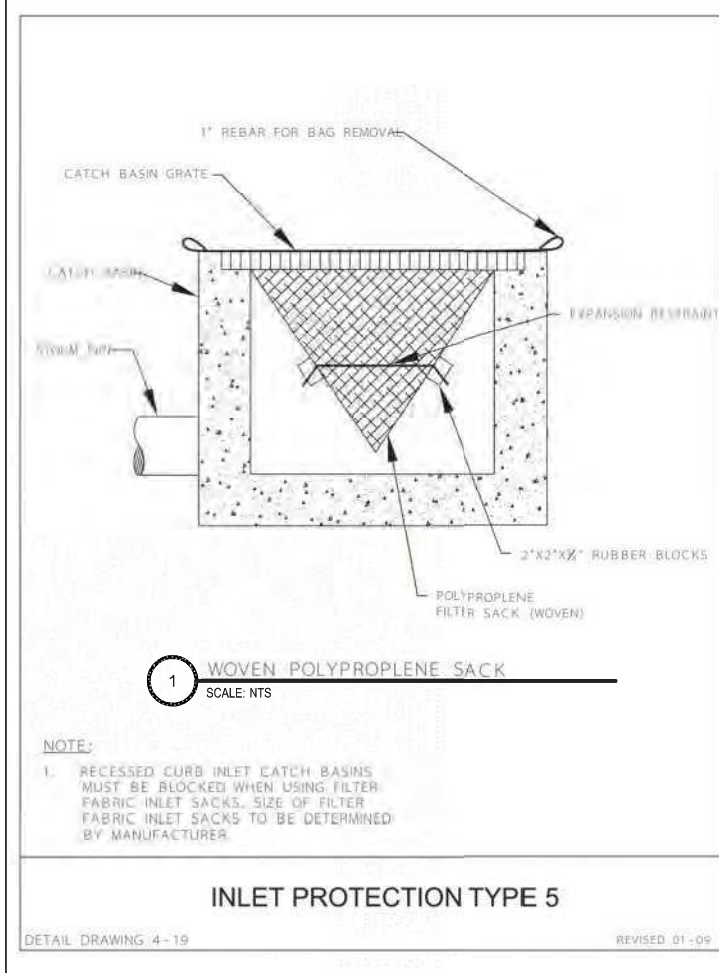
- 1 INSTALL INLET PROTECTION TYPE 5 PER WES DETAIL 1 ON SHEET C1.01.
NOTE: INSTALL PROTECTION ON DOWN-SLOPE INLETS. SEE SHEET C2.00
- 2 INSTALL SEDIMENT BARRIER TYPE 8 PER DETAIL 2 ON SHEET C1.01.
- 3 LAY-DOWN AND STOCKPILE AREAS TO BE DETERMINED BY CONTRACTOR. COVER STOCKPILED MATERIAL WITH PLASTIC SHEETING PER DETAIL 3 ON SHEET C1.01.

LEGEND

- LIMITS OF DISTURBANCE
- - - 215 - MAJOR CONTOUR
- - - 214 - MINOR CONTOUR
- EXISTING BOUNDARY LINE
- - - EXISTING CENTERLINE
- - - EXISTING RIGHT-OF-WAY LINE
- - - EASEMENT LINE
- x - FENCE LINE, TYPE AS NOTED
- SD - STORM DRAINAGE LINE
- W - WATER LINE
- OHW - OVERHEAD WIRE
- █ - EXISTING ASPHALT SURFACE, UNLESS OTHERWISE NOTED
- - FD 5/8" IR WITH YPC MARKED "GAYLORD PLS 929" PER PARTITION PLAT NO. 1993-148 - HELD UNLESS OTHERWISE NOTED
- ▣ - DITCH INLET
- - UTILITY POLE
- ⊥ - GUY WIRE
- ⊠ - SIGN POST
- ★ - CONIFEROUS TREE
- - DECIDUOUS TREE
- ▨ - UTILITY TRENCH
- ▩ - REMOVE ASPHALT
- ▧ - SAWCUT
- ✕ - REMOVE TREE
- - INLET PROTECTION
- - DRAINAGE DIRECTION
- - SEDIMENT BARRIER TYPE 8



EXISTING CONDITIONS & DEMO & EC PLAN	
232nd DRIVE AT MILE POST 0.3	
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	DIRECTOR DAN JOHNSON
DESIGNED BY: D.J.M.	DRAFTED BY: D.J.M.
NO. DATE:	CHECKED BY: J.A.H.
REVISIONS	BID SET
Sheet No.	C1.00
DATE: 12/03/2020 PROJECT NO.: 2226"9"	



EROSION CONTROL DETAILS

232nd DRIVE AT MILE POST 0.3

DATE: 12/03/2020 PROJECT NO.: 2226"9"

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DIRECTOR
DAN JOHNSON

SEDIMENT BARRIER TYPE 8
SCALE: NTS

2018

DESIGNED BY: D.J.M. DRAFTED BY: D.J.M. CHECKED BY: J.A.H.

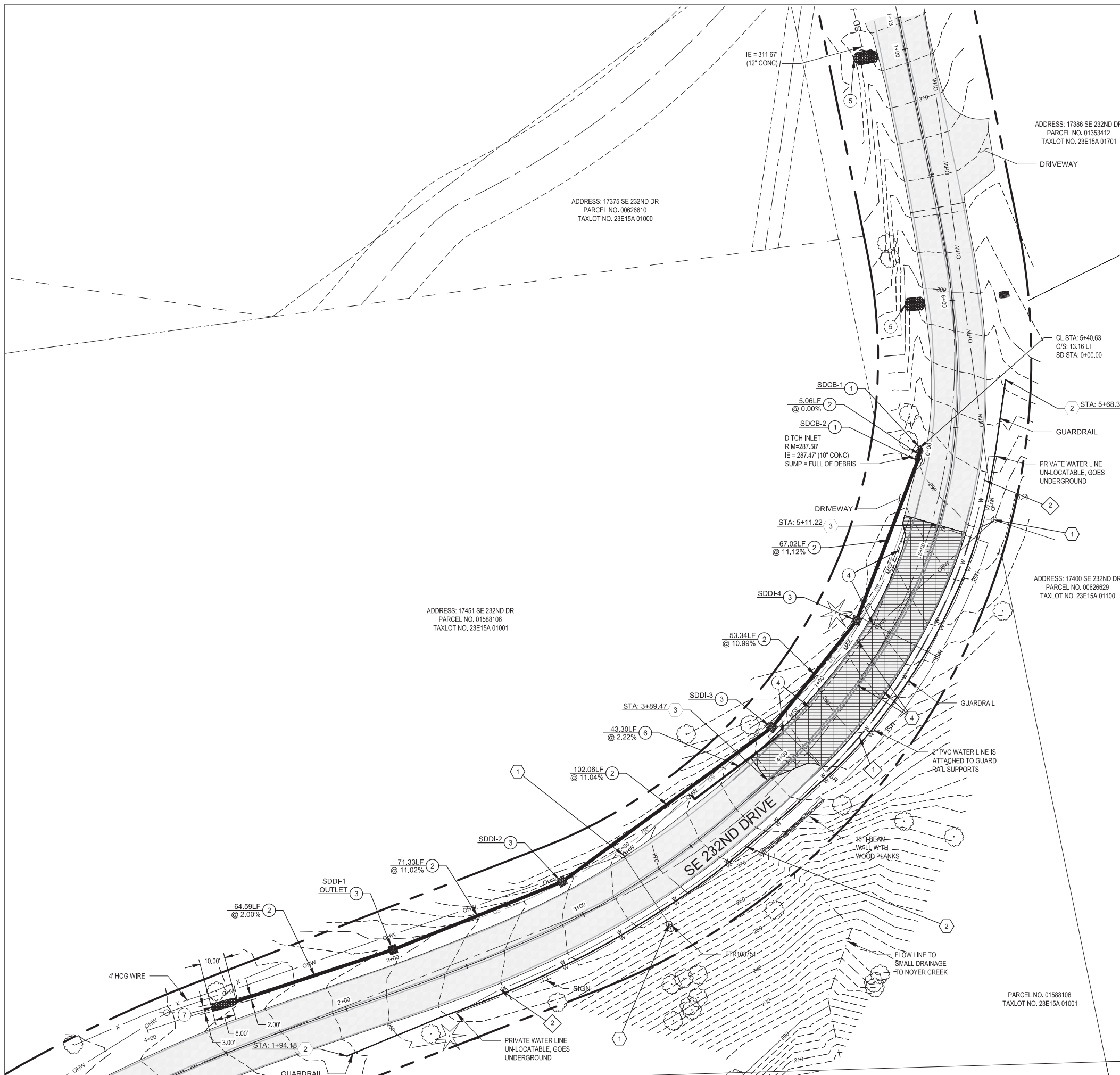
BID SET

REVISIONS

NO. DATE:

Sheet No. C1.01

REGISTERED PROFESSIONAL ENGINEER
18081
JIM HARPER
OREGON
SEP. 19, 1995
JAMES HARPER
RENEWS: 06/30/2021



STORMWATER NOTES

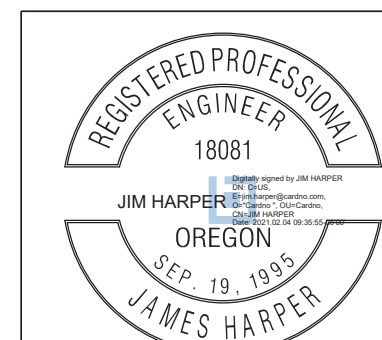
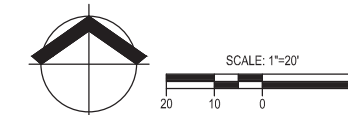
- ① INSTALL CATCH BASIN WITH BEEHIVE GRATE PER CWS DETAIL 405 ON SHEET C4.0. AFTER INSTALLATION, FURNISH WITH INLET PROTECTION TYPE 5 PER DETAIL 1 ON SHEET C1.01.
- ② INSTALL 12" HDPE PIPE PER CLACKAMAS COUNTY DETAIL U200 ON SHEET C4.1. PERMANENTLY STABILIZE AND RESTORE DITCH OR UPLAND AREA.
- ③ INSTALL DITCH INLET WITH ODOT TYPE G2 FLAT TOP LID SET TO DITCH ELEVATION. DITCH INLET STRUCTURE PER CLACKAMAS COUNTY DETAIL S300 ON SHEET C4.00 AND TYPE G2 FLAT TOP LID ON SHEET C4.01. AFTER INSTALLATION, FURNISH WITH INLET PROTECTION TYPE 5 PER DETAIL 1 ON SHEET C1.01.
- ④ PROPOSED SUBSURFACE DRAIN FOR DEEP PATCH REPAIR. REFER TO SHEET C3.07 FOR DETAIL.
- ⑤ INSTALL ROCK CHECK DAM PER CLACKAMAS COUNTY EROSION CONTROL 4-4 ON SHEET C4.0.
- ⑥ INSTALL 6" HDPE PIPE PER CLACKAMAS COUNTY DETAIL U200 ON SHEET C4.1 AND CONNECT TO PROPOSED SUBSURFACE DRAIN AND DAYLIGHT DRAIN TO EXISTING DITCH.
- ⑦ INSTALL RIPRAP APRON COMPRISED OF A 12" LAYER OF 2"-4" QUARRY STONE INSTALLED OVER FILTER BLANKET PER PLAN.

WATER NOTES

- ① INSTALL 110 LF 4" CONDUIT INSTALLED ABOVE MECHANICALLY STABILIZED DEEP PATCH - REFER TO DEEP PATCH PLANS FOR DETAIL.
- ② PROPOSED RELOCATION OF WATERLINE TO NEW CONDUIT BY OTHERS. CONTRACTOR TO COORDINATE WITH WATER DISTRICT.

GENERAL CONSTRUCTION NOTES

- ① EXISTING UTILITY POLE TO BE PROTECTED IN-PLACE THROUGHOUT CONSTRUCTION.
- ② INSTALL NEW TYPE 2A GUARDRAIL WITH TERMINAL, BURIED IN BACKSLOPE (NORTH END) AND TL-3 SOFTSTOP TERMINAL (SOUTH END) PER ODOT STANDARD DETAILS RD402, RD404, RD407, RD419, RD421, RD436, RD437. GUARDRAIL EXTENTS AND LOCATION TO MATCH EXISTING CONDITION - STA 1+94.18 TO STA 5+68.32.
- ③ INSTALL PAVEMENT SECTION PER DETAIL 1 ON SHEET C4.01.
- ④ PROPOSED STRIPING. SEE SHEET ST-1.



RENEWS:06/30/2021

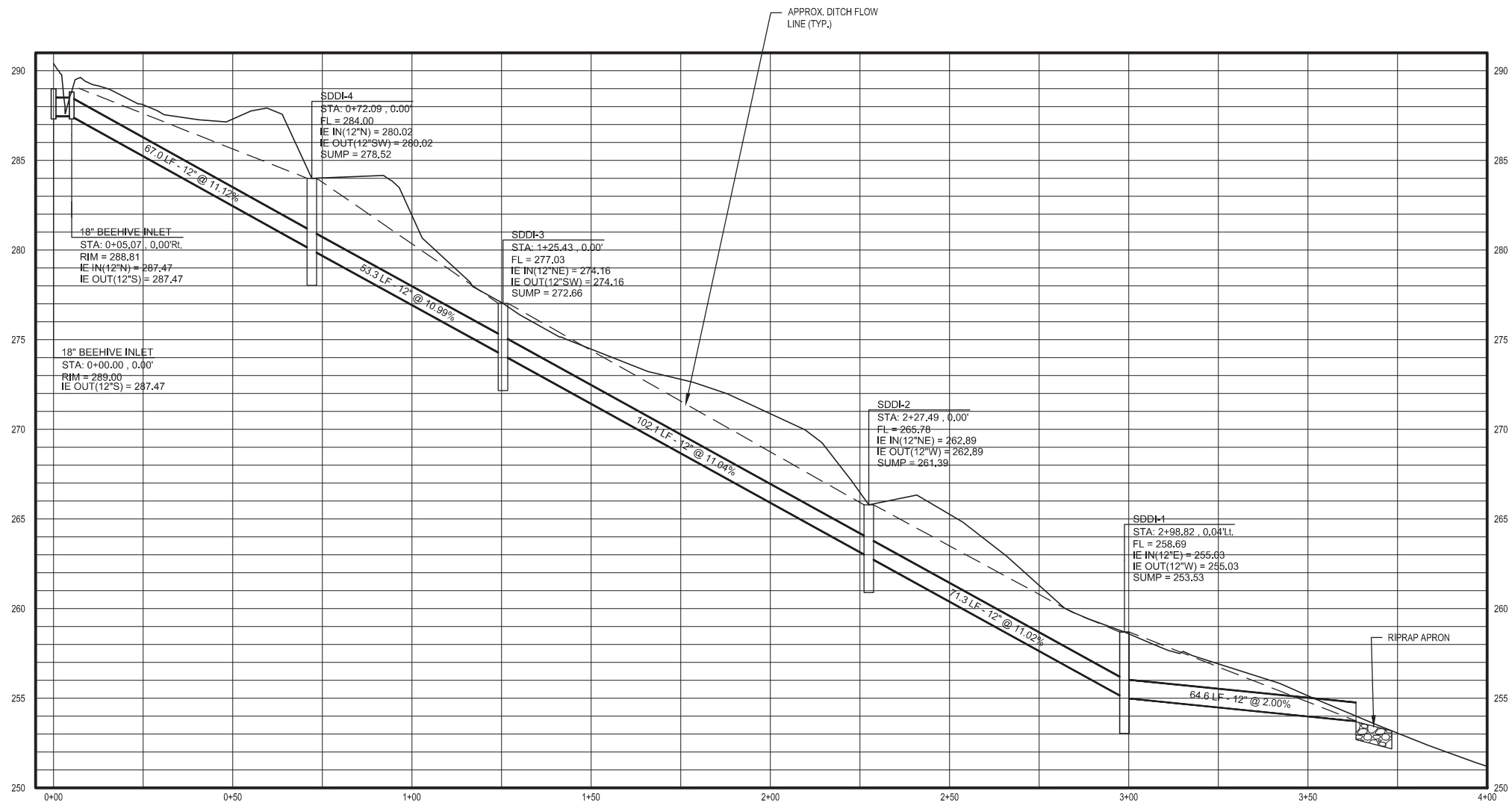
COMPOSITE UTILITY PLAN
 232nd DRIVE AT MILE POST 0.3
 DATE: 12/03/2020 PROJECT NO.: 2226"9"

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045
 DIRECTOR
 DAN JOHNSON

DESIGNED BY:	DJM
DRAFTED BY:	DJM
CHECKED BY:	JAH
NO. DATE:	
Sheet No.	C2.00

BID SET

REVISIONS



STORM DRAIN PROFILE
 HORIZONTAL SCALE: 1" = 20'
 VERTICAL SCALE: 1" = 4'

STORM PROFILE

232nd DRIVE AT MILE POST 0.3

DATE: 12/03/2020 PROJECT NO.: 2226"9"

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

DIRECTOR



DAN JOHNSON

DESIGNED BY: D.J.M.
 DRAFTED BY: D.J.M.
 CHECKED BY: J.A.H.

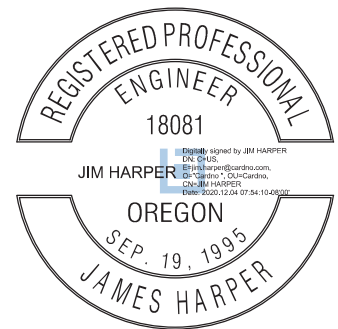
REVISIONS

NO. DATE:

Sheet No.

C2.01

BID SET



RENEWS: 06/30/2021

G:\2800\2827 - SE 232nd Drive MP 0.3 Slide\Design\DWG\Sheets\1 - Construction Requirements.dgn :: General Notes Page 1 7/7/2020 7:36:37 AM D\sparby

CONSTRUCTION REQUIREMENTS FOR MECHANICALLY STABILIZED EARTH (MSE) DEEP PATCH SYSTEM

1.0 PROJECT INTRODUCTION

1.1 THE DEEP PATCH SYSTEM FOR THE SE 232ND DRIVE MP 0.3 SLIDE MITIGATION PROJECT IS A GEOGRID-REINFORCED FILL. DRAWINGS AND ASSOCIATED ANALYSES ARE PRESENTED BY LANDSLIDE TECHNOLOGY, INC. (ENGINEER) UNDER A SUBCONTRACT AGREEMENT WITH CARDNO AND CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION (CLIENT) FOR USE BY THE CONTRACTOR.

1.2 DEEP PATCH IS LOCATED WITHIN AN ACTIVE LANDSLIDE. DO NOT EXCAVATE BEYOND THE LIMITS SHOWN WITHOUT APPROVAL FROM THE ENGINEER.

1.3 WORKSITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. PERFORM ALL WORK IN A MANNER THAT PROTECTS THE PUBLIC AND CONSTRUCTION PERSONNEL. LOCATE ABOVE- AND BELOW-GROUND UTILITIES PRIOR TO BEGINNING WORK.

2.0 DESIGN RESPONSIBILITY

2.1 ENGINEER RESPONSIBILITY
LANDSLIDE TECHNOLOGY HAS DESIGNED THE MSE DEEP PATCH SYSTEM TO MEET A CAPACITY-TO-DEMAND RATIO OF 1.0 USING THE FOLLOWING RESISTANCE FACTORS.

2.1.1 INTERNAL STABILITY	STATIC	SEISMIC
GEOGRID REINFORCEMENT	0.9	1.2
GEOGRID CONNECTIONS	0.9	1.2
PULLOUT RESISTANCE	0.9	1.2

2.1.2 EXTERNAL STABILITY	STATIC	SEISMIC
SLIDING AT BASE OF DEEP PATCH	1.0	1.0
BASE ECCENTRICITY	$e/L < 0.2S$	$e/L < 0.40$

2.1.3 THE DEEP PATCH STRUCTURE HAS BEEN DESIGNED TO REINFORCE THE ROAD EMBANKMENT ALONG SE 232ND DRIVE DUE TO SLOPE INSTABILITY. THE DEEP PATCH CONSISTS OF A ROADWAY SECTION REINFORCED WITH GEOGRIDS TO HELP IMPROVE SHORT-TERM ROADWAY PERFORMANCE OVER SMALL SLOPE FAILURES. THE SYSTEM DOES NOT IMPROVE SLOPE STABILITY AND UNDERLYING CONDITIONS CONTRIBUTING TO THE LANDSLIDE.

2.1.4 THE DEEP PATCH IS LOCATED WITHIN AN ACTIVE LANDSLIDE. THE GEOMETRY IS NOT DESIGNED TO MEET A TARGET CAPACITY-TO-DEMAND RATIO FOR GLOBAL STABILITY MODES INVOLVING FAILURE SURFACES ORIGINATING WITHIN OR BEHIND THE MSE FILL AND EXITING AT THE SLOPE BELOW THE DEEP PATCH. THE DEEP PATCH IS IN CLOSE PROXIMITY TO A SLOPE, AND BEARING CAPACITY WILL BE EVALUATED BY VISUAL INSPECTION IN MANNER THAT WILL NOT ADDRESS GLOBAL STABILITY. THE DEEP PATCH IS DESIGNED TO MAINTAIN ROADWAY SUPPORT WHILE PROVIDING INCREASED DEFORMATION TOLERANCE.

3.0 DESIGN PARAMETERS

3.1 DESIGN OF THE DEEP PATCH IS BASED ON THE PUBLICATION "DESIGN AND CONSTRUCTION OF MECHANICALLY STABILIZED EARTH WALLS AND REINFORCED SOIL SLOPES" (FHWA-NHI-10-024 AND -025, 2009 [2 VOLUMES]).

3.2 SOIL PROPERTIES

	MOIST UNIT WEIGHT (PCF)	FRICTION ANGLE (DEG)	COHESION (PSF)
REINFORCED FILL	140	32	0
RETAINED SOIL	120	28	0
FOUNDATION SOIL	120	28	0

3.3 GEOGRID PROPERTIES

3.3.1 TENSILE PROPERTIES AND REDUCTION FACTORS	Tult (LB/FT)	RFid	RFcr	RFd	Tal (LB/FT)
GEOGRID TYPE					
STRUCTURAL UNIAXIAL	7,810	1.10	2.60	1.10	2,860

3.3.2 SOIL-GEOGRID INTERACTION COEFFICIENT (α) = 0.8

3.3.3 GEOGRID COVERAGE RATIO = 0.93

3.4 MSE COMPONENT DESIGN LIFE = 75 YEARS

3.5 SERVICE-LEVEL (UNFACTORED) LOADING

3.5.1 TRAFFIC SURCHARGE = 250 PSF

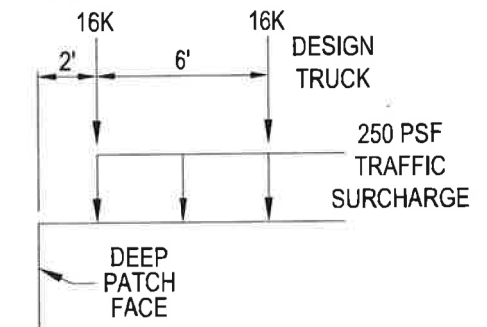
3.5.2 DESIGN TRUCK: SEE LOADING DIAGRAM, THIS SHEET

3.5.3 SITE-MODIFIED PEAK GROUND ACCELERATION = 0.20g

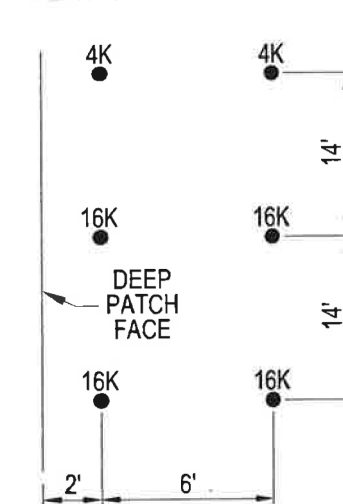
3.6 HYDROSTATIC PRESSURE

PHREATIC SURFACES ARE NOT CONSIDERED IN THE DESIGN OF THE DEEP PATCH SYSTEM. SUBSURFACE DRAINAGE SYSTEM IS INCLUDED IN THE DESIGN DRAWINGS.

PROFILE VIEW:



PLAN VIEW:



232nd DRIVE AT MILE POST 0.3

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 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045
 M. BARBARA CARTMILL DIRECTOR

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REVISIONS

NO. DATE:

Sheet No. **C3.00**

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CONSTRUCTION REQUIREMENTS FOR MECHANICALLY STABILIZED EARTH (MSE) DEEP PATCH SYSTEM

4.0 CONSTRUCTION

- | | | |
|--|--|--|
| <p>4.1 A COMPLETE SET OF APPROVED CONSTRUCTION DRAWINGS AND CONTRACT SPECIFICATIONS SHALL BE ON-SITE AT ALL TIMES DURING THE CONSTRUCTION OF THE DEEP PATCH.</p> <p>4.2 LOCATE AND PROTECT ABOVE- AND BELOW-GROUND UTILITIES PRIOR TO BEGINNING WORK.</p> <p>4.3 A PRIVATE WATER LINE IS MOUNTED ON THE OUTSIDE OF THE GUARDRAIL WITHIN THE PROJECT AREA. CONTRACTOR IS RESPONSIBLE TO PROTECT THE LINE AND MAINTAIN FLOW THROUGHOUT THE PROJECT.</p> <p>4.4 CONTRACTOR TO PRESERVE AND PROTECT EXISTING SLOPE INCLINOMETER THROUGHOUT CONSTRUCTION PROCESS. RESTORE EXISTING FLUSH-MOUNT MONUMENT AT END OF PROJECT.</p> <p>4.5 AVOID IMPACTS TO THE EXISTING SOLDIER PILE WALL SOUTH OF DEEP PATCH. MAINTAIN MINIMUM 3FT OFFSET FROM EDGE OF WALL TO EDGE OF EXCAVATION THROUGHOUT CONSTRUCTION. NO CONSTRUCTION RECORDS ARE AVAILABLE FOR THE WALL. EXISTENCE OF A DEADMAN OR SIMILAR IS LIKELY IN THE ROADWAY BEHIND THE WALL FACE. IF ENCOUNTERED DURING EXCAVATION FOR CONSTRUCTION ACCESS, BURY AND PROTECT DURING CONSTRUCTION AND REVISE CONSTRUCTION ACCESS AS NECESSARY.</p> <p>4.6 THE DEEP PATCH STRUCTURE IS DESIGNED TO BEAR ON UNDISTURBED LANDSLIDE DEBRIS. ENGINEER SHALL EVALUATE AND APPROVE SUBGRADE MATERIALS BEFORE DEEP PATCH STRUCTURE CONSTRUCTION BEGINS.</p> <p>4.7 DEEP PATCH FACING</p> <p>4.7.1 THE CONTRACTOR IS RESPONSIBLE TO SURVEY AND LAYOUT THE MSE DEEP PATCH FACING AS SHOWN ON THE CONTRACT DRAWINGS.</p> <p>4.7.2 INSTALL MSE FACING UNITS ON LEVEL GRADE, PARALLEL TO THE EXISTING ROADWAY GRADE. BUTT FACING ELEMENTS END-TO-END WITH THE EXTENDED HORIZONTAL WIRES OF ONE UNIT OVERLAPPING THE ADJACENT UNIT. ATTACH THE END VERTICAL WIRES OF ADJACENT FACING UNITS WITH CABLE TIES OR TIE WIRES TO MAINTAIN ALIGNMENT AND CONTAIN FILL. MAINTAIN FACING UNIT BATTER SHOWN HEREIN DURING CONSTRUCTION. PROVIDE ALIGNMENT CONTROL FOR EACH COURSE OF FACING UNITS AND MAKE ALIGNMENT CORRECTIONS AS NECESSARY. LIMIT HORIZONTAL DEFORMATION OF INDIVIDUAL FACING UNITS (BULGING) TO 2 INCHES BETWEEN STRUTS AND BETWEEN THE BASE AND TOP OF THE FACING UNIT. MODIFY COMPACTION PROCEDURES IF EXCESSIVE DEFORMATION OF THE FACING UNIT OCCURS. ADDITIONAL STRUTS MAY BE USED TO STIFFEN THE FACING UNIT.</p> <p>4.8 GEOGRID PLACEMENT</p> <p>4.8.1 ROLL OUT GEOGRID PERPENDICULAR TO THE FACING UNITS AND PLACE GEOGRID OVER THE MSE CONNECTION LOOPS. THE TRANSVERSE BAR OF THE GEOGRID (ACROSS THE ROLL WIDTH) THAT BEARS ON THE CONNECTION LOOP MAY BE CUT IN NO MORE THAN FIVE LOCATIONS ON EACH ROLL OF GEOGRID. CUTTING MAY BE NECESSARY TO ENSURE THAT THE TRANSVERSE BAR PROPERLY BEARS ON THE CONNECTION LOOP. MAKE THE CUTS AT THE NON-LOAD-BEARING APERTURES. ATTACH TWO ROLL WIDTHS OF GEOGRID TO EACH FACING UNIT. INSERT THE LOCKING TAIL STRUT THROUGH THE CONNECTION LOOPS FROM THE BACK AND ROTATE UPWARD TO FASTEN TO THE TOP OF THE BASKET.</p> | <p>4.8.2 DO NOT OPERATE TRACKED EQUIPMENT DIRECTLY ON THE GEOGRID REINFORCEMENT. A MINIMUM BACKFILL THICKNESS OF 6 INCHES IS REQUIRED TO OPERATE TRACKED EQUIPMENT OVER THE GEOGRID REINFORCEMENT. MINIMIZE TURNING OF TRACKED VEHICLES TO PREVENT TRACKS FROM DISPLACING FILL AND/OR GEOGRID REINFORCEMENT. RUBBER-TIRED VEHICLES MAY PASS OVER THE GEOGRID REINFORCEMENT AT SPEEDS LESS THAN 5 MPH. AVOID SUDDEN BRAKING AND SHARP TURNING.</p> <p>4.8.3 PLACE A MINIMUM OF 3 INCHES OF BACKFILL BETWEEN OVERLAPPING LAYERS OF GEOGRID REINFORCEMENT.</p> <p>4.9 BACKFILL PLACEMENT</p> <p>4.9.1 PLACE FILL AND SPREAD OVER TAUT GRID IN ONE DIRECTION IN A MANNER THAT PREVENTS THE DEVELOPMENT OF FOLDS OR SLACK AREAS WITHIN THE GRID AND THAT ALLOWS FOR PROPER CONSTRUCTION AND WRAPPING OF THE OUTBOARD FACE.</p> <p>4.9.2 MOISTURE CONDITION BACKFILL TO BE WITHIN +/-2% OF OPTIMUM. ENSURE MIXING OF BACKFILL TO EVENLY INCORPORATE WATER.</p> <p>4.9.3 PRIOR TO PLACING BACKFILL, POSITION THE FACE BACKING AND INSTALL THE WIRE STRUTS AS SHOWN IN THE DRAWINGS. PLACE BACKFILL AND FACING ROCK IN ALTERNATING LIFTS. TENSION GEOGRID BY HAND TO ELIMINATE SLACK AND ANCHOR BY PINNING OR PLACING SOIL ON THE BACK OF THE GEOGRID.</p> <p>4.9.4 PLACE BACKFILL FROM THE BACK OF THE DEEP PATCH FACING BASKET TOWARDS THE BACK OF THE GEOGRID TO PROMOTE PROPER TENSIONING.</p> <p>4.9.5 PLACE BACKFILL IN HORIZONTAL LAYERS NOT EXCEEDING 10 INCHES IN UNCOMPACTED THICKNESS FOR HEAVY COMPACTION EQUIPMENT, OR 6 INCHES FOR LIGHTWEIGHT COMPACTION EQUIPMENT. USE ONLY LIGHTWEIGHT EQUIPMENT WITHIN 3 FEET OF THE DEEP PATCH FACING.</p> <p>4.9.6 COMPACT BACKFILL TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY AASHTO T-99 (STANDARD PROCTOR).</p> <p>4.10 EXISTING STORM DRAIN PIPE REPLACEMENT</p> <p>4.10.1 REMOVE EXISTING CONCRETE TILE STORMWATER PIPE ALONG INBOARD DITCH FROM INLET TO NEWLY CONSTRUCTED STORMWATER OUTLET. REPLACEMENT PIPE WILL BE 12-INCH HDPE.</p> <p>4.10.2 TIE IN DEEP PATCH AGGREGATE DRAIN PIPE WITH SADDLE CONNECTION DOWNSLOPE OF DEEP PATCH REPAIR AREA.</p> <p>4.10.3 DISPOSE OF DEMOLISHED PIPE OFF-SITE IN A LEGAL MANNER.</p> <p>4.11 SEQUENCING OF WORK</p> <p>4.11.1 AT THE END OF EACH WORKDAY, GRADE BACKFILL SURFACE WITH MINIMUM 2% SLOPE. COMPACT THE BACKFILL SURFACE WITH A SMOOTH DRUM ROLLER TO MINIMIZE PONDING OF WATER AND SATURATION OF THE BACKFILL. CONSTRUCT TEMPORARY SOIL BERMS NEAR THE TOP OF THE EXCAVATION TO PREVENT SURFACE WATER RUNOFF FROM ENTERING THE EXCAVATION.</p> | <p>4.11.2 PROTECT PIPE DRAIN FROM CONTAMINATION BY FINE-GRAINED SOILS AT ALL TIMES.</p> <p>4.11.3 RESTORE WATERLINE IN PLANNED CONDUIT WITHIN DEEP PATCH AND RE-HANG ON GUARDRAIL WHERE REMOVED BEYOND PATCH EXTENTS ONCE CONSTRUCTION WORK IS COMPLETED.</p> <p>4.11.5 DISPOSE OF ALL EXCAVATED MATERIAL AND DEMOLISHED SITE ELEMENTS OFF-SITE IN A LEGAL MANNER.</p> <p>5.0 SPECIAL PROVISIONS</p> <p>5.1 THE DESIGN PRESENTED HEREIN IS ONLY VALID FOR THE MSE DEEP PATCH SYSTEM FOR THE SE 232ND DRIVE MP 0.3 SLIDE PROJECT. THE DESIGN IS BASED ON SOIL PARAMETERS, FOUNDATION CONDITIONS, GROUNDWATER CONDITIONS, AND LOADING STATED IN SECTION 3.0.</p> |
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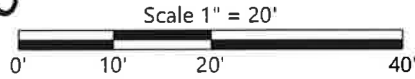
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 DIRECTOR

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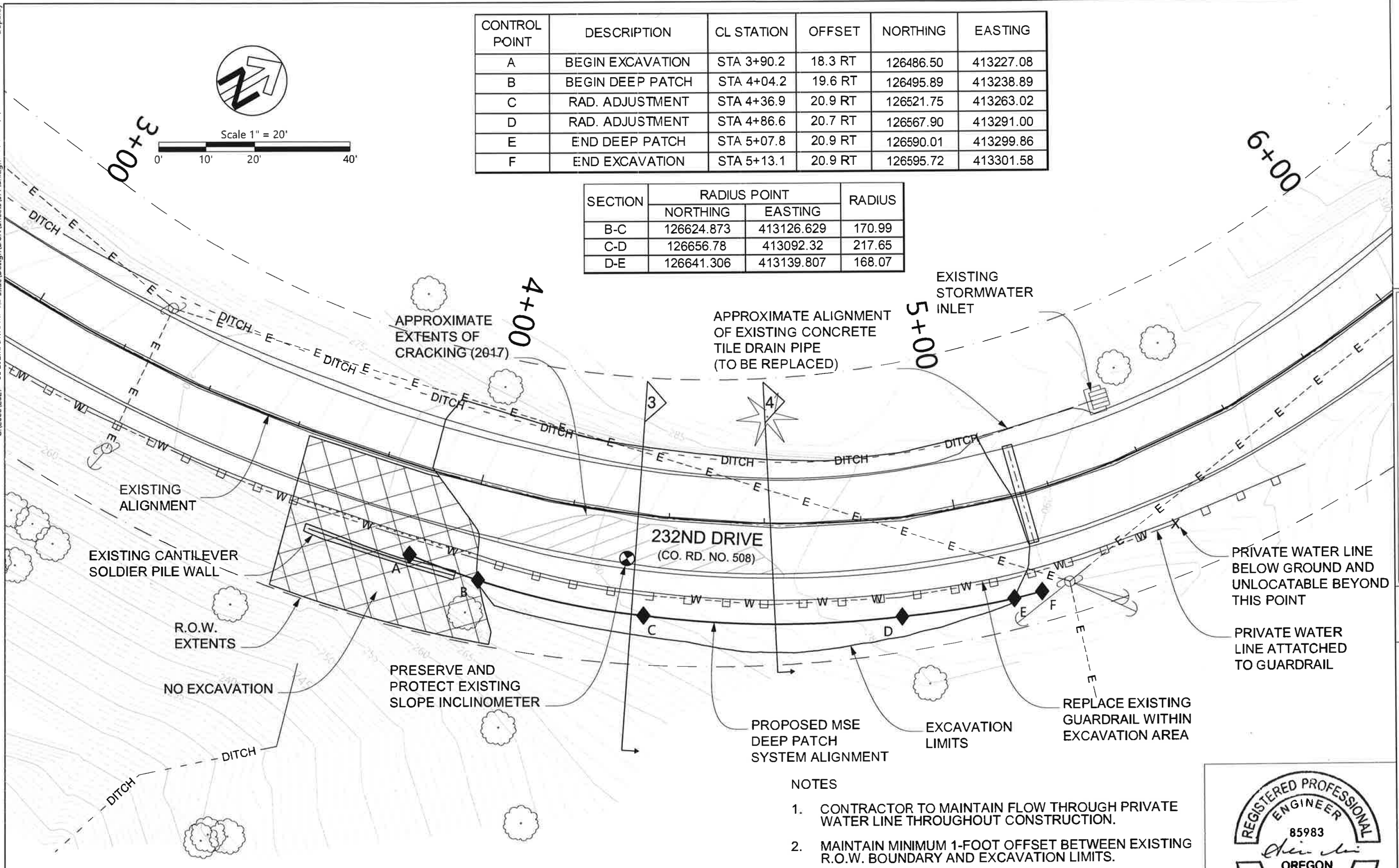
DATE: 06-2020 PROJECT NO.: C-22260

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CONTROL POINT	DESCRIPTION	CL STATION	OFFSET	NORTHING	EASTING
A	BEGIN EXCAVATION	STA 3+90.2	18.3 RT	126486.50	413227.08
B	BEGIN DEEP PATCH	STA 4+04.2	19.6 RT	126495.89	413238.89
C	RAD. ADJUSTMENT	STA 4+36.9	20.9 RT	126521.75	413263.02
D	RAD. ADJUSTMENT	STA 4+86.6	20.7 RT	126567.90	413291.00
E	END DEEP PATCH	STA 5+07.8	20.9 RT	126590.01	413299.86
F	END EXCAVATION	STA 5+13.1	20.9 RT	126595.72	413301.58

SECTION	RADIUS POINT		RADIUS
	NORTHING	EASTING	
B-C	126624.873	413126.629	170.99
C-D	126656.78	413092.32	217.65
D-E	126641.306	413139.807	168.07



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DATE: 06-2020

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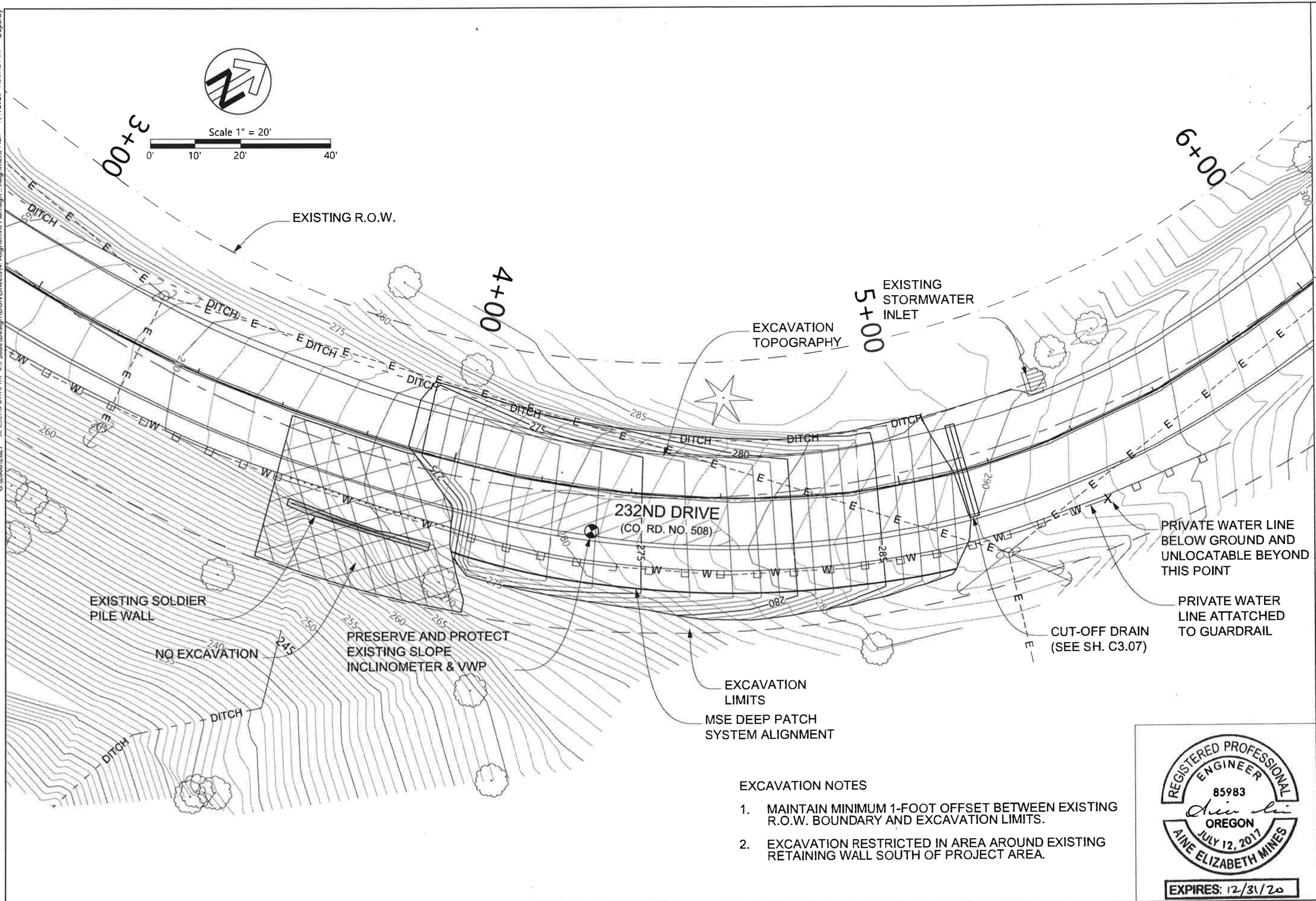
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Sheet No. **C3.02**

- NOTES**
- CONTRACTOR TO MAINTAIN FLOW THROUGH PRIVATE WATER LINE THROUGHOUT CONSTRUCTION.
 - MAINTAIN MINIMUM 1-FOOT OFFSET BETWEEN EXISTING R.O.W. BOUNDARY AND EXCAVATION LIMITS.
 - PRESERVE AND PROTECT EXISTING RETAINING WALL SOUTH OF PROJECT AREA.
 - EXISTING TILE DRAIN PIPE UNDER INBOARD DITCH TO BE REMOVED & REPLACED.





EXCAVATION NOTES

1. MAINTAIN MINIMUM 1-FOOT OFFSET BETWEEN EXISTING R.O.W. BOUNDARY AND EXCAVATION LIMITS.
2. EXCAVATION RESTRICTED IN AREA AROUND EXISTING RETAINING WALL SOUTH OF PROJECT AREA.



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Sheet No. **C3.03**

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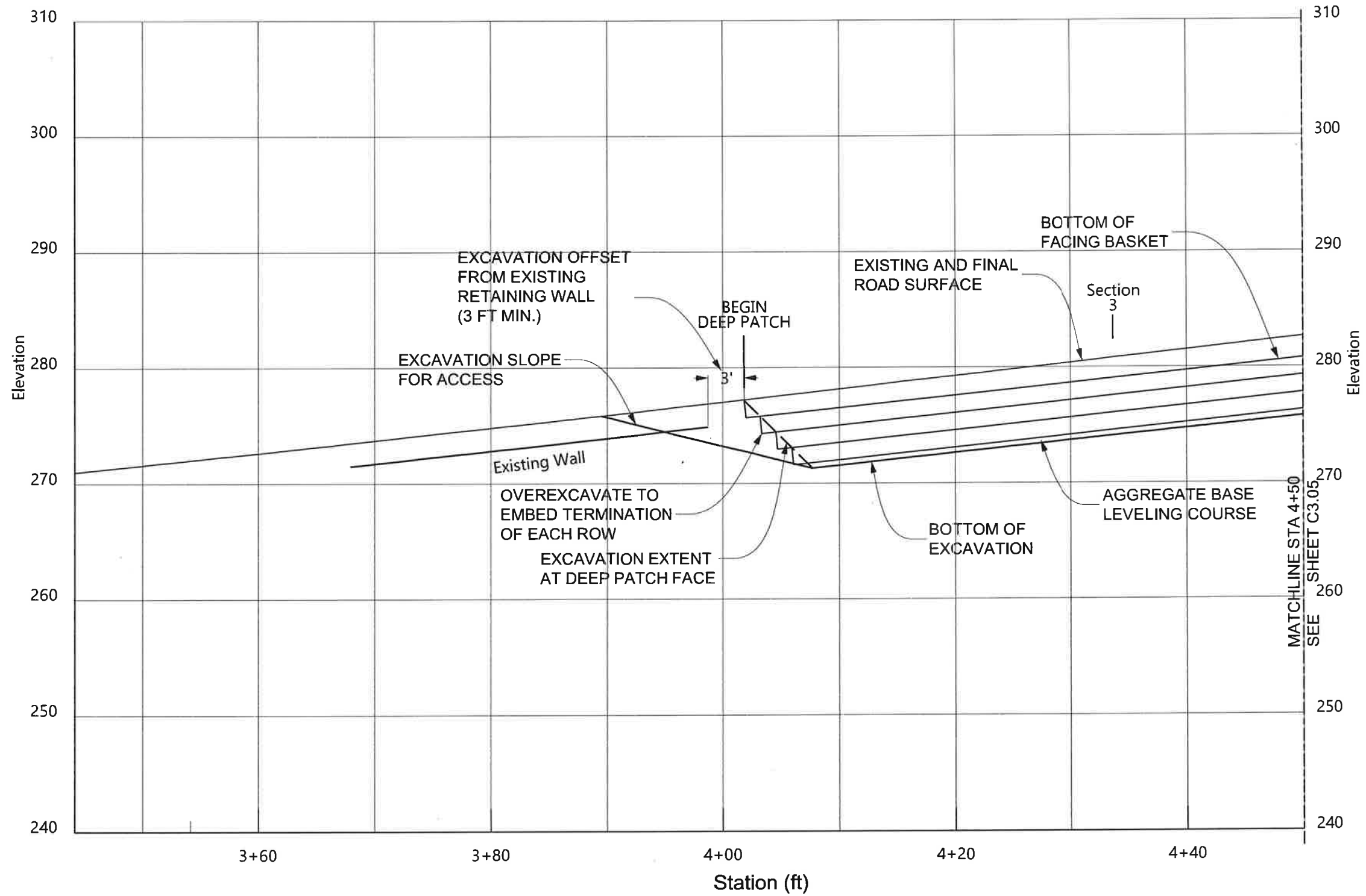


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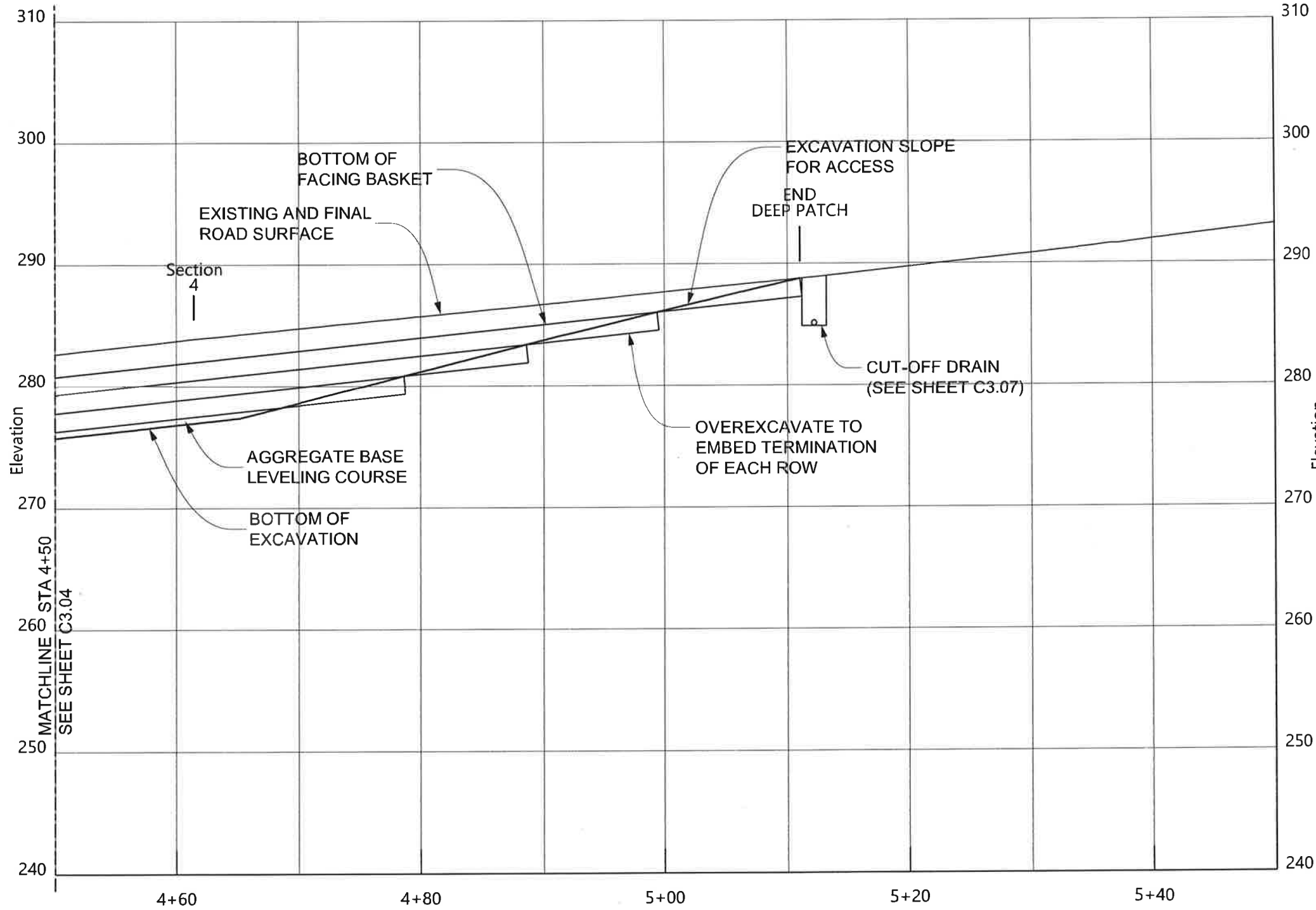
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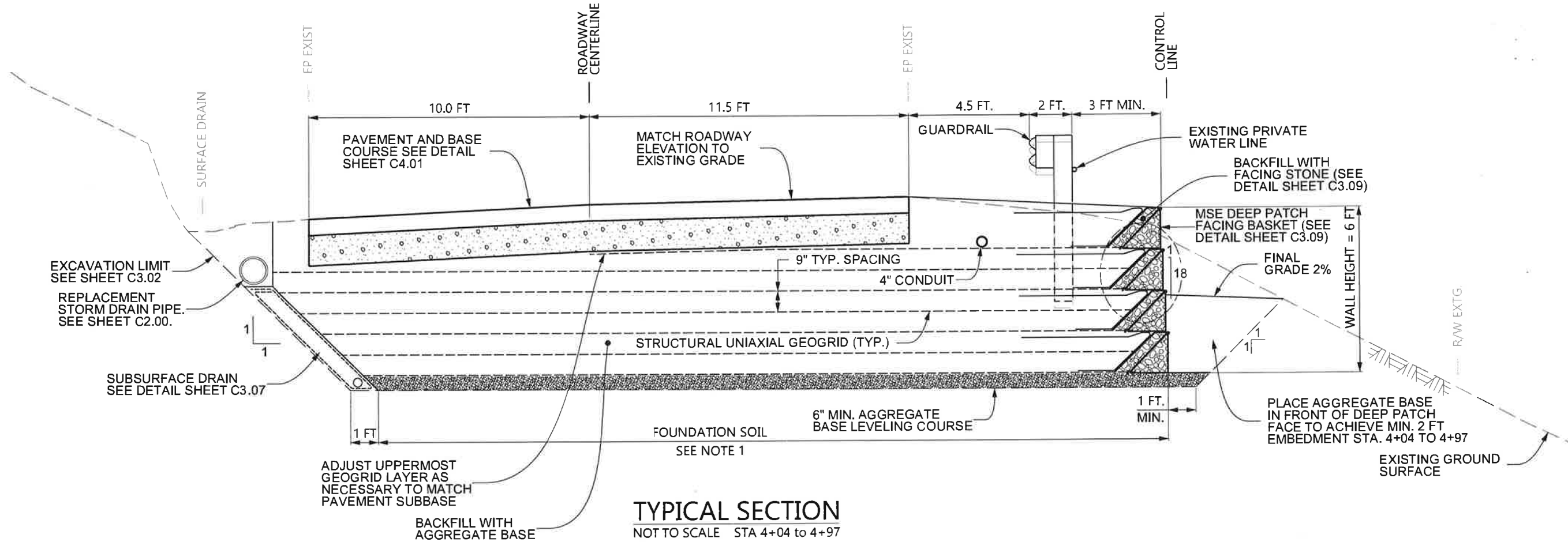
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Sheet No. **C3.05**



TYPICAL SECTION
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NOTES

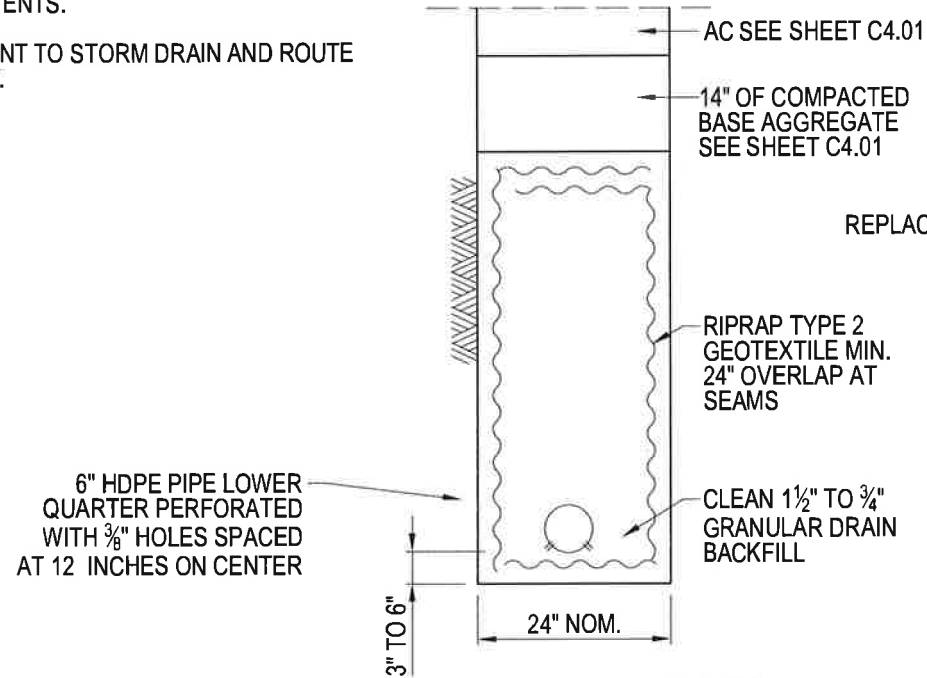
1. PREPARE THE FOUNDATION TO SUPPORT THE DEEP PATCH PER THE PROJECT GEOTECHNICAL ENGINEER AND PER THE SPECIFICATIONS. PRIOR TO CONSTRUCTION OF DEEP PATCH, REMOVE UNSUITABLE SOILS AND BACKFILL WITH COMPACTED AGGREGATE BASE MEETING THE REQUIREMENTS OF SECTION 00596A.11 IN THE SPECIAL PROVISIONS.
2. EXTEND GEOGRID TO AGGREGATE DRAIN AT BACK OF DEEP PATCH .
3. USE ONLY LIGHTWEIGHT COMPACTION EQUIPMENT WITHIN 3 FEET OF THE BACK OF THE DEEP PATCH FACING.
4. HORIZONTAL ALIGNMENT OF THE DEEP PATCH FACE SHALL NOT VARY BY MORE THAN 2 INCHES PER 10 FEET.
5. THE OVERALL VERTICAL TOLERANCE (PLUMBNESS) OF THE DEEP PATCH FACE SHALL NOT EXCEED 1 INCH PER 10 FEET OF HEIGHT. NEGATIVE (OUTWARD LEANING) BATTER IS NOT ACCEPTABLE.
6. GUARDRAIL TO BE ODOT TYPE 2A WITH STEEL POSTS. REFER TO ODOT STANDARD DRAWINGS RD400, RD405, AND RD470.
7. DRIVE GUARDRAIL POSTS THROUGH COMPACTED AGGREGATE BASE AND GEOGRID.
8. PUSH WATER LINE THROUGH INSTALLED SLEEVE AND REHANG ON GUARDRAIL BEYOND PROJECT LIMITS.



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DATE: 06-2020 PROJECT NO.: CI-22260											
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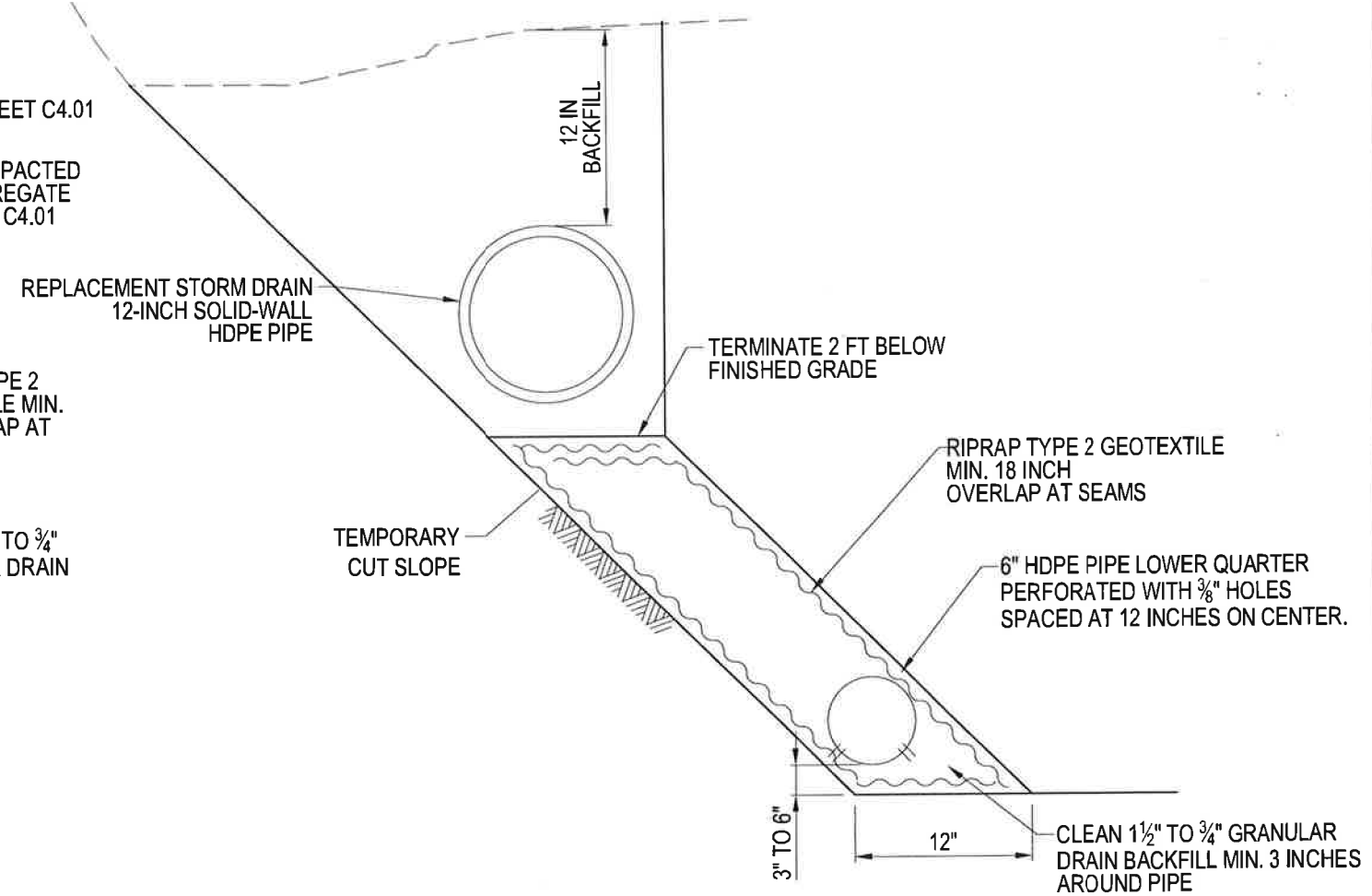
NOTES:

1. FROM DOWNSLOPE END OF DEEP PATCH, EXTEND SUBSURFACE DRAIN AT MIN 2% SLOPE TO INTERSECTION WITH STORM DRAIN.
2. SUBSURFACE DRAIN PIPE IS 6-INCH SOLID WALL HDPE DOWNSLOPE OF DEEP PATCH EXTENTS.
3. RUN SUBSURFACE DRAIN ADJACENT TO STORM DRAIN AND ROUTE FLOW TO NEW DRAINAGE OUTLET.



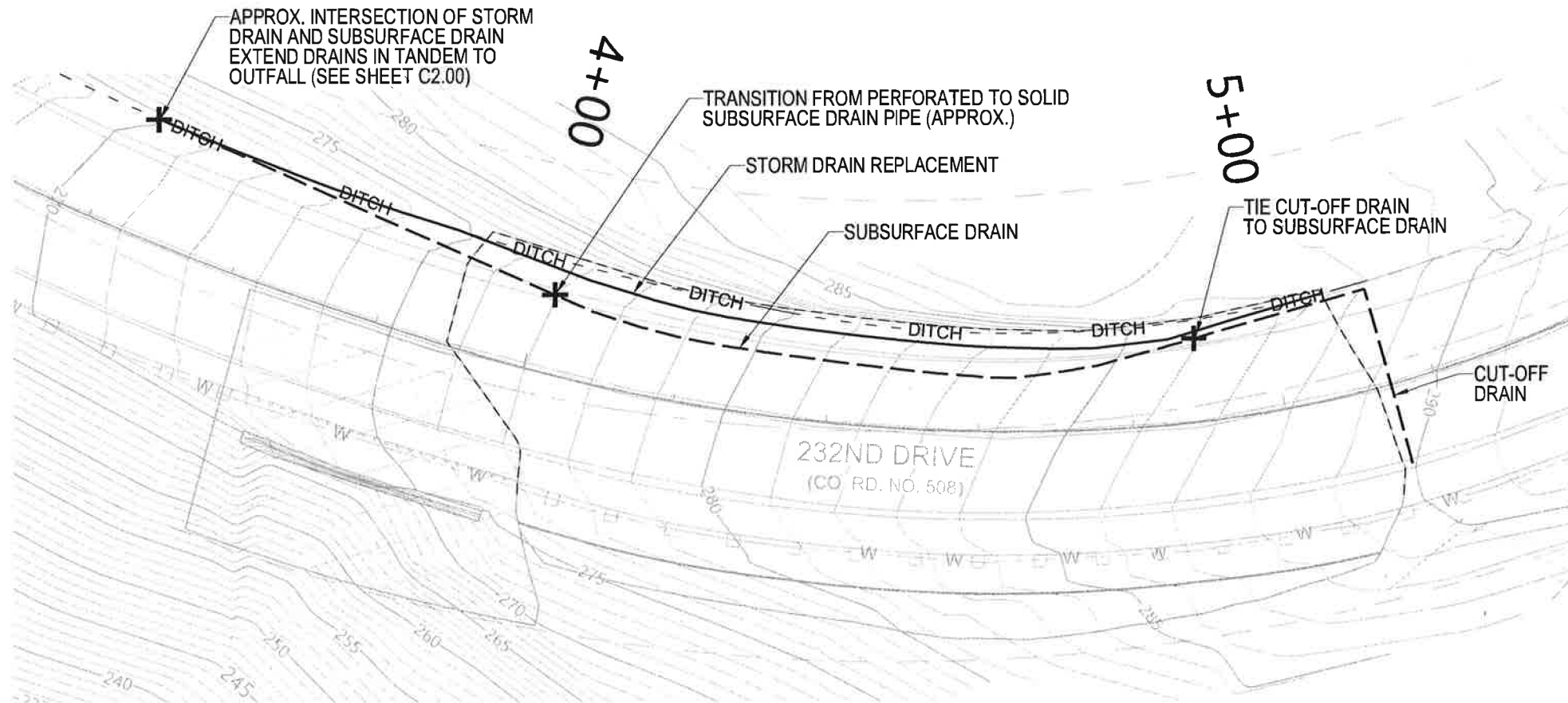
CUT-OFF DRAIN

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SUBSURFACE DRAIN

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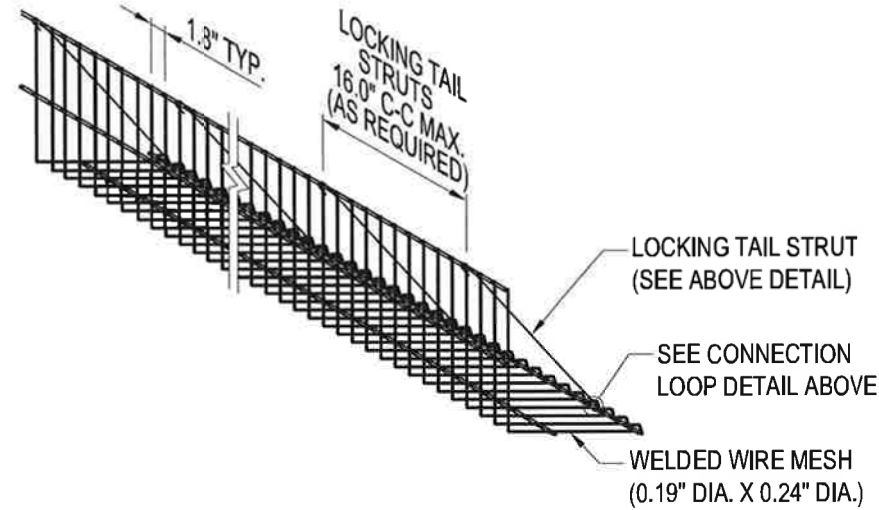
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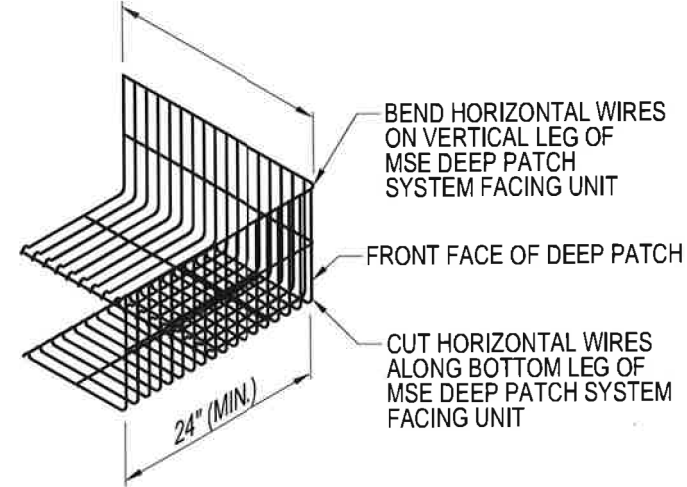
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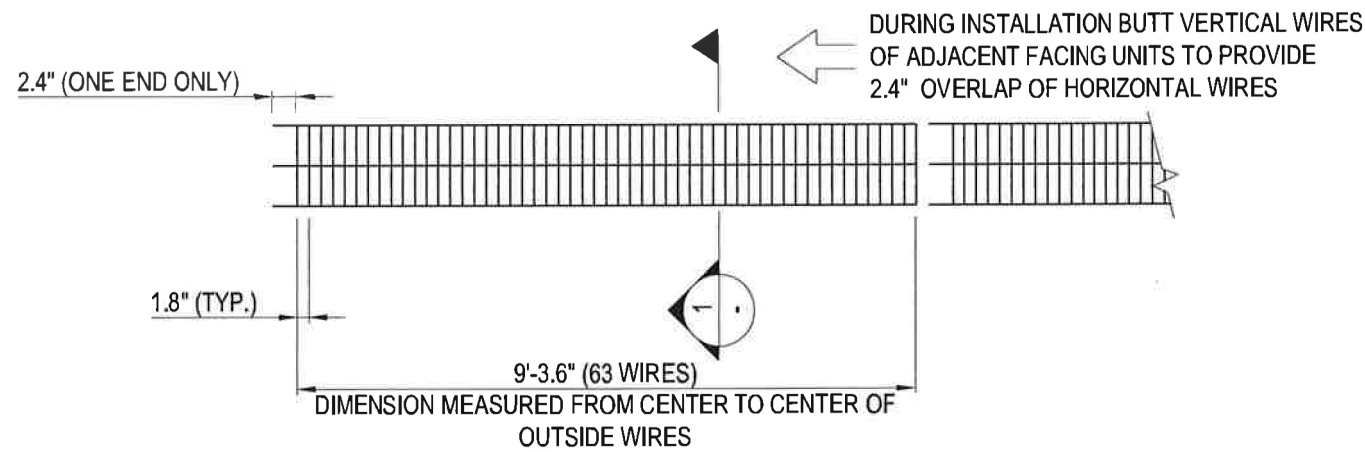
MSE DEEP PATCH SYSTEM FACING UNIT

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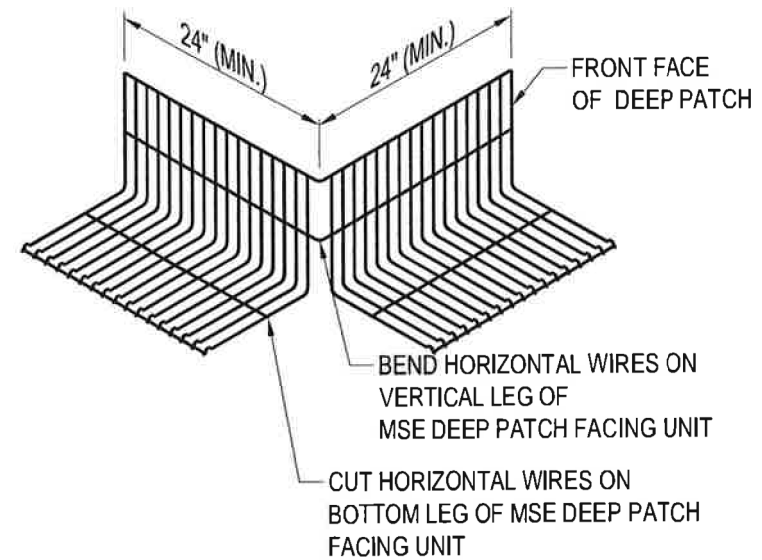
MSE DEEP PATCH SYSTEM OUTSIDE CORNER UNIT

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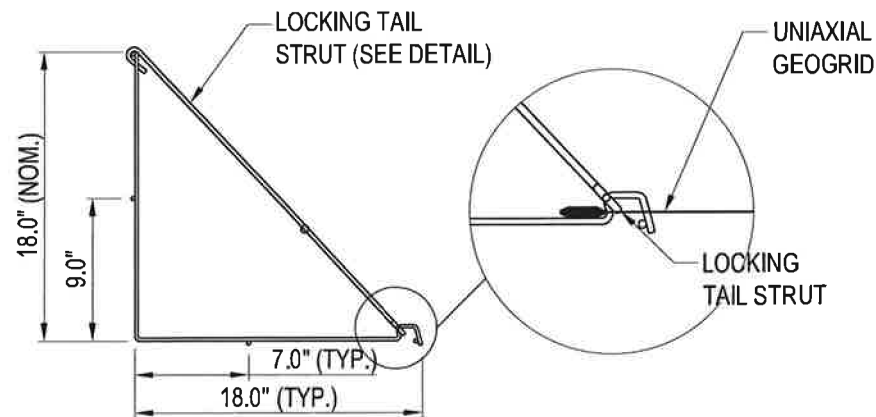
ELEVATION VIEW

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MSE DEEP PATCH SYSTEM INSIDE CORNER UNIT

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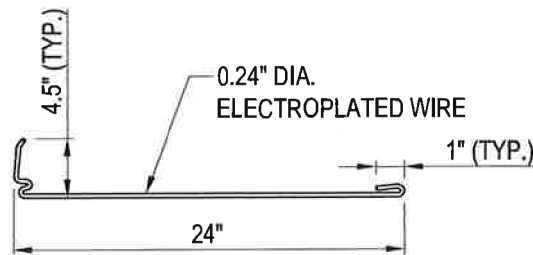


SECTION

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CONNECTION LOOP

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LOCKING TAIL STRUT

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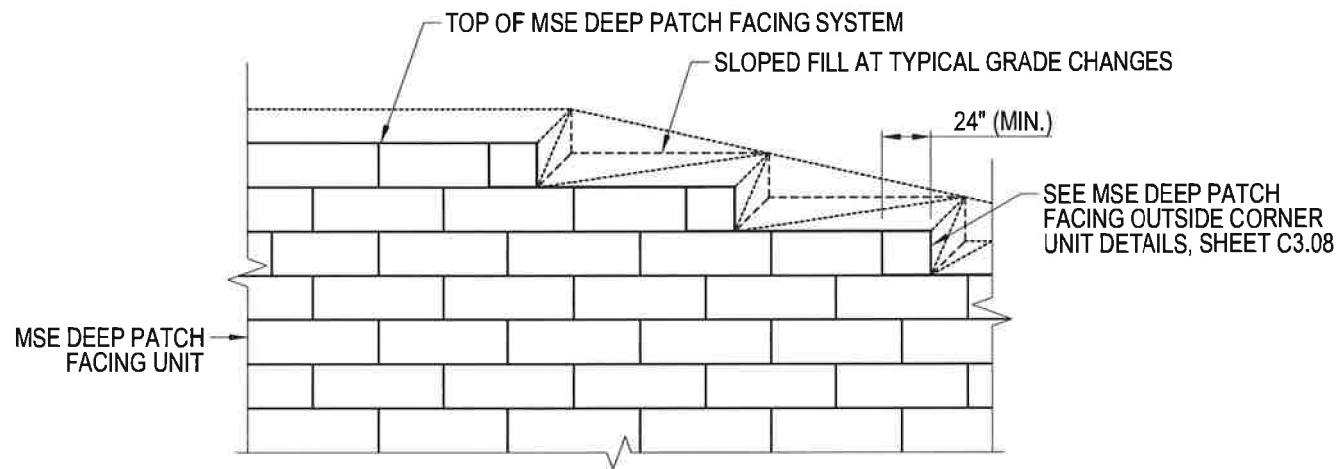
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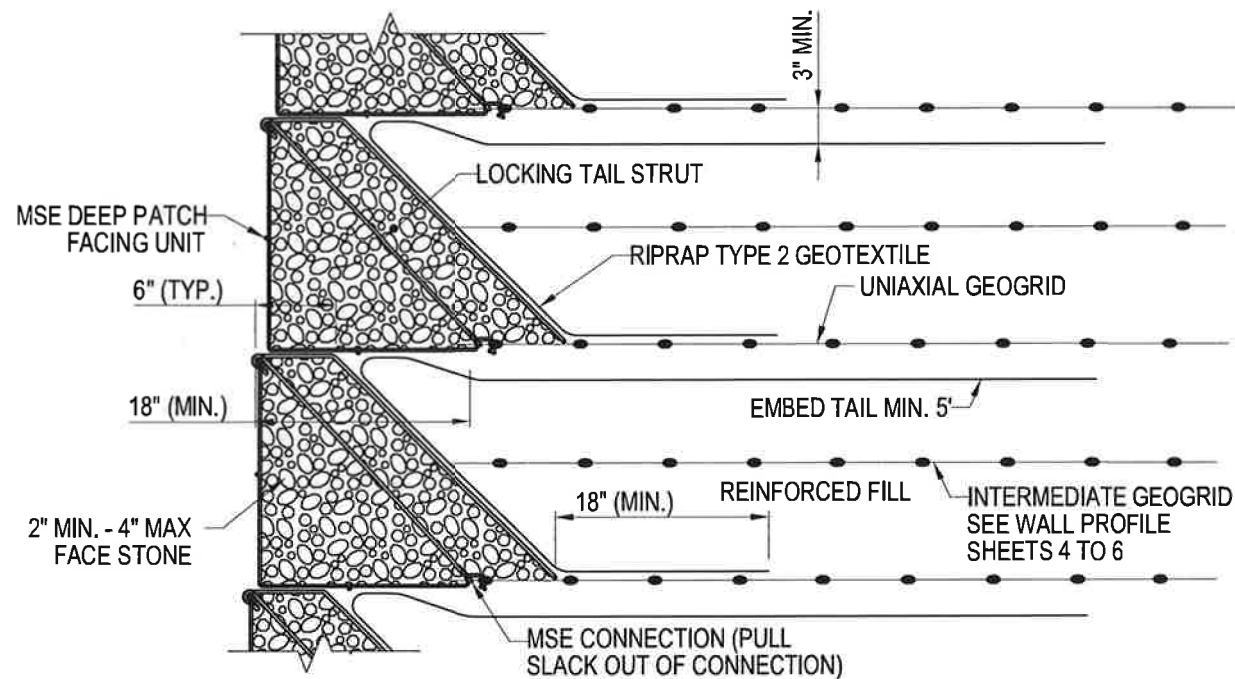


NOTES:

1. SEE MSE DEEP PATCH FACING UNIT DETAIL FOR FACING MATERIALS AND DIMENSIONS.
2. USE MSE DEEP PATCH FACING UNIT TO FABRICATE CONTINUOUS CORNER. PROVIDE 24" (MIN.) OF MSE DEEP PATCH FACING UNIT IN BOTH DIRECTIONS AS MEASURED FROM THE CORNER BEND.
3. INSTALL ADJACENT MSE DEEP PATCH FACING UNITS TO PROVIDE 2.4" OVERLAP OF HORIZONTAL WIRES.

TOP OF MSE WALL, FINISHING DETAIL

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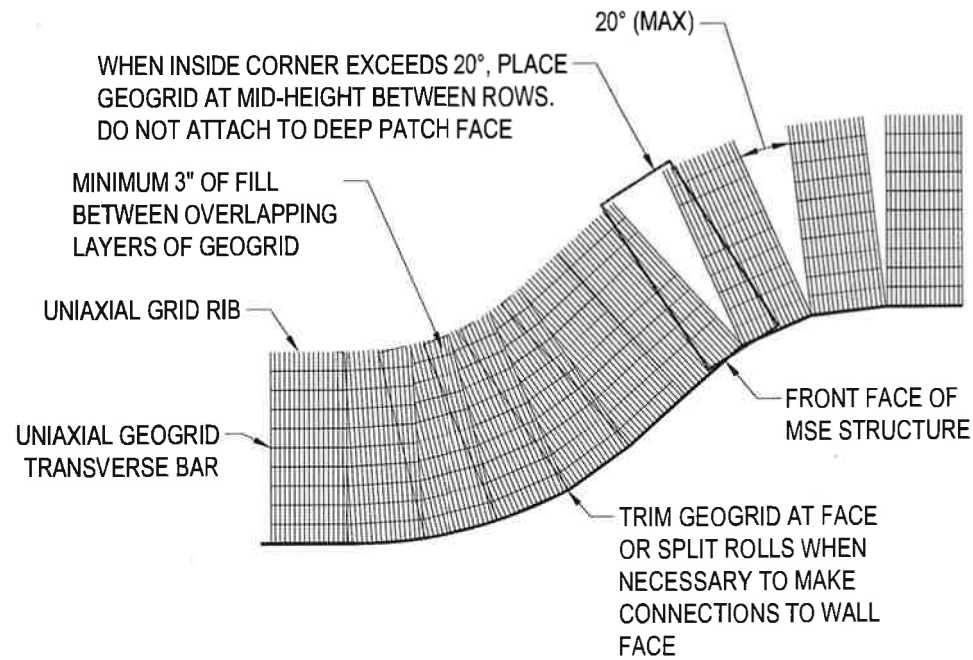


NOTES:

1. SEE MSE DEEP PATCH FACING UNIT DETAIL FOR FACING MATERIAL AND DIMENSIONS.
2. ALL FACING UNITS SHALL BE GALVANIZED PER ASTM A123 AFTER FABRICATION.
3. A THIN LAYER (2" MAX.) OF FINER STONE (1/4"-1") MAY BE PLACED AT THE TOP OF EACH UNIT PER DIRECTION OF THE ENGINEER TO PROVIDE A LEVEL SURFACE FOR THE UNIT ABOVE AND SHALL BE INCIDENTAL TO WALL BID ITEM.

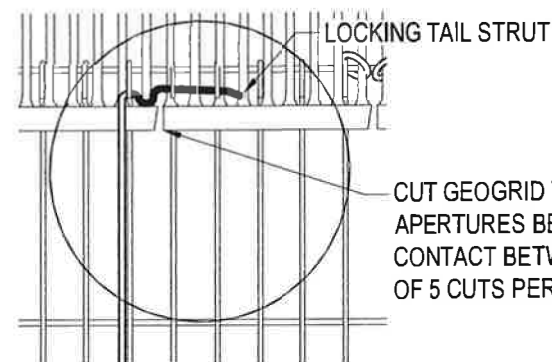
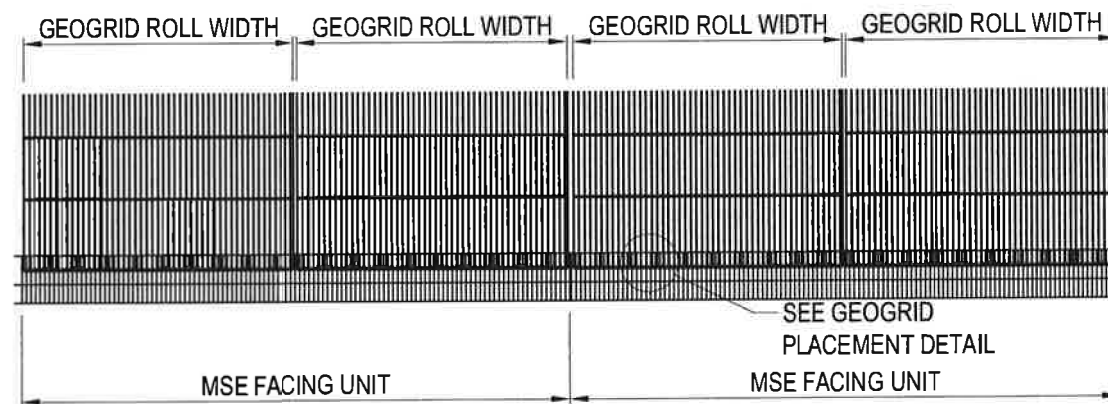
MSE STONE FACING DETAIL

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GEOGRID PLACEMENT ON CURVES DETAIL

SCALE: NOT TO SCALE



NOTES:

1. TWO ROLLS OF UNIAXIAL GEOGRID SHALL BE PLACED ON EACH MSE DEEP PATCH FACING UNIT WITH TWO GEOGRID RIBS BETWEEN EACH PAIR OF WIRE CONNECTION LOOPS.
2. DURING INSTALLATION BUTT VERTICAL WIRE OF ADJACENT FACING UNITS TO PROVIDE 2.4" OVERLAP OF HORIZONTAL WIRES.

TYPICAL MSE GEOGRID COVERAGE

SCALE: NOT TO SCALE



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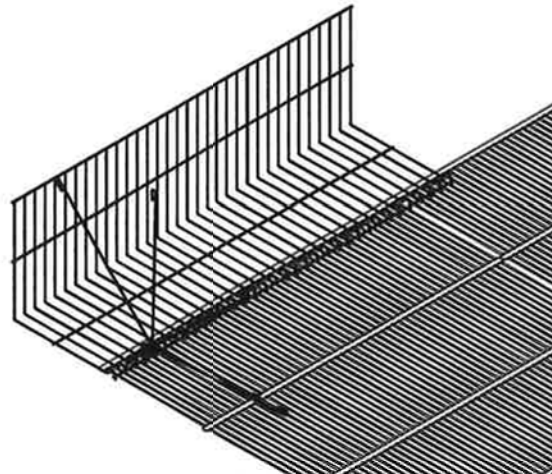


M. BARBARA CARTMILL
DIRECTOR

232nd DRIVE AT MILE POST 0.3

DATE: 06-2020

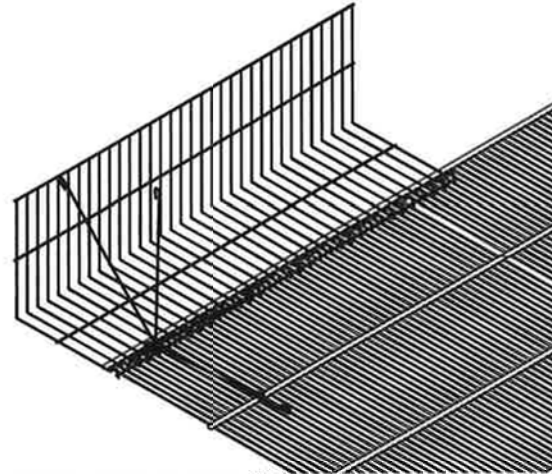
PROJECT NO.: CI-22260



STEP 1: INSTALL THE MSE FACING ELEMENTS ON LEVEL GRADE

INSTALL SEQUENCE (STEP 1)

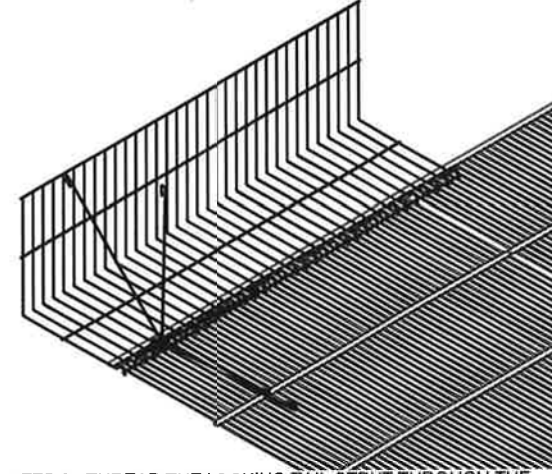
SCALE: NOT TO SCALE



STEP 2: ATTACH UNIAXIAL GEOGRID TO FACING ELEMENT.

INSTALL SEQUENCE (STEP 2)

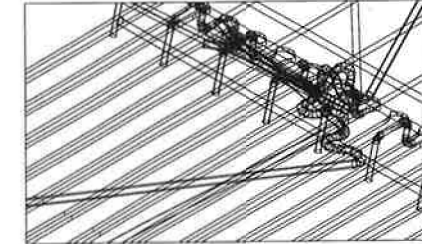
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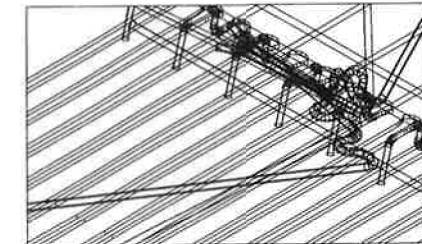
STEP 3: THREAD THE LOCKING TAIL STRUT THROUGH THE CONNECTION LOOP OVER THE RIBS OF THE UNIAXIAL GEOGRIDS.

INSTALL SEQUENCE (STEP 3)

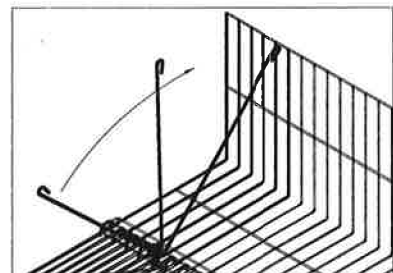
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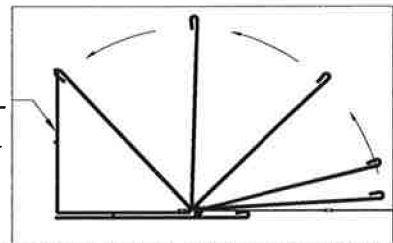
LOCKING TAIL STRUT THREADING ENLARGEMENT (1)



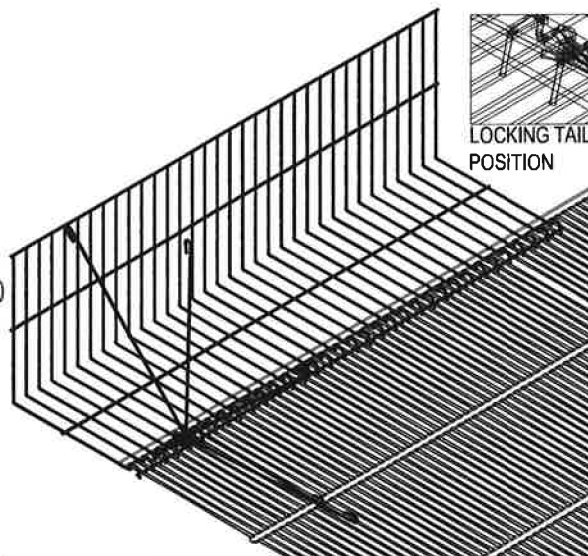
LOCKING TAIL STRUT THREADING ENLARGEMENT (2)



ROTATION OF LOCKING TAIL STRUT ENLARGEMENT (1)



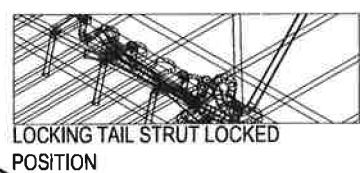
ROTATION OF LOCKING TAIL STRUT ENLARGEMENT (2)



STEP 4: ROTATE LOCKING TAIL STRUT TOWARD TOP OF FACING ELEMENT. CONNECT THE TOP AND BACK HORIZONTAL WIRES OF THE FACING ELEMENT WITH LOCKING TAIL STRUT SPACED APPROXIMATELY 16 IN. APART.

INSTALL SEQUENCE (STEP 4)

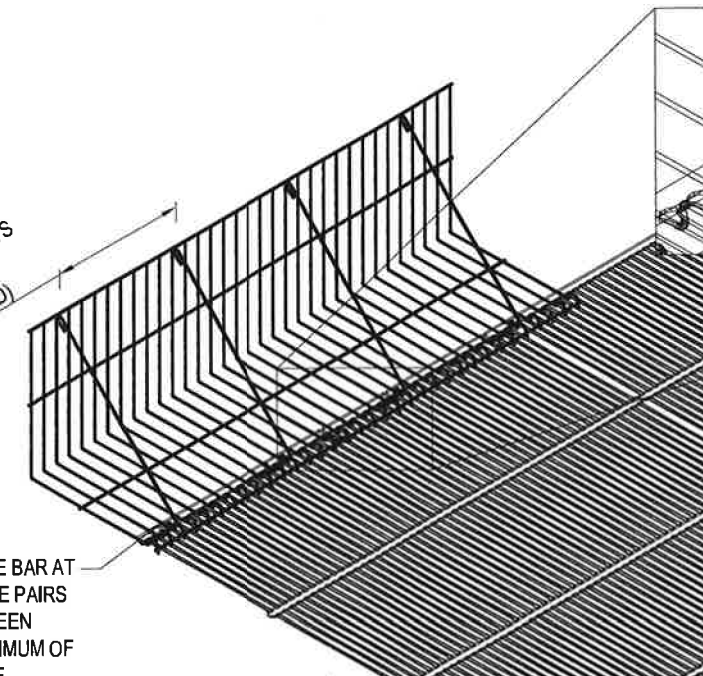
SCALE: NOT TO SCALE



LOCKING TAIL STRUT LOCKED POSITION

LOCKING TAIL STRUTS
16" C-C MAX.
(AS REQUIRED)

CUT GEOGRID TRANSVERSE BAR AT APERTURES BETWEEN WIRE PAIRS TO ALLOW CONTACT BETWEEN GEOGRID AND LOOPS (MAXIMUM OF 5 CUTS PER ROLL WIDTH OF GEOGRID)



MSE DEEP PATCH FACING ELEMENT WITH LOCKING TAIL STRUT COMPLETE VIEW

INSTALL SEQUENCE (STEP 5)

SCALE: NOT TO SCALE

IF CUT IS MADE BETWEEN LOCKING TAIL STRUTS, FASTEN GRID TO BASKET WITH TIE WIRE OR HOG RING UNTIL BACKFILL HAS BEEN PLACED



EXPIRES: 12/31/20

REVISIONS

NO. DATE:

Sheet No. C3.10

CLACKAMAS COUNTY

DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

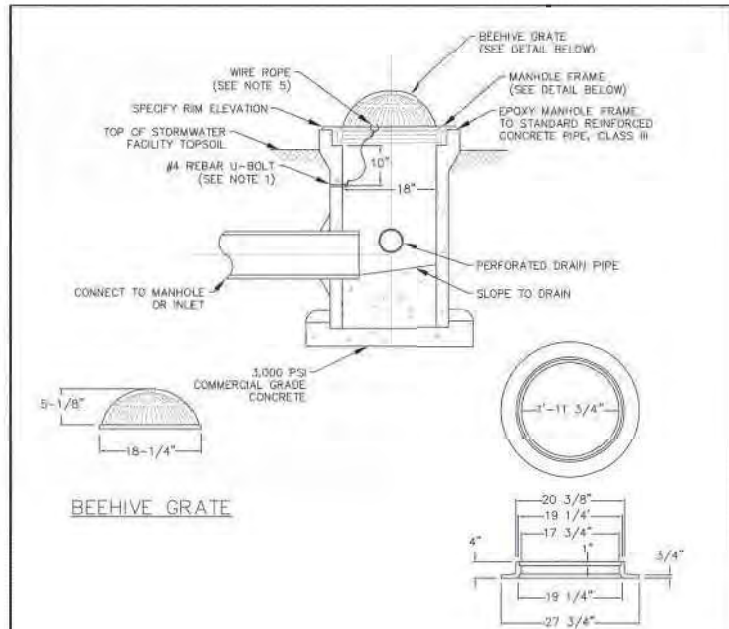


M. BARBARA CARTMILL DIRECTOR

232nd DRIVE AT MILE POST 0.3

DATE: 06-2020 PROJECT NO.: CI-22260

DESIGNED BY: AM
DRAFTED BY: DWS
CHECKED BY: GMH

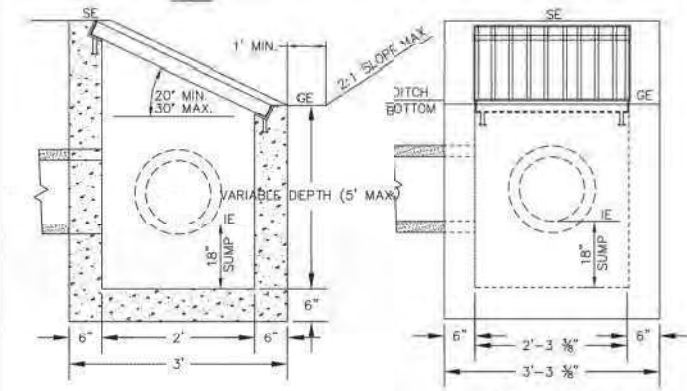
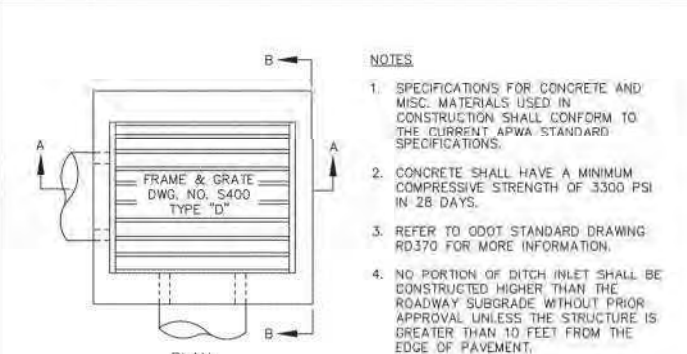


18"x4" REVERSIBLE MANHOLE FRAME

- NOTES**
1. SECURE GRATE IN PLACE WITH 5/8" OF WIRE ROPE. LOOP ENDS OF WIRE ROPE AROUND U-BOLT AND GRATE. DRIVE EACH END OF WIRE ROPE WITH 3" OVERLAP.
 2. DRILL 2" DEEP HOLES INTO PIPE AND EPOXY #4 REBAR U-BOLT (2"x 4") IN HOLES.
 3. GRATE TO BE CAST FROM ASTM A48 CL30.
 4. SIZE INLET BASED ON CALCULATED FLOWS AND MANUFACTURERS RECOMMENDATIONS.
 5. WIRE ROPE BETWEEN 1/8"-3/16" DIAMETER, STAINLESS STEEL, 7 STRANDS OF 19 WIRES.

BEEHIVE INLET

DRAWING NO. 405 REVISED 10-31-13



NOTES

1. SPECIFICATIONS FOR CONCRETE AND MISC. MATERIALS USED IN CONSTRUCTION SHALL CONFORM TO THE CURRENT APWA STANDARD SPECIFICATIONS.
2. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3300 PSI IN 28 DAYS.
3. REFER TO ODOT STANDARD DRAWING RD370 FOR MORE INFORMATION.
4. NO PORTION OF DITCH INLET SHALL BE CONSTRUCTED HIGHER THAN THE ROADWAY SUBGRADE WITHOUT PRIOR APPROVAL UNLESS THE STRUCTURE IS GREATER THAN 10 FEET FROM THE EDGE OF PAVEMENT.

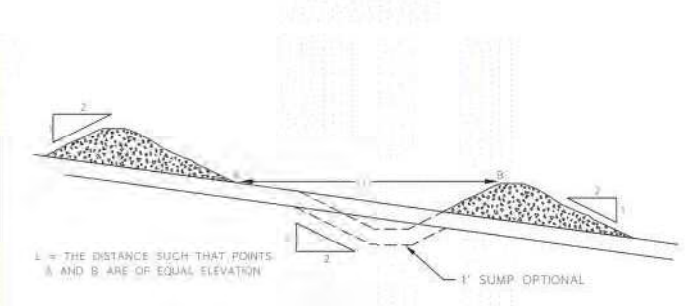
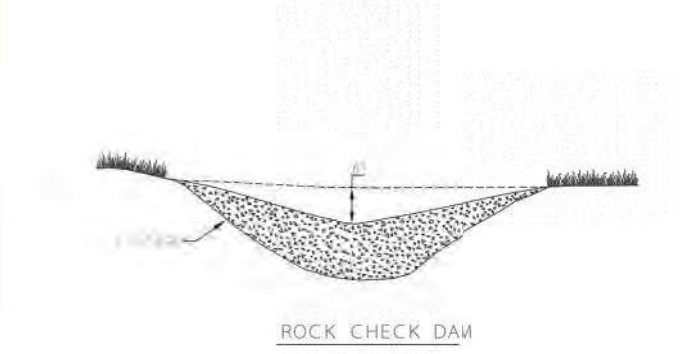
PLANS SHALL ILLUSTRATE:
 SE = TOP OF STRUCTURE ELEVATION
 GE = GRATE INVERT ELEVATION
 IE = INVERT ELEVATION

REVISION	DATE	BY	DESCRIPTION
NO. 1	02/12/13	JM	ISSUED FOR CONSTRUCTION
NO. 2	02/12/13	JM	ISSUED FOR CONSTRUCTION

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

CLACKAMAS COUNTY

APPROVAL DATE: 2/1/13 SCALE: N.T.S. STANDARD DRAWING: **S300**



CHECK DAM - ROCK

DETAIL DRAWING 4-4 REVISED: 01-09

UTILITY DETAILS I

232nd DRIVE AT MILE POST 0.3

DATE: 12/03/2020 PROJECT NO.: 2226"9"

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

DIRECTOR



DAN JOHNSON

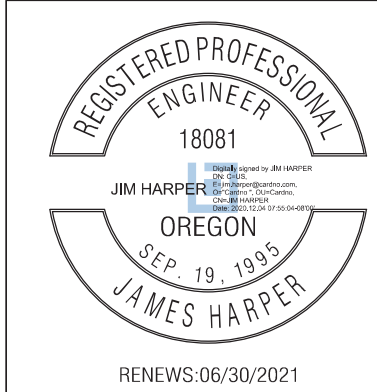
DESIGNED BY:	DJM
DRAFTED BY:	DJM
CHECKED BY:	JAH

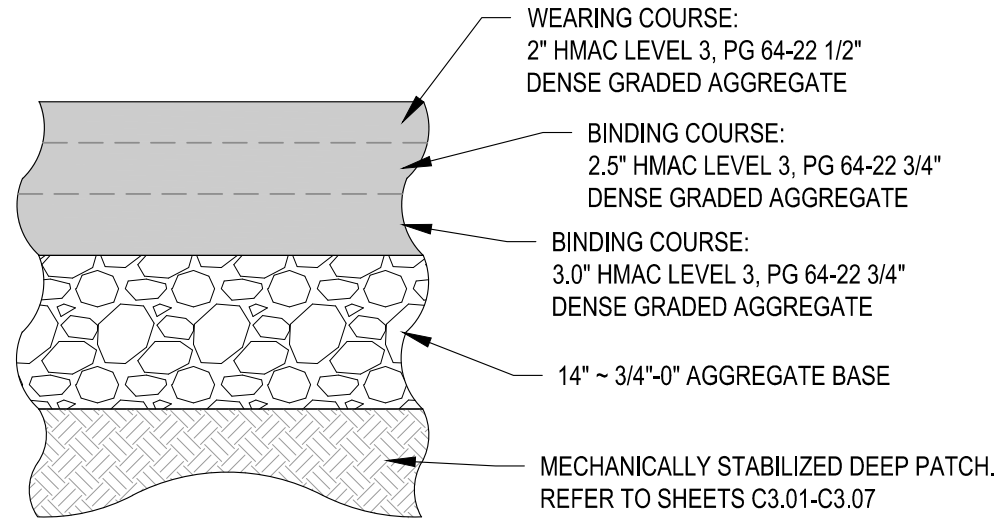
BID SET

REVISIONS

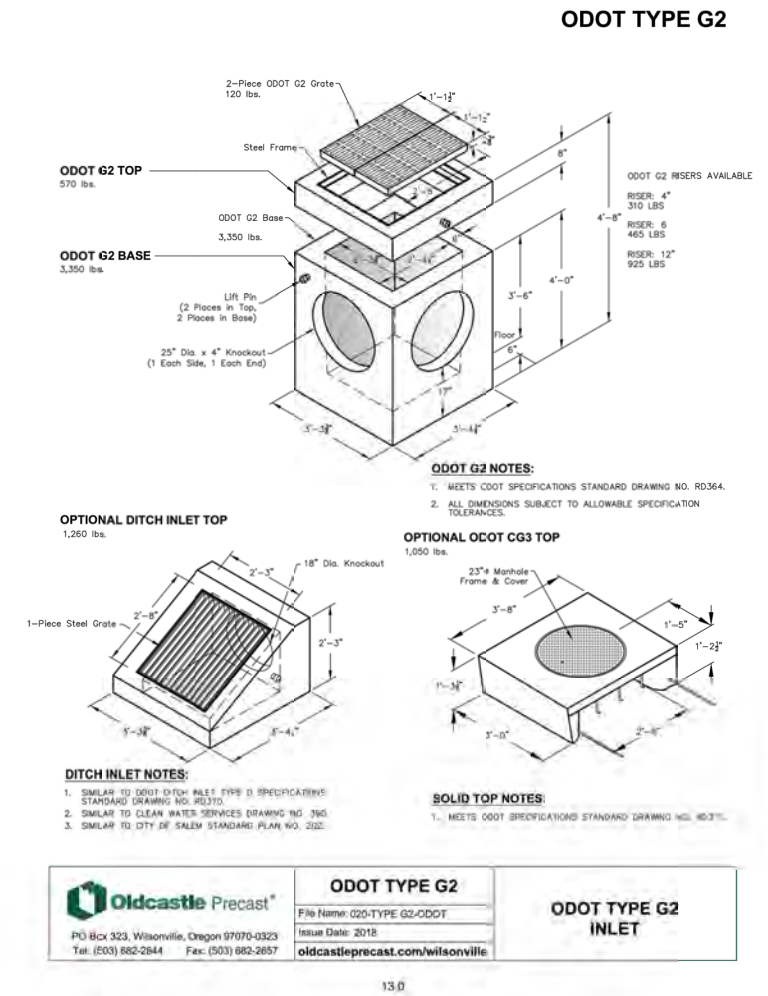
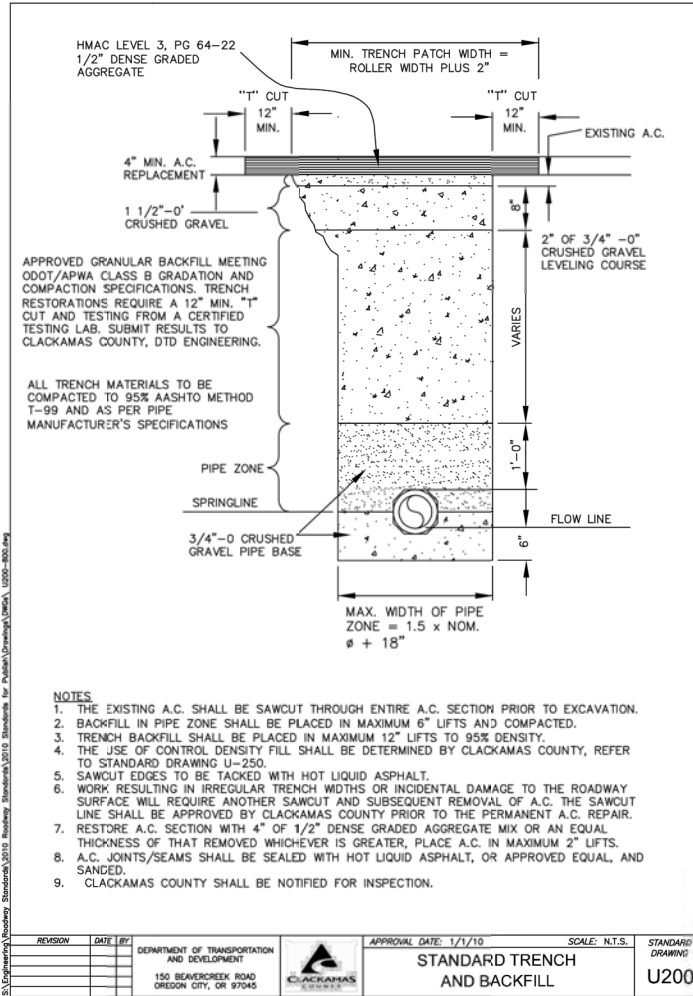
NO.	DATE:		

Sheet No. **C4.00**





1 232ND PAVEMENT SECTION DETAIL
SCALE: NOT TO SCALE



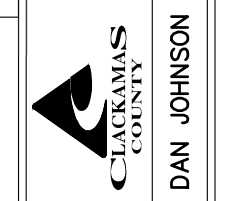
UTILITY DETAILS II

232nd DRIVE AT MILE POST 0.3

DATE: 12/03/2020 PROJECT NO.: 2226"9"

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DIRECTOR

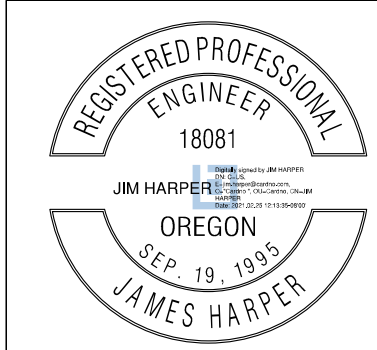


DAN JOHNSON

DESIGNED BY: D.J.M.
DRAFTED BY: D.J.M.
CHECKED BY: J.A.H.

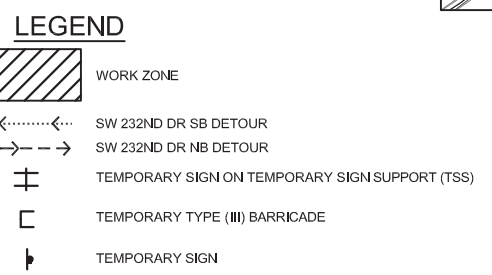
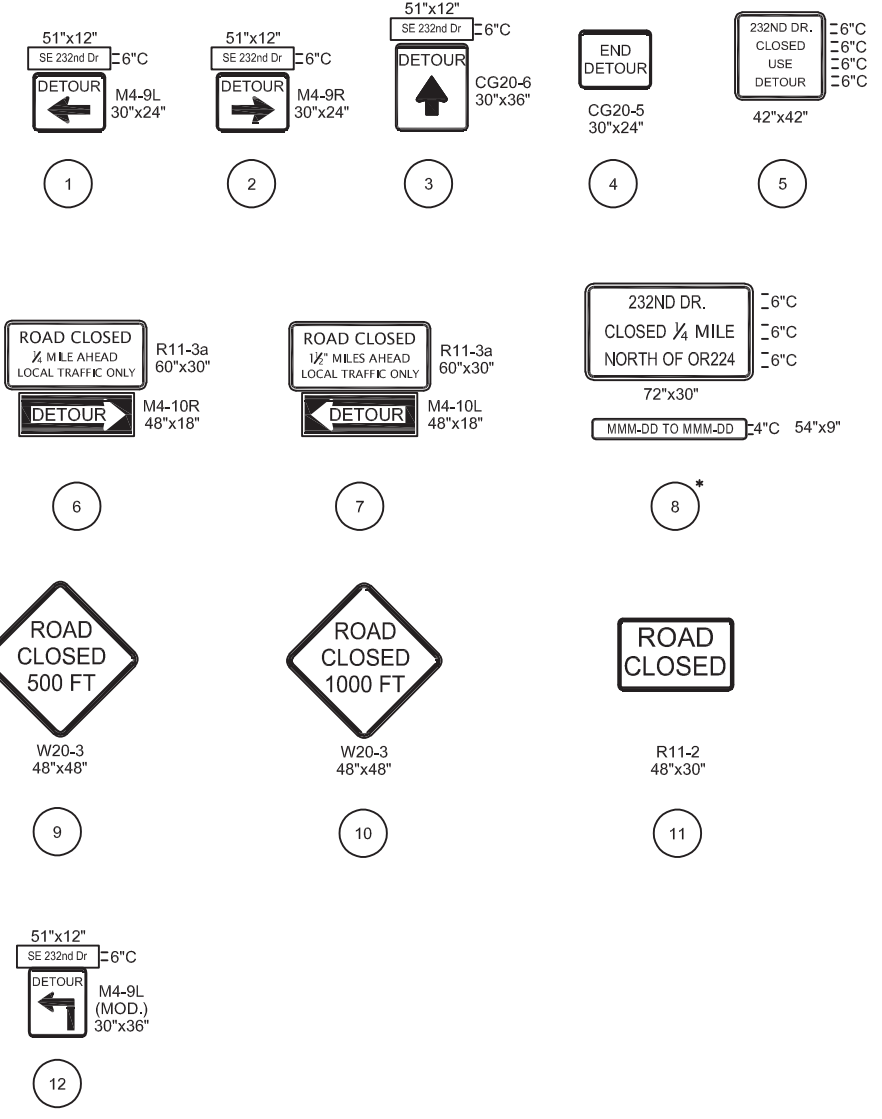
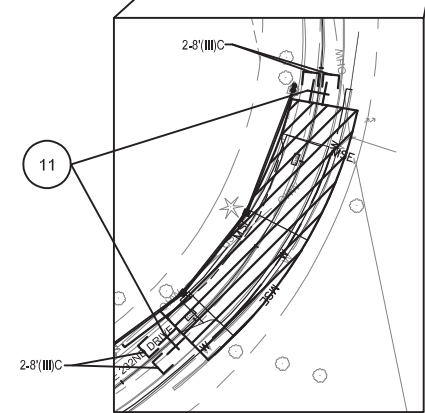
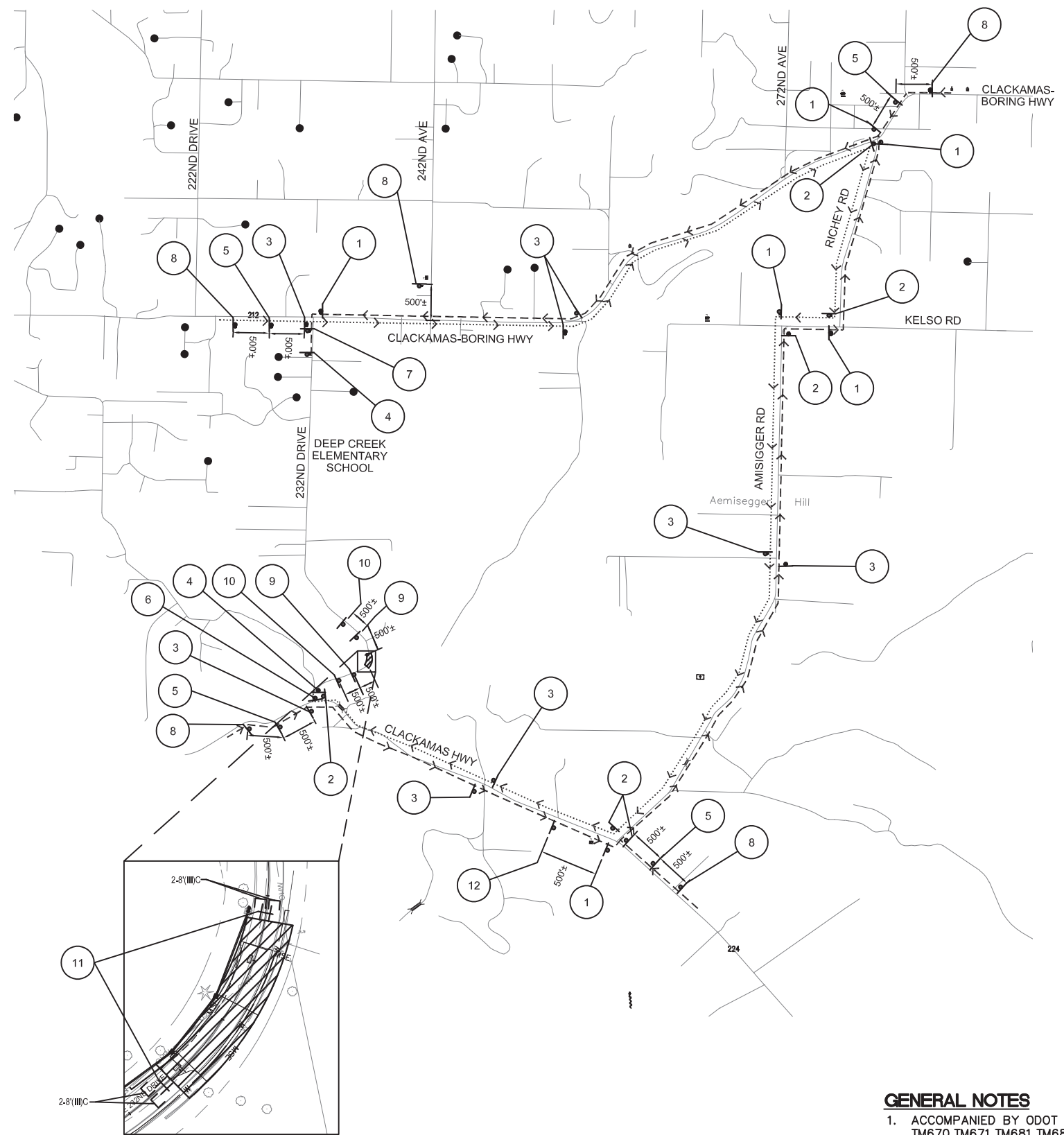
BID SET

NO.	DATE:	REVISIONS



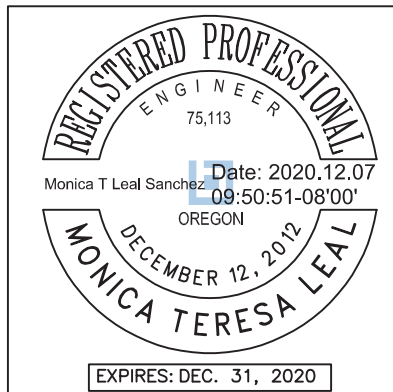
RENEWS: 06/30/2021

DETOUR 232ND DRIVE



GENERAL NOTES

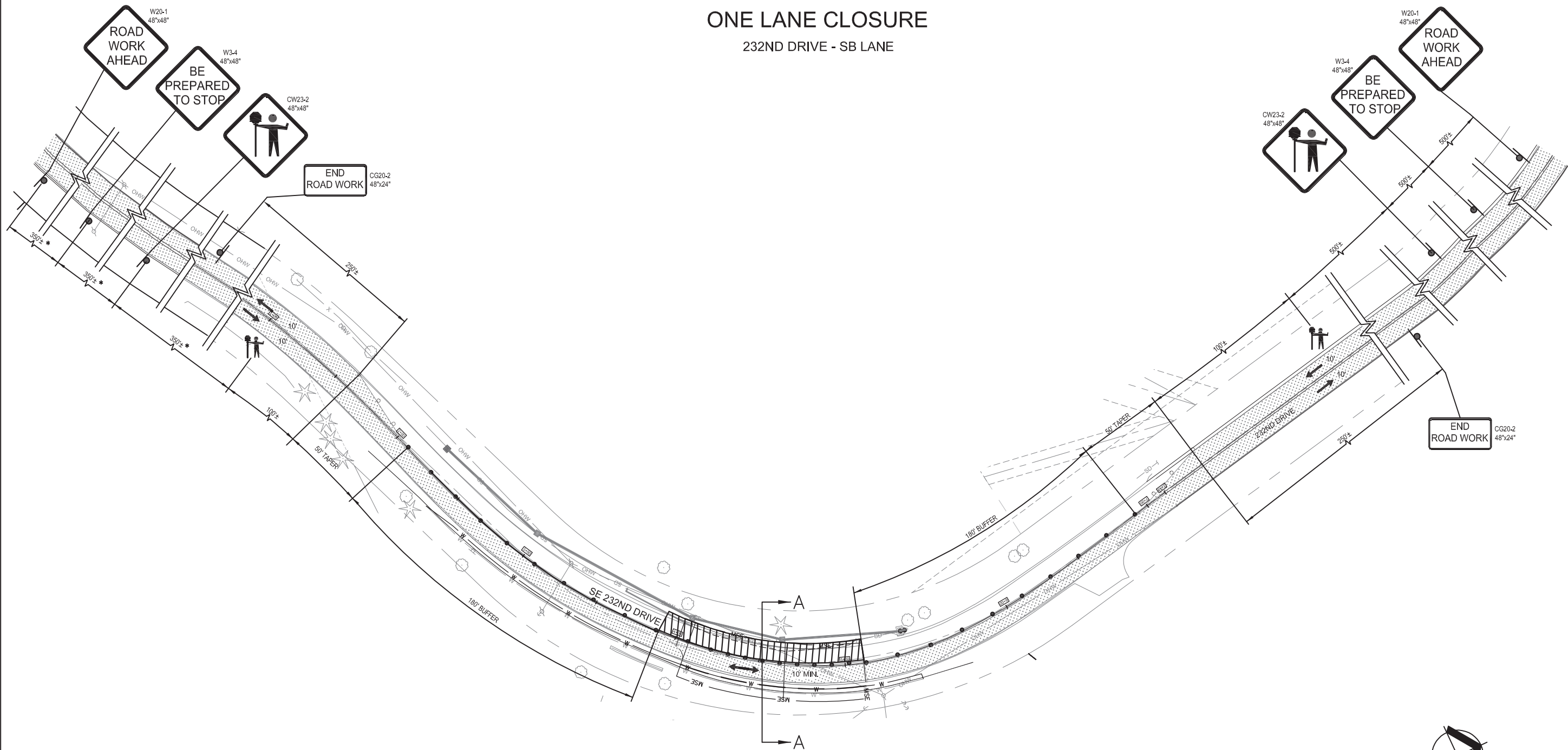
1. ACCOMPANIED BY ODOT STANDARD DRAWINGS TM200, TM230, TM670, TM671, TM681, TM687, TM688, TM800, TM820, TM821, TM822, TM840, TM844, TM850, AND TM850.
 2. SEE SPECIAL PROVISIONS FOR ADDITIONAL CLOSURE DETAILS.
 3. CONTRACTOR TO COORDINATE IN ADVANCE OF THE 232ND DRIVE CLOSURE WITH ODOT SIGNAL MANAGER IOANA COSMA (503-731-3122) TO DETERMINE IF SIGNAL TIMING CHANGES ARE REQUIRED AT THE EXISTING TRAFFIC SIGNALS ALONG THE DETOUR ROUTE.
- * INSTALL SIGN TWO WEEKS IN ADVANCE OF CLOSURE. DATES TO BE FILLED OUT BASED ON CONSTRUCTION SCHEDULE.



DETOUR PLAN		PROJECT NO.:	
CLACKAMAS COUNTY		DATE: 12/03/2020	
DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045		DIRECTOR	
		DAN JOHNSON	
DESIGNED BY:	AKW	CHECKED BY:	MTL
DRAFTED BY:	REH		
NO. DATE:			
REVISIONS			
Sheet No.		TC-1	

ONE LANE CLOSURE

232ND DRIVE - SB LANE



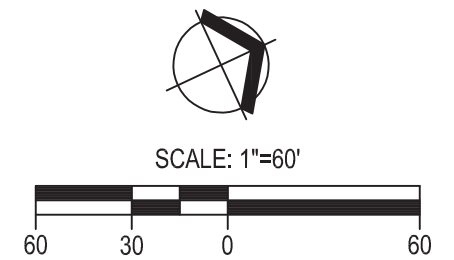
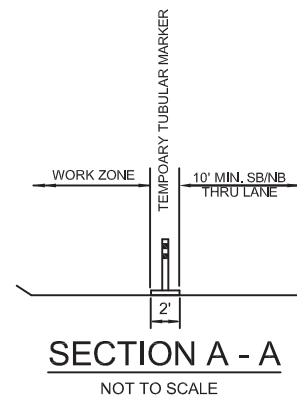
LEGEND

- WORK ZONE
- UNDER TRAFFIC
- 28" TEMPORARY TUBULAR MARKERS ON 10 FT. MAX SPACING
- 28" TEMPORARY TUBULAR MARKERS ON 20 FT. MAX SPACING
- TEMPORARY PLASTIC DRUMS ON 20 FT. MAX SPACING
- TEMPORARY SIGN
- FLAGGER

GENERAL NOTES

1. SEE SHEET TC-1 FOR APPLICABLE ODOT STANDARD DRAWINGS.
2. SEE SPECIAL PROVISIONS FOR LANE CLOSURE RESTRICTIONS.
3. FLAGGERS TO MONITOR AND STOP TRAFFIC FOR PEDESTRIANS AND BIKES.
4. IF AN ABRUPT EDGE IS CREATED BY CONSTRUCTION, PROVIDE ABRUPT EDGE SIGNING PER ODOT STANDARD DRAWING TM800.

* INSTALL NB SIGNS NORTH OF CLACKAMAS HIGHWAY. SIGN SPACING MAY HAVE TO BE ADJUSTED.



227 SW Pine St, Suite 220
Portland, Oregon 97204

REGISTERED PROFESSIONAL ENGINEER
75,113
Date: 2020.12.07
Monica T Leal Sanchez 09:52:42-08'00'
OREGON
DECEMBER 12, 2012
MONICA TERESA LEAL
EXPIRES: DEC. 31, 2020

TRAFFIC CONTROL PLAN

232ND DRIVE AT MILEPOST 0.3

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



DAN JOHNSON
DIRECTOR

DESIGNED BY:
AKW

DRAFTED BY:
REH

CHECKED BY:
MTL

REVISIONS

NO. DATE:

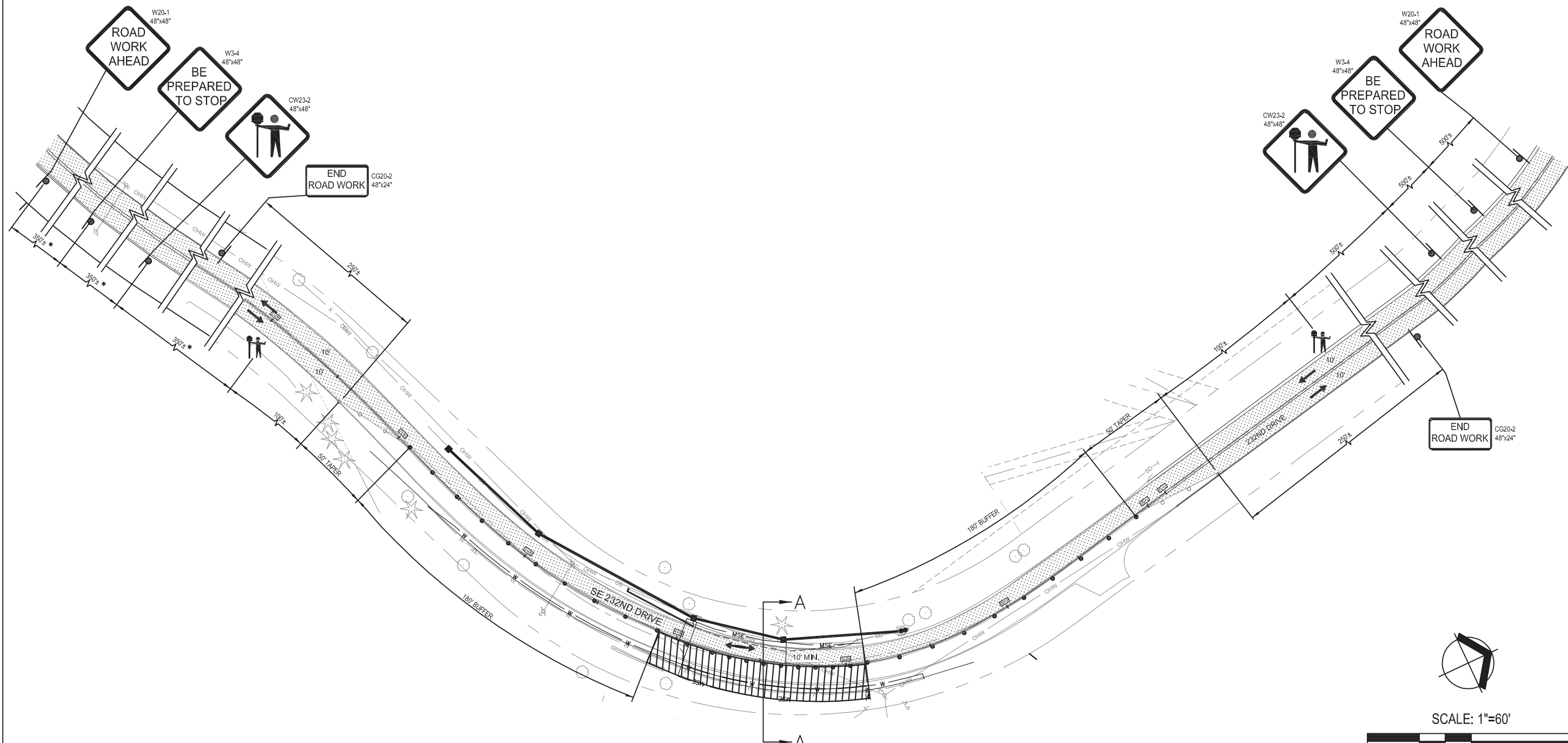
Sheet No.
TC-2

PROJECT NO.:








DATE: 12/03/2020

ONE LANE CLOSURE

232ND DRIVE - NB LANE



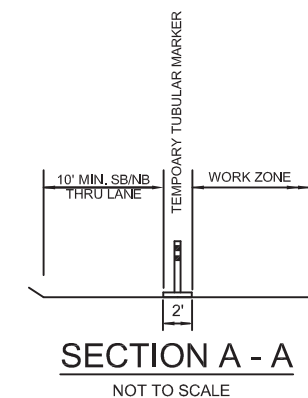
LEGEND

-  WORK ZONE
-  UNDER TRAFFIC
-  28" TEMPORARY TUBULAR MARKERS ON 10 FT. MAX SPACING
-  28" TEMPORARY TUBULAR MARKERS ON 20 FT. MAX SPACING
-  TEMPORARY PLASTIC DRUMS ON 20 FT. MAX SPACING
-  TEMPORARY SIGN
-  FLAGGER

GENERAL NOTES

1. SEE SHEET TC-1 FOR APPLICABLE ODOT STANDARD DRAWINGS.
2. SEE SPECIAL PROVISIONS FOR LANE CLOSURE RESTRICTIONS.
3. FLAGGERS TO MONITOR AND STOP TRAFFIC FOR PEDESTRIANS AND BIKES.
4. IF AN ABRUPT EDGE IS CREATED BY CONSTRUCTION, PROVIDE ABRUPT EDGE SIGNING PER ODOT STANDARD DRAWING TM800.

* INSTALL NB SIGNS NORTH OF CLACKAMAS HIGHWAY. SIGN SPACING MAY HAVE TO BE ADJUSTED.



227 SW Pine St, Suite 220
Portland, Oregon 97204



REGISTERED PROFESSIONAL ENGINEER
75,113
Date: 2020.12.07
Monica T Leal Sanchez
09:53:41-08'00"
OREGON
DECEMBER 12, 2012
MONICA TERESA LEAL
EXPIRES: DEC. 31, 2020

TRAFFIC CONTROL PLAN

232ND DRIVE AT MILEPOST 0.3

CLACKAMAS COUNTY

DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



DAN JOHNSON
DIRECTOR

DESIGNED BY:
AKW

DRAFTED BY:
REH

CHECKED BY:
MTL

REVISIONS

NO. DATE:

Sheet No.
TC-3

PROJECT NO.:

DATE: 12/03/2020



GENERAL NOTES

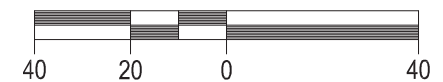
1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE OREGON STANDARD DRAWINGS, OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION (2021), CLACKAMAS COUNTY STANDARDS, AND THE SPECIAL PROVISIONS FOR THIS PROJECT.
2. REMOVE EXISTING STRIPING THAT CONFLICTS WITH PROPOSED STRIPING ON THIS PLAN SHEET. STRIPING SHALL BE REMOVED PER THE OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION AND PROJECT SPECIAL PROVISIONS. ALL OTHER STRIPING TO BE MAINTAINED AND PROTECTED UNLESS OTHERWISE NOTED.
3. ALL STRIPING SHALL BE INSTALLED AS PER OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION.
4. STRIPING SHALL BE HI-BUILD PAINT, SPRAYED, SURFACE MATERIAL. ALL STRIPING MATERIALS SHALL BE FROM THE ODOT QUALIFIED PRODUCTS LISTING.
5. FOR DETAILS NOT SHOWN, SEE TM500 SERIES OF THE OREGON STANDARD DRAWINGS.
6. ACCOMPANIED BY ODOT STANDARD DRAWING TM500.

LEGEND

- (W) INST. 4" WHITE LINE
- (D) INST. 4" DOUBLE YELLOW NO-PASS



SCALE: 1"=40'



227 SW Pine St, Suite 220
Portland, Oregon 97204



EXPIRES: DEC. 31, 2020

STRIPING PLAN

232ND DRIVE AT MILEPOST 0.3

DATE: 12/03/2020 PROJECT NO.:

CLACKAMAS COUNTY

DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



DAN JOHNSON
DIRECTOR

DESIGNED BY: AKW
DRAFTED BY: REH
CHECKED BY: MTL

REVISIONS

NO. DATE:

Sheet No.

ST-1

GENERAL CONDITIONS FOR CONSTRUCTION FOR CLACKAMAS COUNTY

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PART 00100 - GENERAL CONDITIONS

Section 00110 - Organization, Conventions, Abbreviations, and Definitions

Organization

00110.00 Organization of Specifications - The Specifications are comprised of the following:

- The "General Conditions for Construction for (Certified LPA) Clackamas County" published by the Agency, which contain Part 00100 "General Conditions", which deal with the solicitation process and contractual relationships.
- The "2021 Oregon Standard Specifications for Construction," Parts 00200 through 03000, published by the Oregon Department of Transportation which contain the detailed "Technical Specifications" involved in prosecution of the Work, organized by subject matter; and
- The Special Provisions.

In addition, throughout the Specifications:

- Each Part is divided into Sections and Subsections.
- Reference to a Section includes all applicable requirements of the Section.
- When referring to a Subsection, only the number of the Subsection is used; the word "Subsection" is implied.
- Where Section and Subsection numbers are not consecutive, the interval has been reserved for use in the Special Provisions or future expansion of the Standard Specifications.

Conventions

00110.05 Conventions Used throughout the Specifications Include:

a) Grammar - The "General Conditions for Construction for (Certified LPA) Clackamas County", Part 00100 "General Conditions", is written in the indicative mood, in which the subject is expressed. The "2021 Oregon Standard Specifications for Construction", published by the Oregon Department of Transportation, Parts 00200 through 03000, the detailed "Technical Specifications", are generally written in the imperative mood, in which the subject is implied. Therefore, throughout Parts 00200 through 03000, and on the Plans:

- The subject, "the Contractor", is implied.
- "Shall" refers to action required of the Contractor, and is implied.
- "Will" refers to decisions or actions of the Agency and/or the Engineer.
- The following words, or words of equivalent meaning, refer to the actions of the Agency and/or the Engineer, unless otherwise stated: "allowed", "directed", "established", "permitted", "ordered", "designated", "prescribed", "required", "determined".
- The words "approved", "acceptable", "authorized", "satisfactory", "suitable", "considered", and "rejected", "denied", "disapproved", or words of equivalent meaning, mean by or to the Agency and/or the Engineer, subject in each case to Section 00150 of the General Conditions.
- The words "as shown", "shown", "as indicated", or "indicated" mean "as indicated on the Plans".
- Certain Subsections labeled "Payment" contain statements to the effect that the accepted quantities "will be paid for at the Contract unit price, per unit of measurement, for the following items" (followed by a list of items). In such cases, the Agency will pay for only those Pay Items listed in the Schedule of Items.

(b) Capitalization of Terms - Capitalized terms, other than titles, abbreviations, and grammatical usage, indicate that they have been given a defined meaning in the Standard Specifications. Refer to Section 00110.20 "Definitions". Defined terms will always be capitalized in Part 00100; in Parts 00200 through 03000, defined terms will generally not be capitalized, with the notable exception of "the Contractor", "the Agency", and "the Engineer".

(c) Punctuation - In this publication the "outside method" of punctuation is employed for placement of the comma and the period with respect to quotation marks. Only punctuation that is part of the quoted matter is placed within quotation marks.

(d) References to Laws, Acts, Regulations, Rules, Ordinances, Statutes, Orders, and Permits - References are made in the text of the Specifications to "laws", "acts", "rules", "statutes", "regulations", "ordinances", etc. (collectively referred to for purposes of this Subsection as "Law"), and to "orders" and "permits" (issued by a governmental authority, whether local, state, or federal, and collectively referred to for purposes of this Subsection as "Permits"). Reference is also made to "applicable laws and regulations". The following conventions apply in interpreting these terms, as used in the Specifications.

- **Statutes and Rules** - Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR) referenced in the Specifications are accessible on line, including through the Oregon Legislative Counsel Committee website (see 00110.05(e)) and through the Oregon Secretary of State Archives Division web site. Clackamas County's Local Contract Review Board (LCRB) Rules are accessible online on the County's website (see 00110.05(e)).

- **Law** - In each case, unless otherwise expressly stated therein, the Law is to be understood to be the current version in effect. This also applies where a specific Law is referenced or cited, regardless of whether the text of the Law has been included in the Specifications or not, and regardless of whether the text of the Law has been summarized or paraphrased. In each case, the current version of the Law is applicable under any contract. The reader is therefore cautioned to check the actual text of the Law to confirm that the text included in the Specifications has not been modified or superseded.
 - **Permits** - Orders and permits issued by a government agency may be modified during the course of performing the work under a contract. Therefore, wherever the term "order" or "permit" is used in the Specifications, it is intended to refer to the then-current version. That version may be embodied in a modified, superseding order or permit, or it may consist of all terms and conditions of prior orders or permits that have not been superseded, as well as the additional terms added by amendment or supplement. In certain cases, the orders and/or permits are identified by name in the Specifications; in other cases the terms are used in the generic sense. The reader is cautioned to check the text(s) of each order and permit identified either by name or by generic reference.
 - **Applicable Laws and Regulations** - Where phrases such as "applicable law", "applicable laws and regulations", "applicable legal requirements" or similar phrases appear, they are to be understood as including all applicable laws, acts, regulations, administrative rules, ordinances, statutes, and orders and permits issued by a governmental or regulatory authority. The words "law" or "laws" may or may not be capitalized in such phrases.
- (e) Reference to Websites** - For Specifications that reference this Subsection, the Agency will identify the website addresses in the Special Provisions.

Abbreviations

00110.10 Abbreviations - Following are meanings of abbreviations used in the Standard Specifications, in the Special Provisions, on the Plans, and in other Contract Documents. Other abbreviations and meanings of abbreviations may be used in the individual Sections of the Standard Specifications to which they apply, in the Special Provisions, and in OAR 731-005 and OAR 731-007.

CCDA	-	Clackamas County Development Agency
DTD	-	Clackamas County Department of Transportation and Development
LCRB	-	Local Contract Review Board
NCPRD	-	North Clackamas Parks and Recreation District
ODFW	-	Oregon Department of Fish and Wildlife
UNS	-	Utility Notification System
WES	-	Water Environment Services of Clackamas County
AAR	-	Association of American Railroads
AASHTO	-	American Association of State Highway and Transportation Officials
ABC	-	Associated Builders and Contractors, Inc.
AC	-	Asphalt Concrete
ACI	-	American Concrete Institute
ACP	-	Asphalt Concrete Pavement
ACWS	-	Asphalt Concrete Wearing Surface
AGC	-	Associated General Contractors of America
AIA	-	American Institute of Architects
AISC	-	American Institute of Steel Construction
AISI	-	American Iron and Steel Institute
AITC	-	American Institute of Timber Construction
ANSI	-	American National Standards Institute
APA	-	Engineered Wood Association
APWA	-	American Public Works Association
AREMA	-	American Railway Engineering and Maintenance of Right-of-Way Association
ASCE	-	American Society of Civil Engineers
ASME	-	American Society of Mechanical Engineers
ASTM	-	American Society for Testing and Materials
ATPB	-	Asphalt Treated Permeable Base
ASTV	-	Actual Strength Test Value
AWG	-	American Wire Gauge
AWPA	-	American Wood Protection Association
AWS	-	American Welding Society
AWWA	-	American Water Works Association
CAGT	-	Certified Aggregate Technician
CAT-I	-	Certified Asphalt Technician I
CAT-II	-	Certified Asphalt Technician II
CBM	-	Certified Ballast Manufacturers
CCO	-	Contract Change Order

CCT	- Concrete Control Technician
CDT	- Certified Density Technician
CEBT	- Certified Embankment and Base Technician
CFR	- Code of Federal Regulations
CMDT	- Certified Mixture Design Technician
CPF	- Composite Pay Factor
CRSI	- Concrete Reinforcing Steel Institute
CS	- Commercial Standard, Commodity Standards Division, U.S. Department of Commerce
CSTT	- Concrete Strength Testing Technician
D1.1	- Structural Welding Code - Steel, American Welding Society, current edition
D1.5	- Bridge Welding Code, American Welding Society, current edition
DBE	- Disadvantaged Business Enterprise
DEQ	- Department of Environmental Quality, State of Oregon
DOGAMI	- Department of Geology and Mineral Industries, State of Oregon
DSL	- Department of State Lands, State of Oregon
EAC	- Emulsified Asphalt Concrete
EPA	- U.S. Environmental Protection Agency
ESCP	- Erosion and Sediment Control Plan
FHWA	- Federal Highway Administration, U.S. Department of Transportation
FSS	- Federal Specifications and Standards, General Services Administration
GSA	- General Services Administration
ICEA	- Insulated Cable Engineers Association (formerly IPCEA)
IES	- Illuminating Engineering Society
IMSA	- International Municipal Signal Association
ISO	- International Standards Organization
ISSA	- International Slurry Surfacing Association
ITE	- Institute of Transportation Engineers
JMF	- Job Mix Formula
MFTP	- Manual of Field Test Procedures (ODOT)
MIL	- Military Specifications
MSC	- Minor Structure Concrete
MUTCD	- Manual on Uniform Traffic Control Devices for Streets and Highways, FHWA, U.S. Department of Transportation
NEC	- National Electrical Code
NEMA	- National Electrical Manufacturer's Association
NESC	- National Electrical Safety Code
NIST	- National Institute of Standards and Technology
NPDES	- National Pollutant Discharge Elimination System
NPS	- Nominal Pipe Size (dimensionless)
OAR	- Oregon Administrative Rules
ODA	- Oregon Department of Agriculture
ODOT	- Oregon Department of Transportation
ORS	- Oregon Revised Statutes
OR-OSHA	- Oregon Occupational Safety and Health Division of the Department of Consumer and Business Services
OSHA	- Occupational Safety and Health Administration, U.S. Department of Labor
PCA	- Portland Cement Association
PCC	- Portland Cement Concrete
PCI	- Precast/Prestressed Concrete Institute
PCP	- Pollution Control Plan
PF	- Pay Factor of a constituent
PLS	- Professional Land Surveyor
PMBB	- Plant Mixed Bituminous Base
PTI	- Post-Tensioning Institute
PUC	- Public Utility Commission, State of Oregon
QA	- Quality Assurance
QC	- Quality Control
QCT	- Quality Control Technician
QL	- Quality Level
QPL	- Qualified Products List
RAP	- Reclaimed Asphalt Pavement
REA	- Rural Electrification Administration, U.S. Department of Agriculture
RMA	- Radio Manufacturers Association or Rubber Manufacturers Association
SAE	- Society of Automotive Engineers
SI	- International System of Units (Système Internationale)

SRCM	- Soil and Rock Classification Manual (ODOT)
SSPC	- Society for Protective Coatings
T	- Tolerances, AASHTO Test Method
TM	- Test Method (ODOT)
TV	- Target Value
UBC	- Uniform Building Code (as adopted by the State of Oregon)
UL	- Underwriters Laboratory, Inc.
UPC	- Uniform Plumbing Code (as adopted by the State of Oregon)
USC	- United States Code
WAQTC	- Western Alliance for Quality Transportation Construction
WCLIB	- West Coast Lumber Inspection Bureau
WWPA	- Western Wood Products Association

Definitions

00110.20 Definitions - Following are definitions of words and phrases used in the Standard Specifications, in the Special Provisions, on the Plans, and in other Contract Documents. Other definitions may be in the individual Sections of the Standard Specifications to which they apply, in the Special Provisions, and in OAR 731-005 and OAR 731-007.

3D Engineered Model - The Agency-prepared electronic file(s) that identify northing, easting, and elevation to represent the Work to be performed. The 3D Engineered Model may include the surface model(s) or other designed Work elements and is an electronic representation of the line, grade, and Cross Section applicable to the Project.

3D Construction Model - Supplemental unstamped 3D model, not furnished by the Agency, that the Contractor is required to submit to the Engineer.

Act of God or Nature - A natural phenomenon of such catastrophic proportions or intensity as would reasonably prevent performance.

Actual Strength Test Value (ASTV) - The ASTV at 28 Days is the average compressive strength of the three cylinders tested. All specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing shall be discarded. The average strength of the remaining cylinders shall then be considered the test result.

Addendum - A written or graphic modification, issued before the opening of Bids, which revises, adds to, or deletes information in the Solicitation Documents or previously issued Addenda.

Additional Work - Increased quantities of any Pay Item, within the scope of the Contract, for which a unit price has been established.

Advertisement - The public announcement (Notice to Contractors) inviting Bids for Work to be performed or Materials to be furnished.

Agency - The County, as defined below, which has entered into a Contract with the Contractor.

Agency-Controlled Lands - Lands owned by the Agency, or controlled by the Agency under lease or agreement, or under the jurisdiction and control of the Agency for the purposes of the Contract.

Aggregate - Rock of specified quality and gradation.

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

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

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

Attorney-in-Fact - An Entity appointed by another to act in its place, either for some particular purpose, or for the transaction of business in general.

Award - Written notification to the Bidder that the Bidder has been awarded a Contract.

Base - A Course of specified material of specified thickness placed below the Pavement.

BCC - The Clackamas County Board of County Commissioners

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

Bid Bond - The Surety bond for Bid guaranty.

Bid Booklet - The bound paper version included in the Solicitation Documents, or the electronic version that is available to be downloaded from the ORPIN website that contain the information identified in 00120.10 (see 00110.05(e)).

Bid Closing - The date and time after which Bids, Bid modifications, and Bid withdrawals will no longer be accepted. The date and time for Bid Closing is the same as the date and time for Bid Opening.

Bid Documents- The following documents together comprise the Bid Documents including but not limited to:

- INVITATION TO BID
 - Class of Project
- INSTRUCTIONS TO BIDDERS
 - Description and location of the proposed Project
 - Time, date, and location for opening Bids
- BID SUPPLEMENTAL CHECK LIST
- BID PROPOSAL
 - Bid Signature page
- SCHEDULE OF PRICES
- FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
- AFFIDAVIT OF NON COLLUSION
- CERTIFICATE REGARDING INELIGIBLE CONTRACTORS
- CONFLICT OF INTEREST (COI) FORM
- BID BOND
- PERFORMANCE AND PAYMENT BONDS
- CERTIFICATE OF INSURANCE
- PREVAILING WAGE RATES
- GENERAL INFORMATION, STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS
- PLANS AND DRAWINGS
- AGREEMENT FORM
 - Project completion time
- DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMMITMENT REQUIREMENTS
- DBE INFORMATION PAGE
- DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM
- ASSIGNED DBE CONTRACT GOAL
- ODOT DBE POLICY STATEMENT
- DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS
- EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS
- EQUAL EMPLOYMENT OPPORTUNITY-ASPIRATIONAL TARGET PROVISIONS
- ON-SITE WORKFORCE AFFIRMATIVE ACTION REQUIREMENTS FOR WOMEN AND MINORITIES ON FEDERAL-AID CONTRACTS
- REQUIRED CONTRACT PROVISION FEDERAL-AID CONSTRUCTION CONTRACTS (FHWA 1273)
- INSURANCE CERTIFICATION APPROACH ROAD, UTILITY OR MISCELLANEOUS PERMITS

Bid Opening - The date and time Bids are opened.

Bid Schedule - The list of Pay Items, their units of measurement, and estimated quantities. (When a Contract is awarded, the Bid Schedule becomes the Schedule of Items.)

Bid Section - The portion of the Bid Booklet containing all pages after the Bidder's checklist and before the appendix.

Bidder - An Entity that submits a Bid in response to an invitation to bid.

Bike Lane - A lane in the Traveled Way, designated by striping and Pavement markings for the preferential or exclusive use of bicyclists.

Borrow - Material lying outside of planned or required Roadbed excavation used to complete Project earthwork.

Boulders - Particles of Rock that will not pass a 12-inch square opening.

Bridge - A single or multiple span Structure, including supports, that carries motorized and non-motorized vehicles, pedestrians, or utilities on a Roadway, walk, or track over a watercourse, Highway, Railroad, or other feature.

Buttress - A Rock fill placed at the toe of a landslide or potential landslide in order to resist slide movement.

Calendar Day - Any Day shown on the calendar, beginning and ending at midnight.

Camber - A slight arch in a surface or Structure to compensate for loading.

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

Changed Work - Work included in a Pay Item and within the scope of the Contract that is different from that reflected in the Contract Documents. (See 00140.30.)

Class of Project - A designation based on a Project's funding source, (i.e., State or Federal-aid).

Class of Work - A designation referring to the type of Work in which Bidders must be prequalified. Classes of Work are limited to those listed in ODOT's Contractor's Prequalification Application.

Clay - Soil passing a No. 200 sieve that can be made to exhibit plasticity (putty-like properties) within a range of water contents.

Clear Zone - The total roadside border area, starting at the edge of the Traveled Way, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a non-recoverable slope, and/or a clear run-out area. The desired width is dependent upon the traffic volumes and speeds and on the roadside geometry.

Close Conformance - Where working tolerances are given on the Plans or in the Specifications, Close Conformance means compliance with those tolerances. Where working tolerances are not given, Close Conformance means compliance, in the Engineer's judgment, with reasonable and customary manufacturing and construction tolerances.

Coarse Aggregate - Crushed Rock or crushed Gravel retained on a 1/4-inch sieve, with allowable undersize.

Cobbles - Particles of Rock, rounded or not, that will pass a 12-inch square opening and be retained on a 3-inch sieve.

Commercial Grade Concrete - Concrete furnished according to Contractor proportioning, placed in minor Structures and finished as specified.

Construction Contracts Unit – Agency's office that administers construction contracts

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

Contract Amount - Sum of the Pay Item amounts computed by multiplying the Pay Item quantities by the unit prices in the Schedule of Items.

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

Contract Time - The amount of time allowed to complete the Work under the Contract.

Contractor - The Entity awarded the Contract according to the solicitation.

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

Course - A specified Surfacing Material placed in one or more Lifts to a specified thickness.

Coverage - One Pass by a piece of Equipment over an entire designated area.

Cross Section - The exact image formed by a plane cutting through an object, usually at right angles to a central axis, to determine area.

Day - A Calendar Day including weekdays, weekends, and holidays, unless otherwise specified.

Department – A subdivision of the Agency.

Durable Rock - Rock that has a slake durability index of at least 90% based on a two-cycle slake durability test, according to ASTM D4644. In the absence of test results, the Engineer may evaluate the durability visually.

Emulsified Asphalt - Emulsified asphalt cement.

Emulsified Asphalt Concrete - A mixture of Emulsified Asphalt and graded Aggregate.

Engineer - The Engineer who represents the Agency and who is designated by the Agency to administer the Contract.

Entity - A natural person capable of being legally bound, sole proprietorship, limited liability company, corporation, partnership, limited liability partnership, limited partnership, for-profit or nonprofit unincorporated association, business trust, two or more persons having a joint or common economic interest, or any other person with legal capacity to contract, or a government or governmental subdivision.

Equipment - All machinery, tools, manufactured products, and fabricated items needed to complete the Contract or specified for incorporation into the Work.

Establishment Period - The time specified to assure satisfactory establishment and growth of planted Materials.

Existing Surfacing - Pavements, slabs, curbs, gutters, walks, driveways, and similar constructions of bricks, blocks, portland cement concrete, bituminous treated materials, and granular Surfacing materials on existing Highways.

Extra Work - Work not included in the Contract, but deemed by the Engineer to be necessary to complete the Project.

Final Acceptance - Written confirmation by the Agency that the Project has been completed according to the Contract, with the exception of latent defects and Warranty obligations, if any, and has been accepted.

Final Inspection - The inspection conducted by the Engineer to determine that the Project has been completed according to the Contract.

Fine Aggregate - Crushed Rock, crushed Gravel, or Sand that passes a 1/4-inch sieve, with allowable oversize.

First Notification - Written acknowledgment by the Engineer of the date on which workers employed by the Contractor or a Subcontractor have begun performance of the Contract, including Aggregate source development or erection of a plant, but not including installation of covered temporary signs according to Section 00222.

Force Account Work - Items of Extra Work ordered by the Engineer that are to be paid according to Section 00197.

Granular Material - Graded and selected free-draining material composed of particles of Rock, Sand, and Gravel.

Gravel - Particles of Rock, rounded or not, that will pass a 3-inch sieve and be retained on a No. 4 sieve.

Highway - Every road, street, thoroughfare and place, including Bridges, viaducts and other Structures within the boundaries of the State, open, used or intended for use by vehicular traffic.

Incidental - A term identifying those acts, services, transactions, property, Equipment, labor, Materials, or other items for which the Agency will make no separate or additional payment.

Inspector - The representative of the Engineer authorized to inspect and report on Contract performance.

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

Legal Holiday - As defined in 00170.65 "Minimum Wage and Overtime Rates for Public Works Projects".

Leveling - Placing a variable-thickness Course of Materials to restore horizontal and vertical uniformity to existing Pavements, normally continuous throughout the Project.

Lift - The compacted thickness of material placed by Equipment in a single Pass.

Mandatory Source - A material source provided by the Agency from which the Contractor is required to obtain Materials. (See 00160.00(b) and 00160.40.)

Materials - Any natural or manmade substance specified for use in the construction of the Project or for incorporation into the Work.

Median - The portion of a divided Highway separating traffic traveling in opposite directions.

Multiple Course Construction - Two or more Courses, exclusive of Patching or Leveling, placed over the entire Roadway width.

Multi-Use Path - That portion of the Highway Right-of-Way or a separate Right-of-Way, physically separated from motor vehicle traffic and designated for use by pedestrians, bicyclists and other non-motorized users.

Neat Line - Theoretical lines specified or indicated on the Plans for measurement of quantities.

Nondurable Rock - Rock that has a slake durability index of less than 90% based on a two-cycle slake durability test, as tested by ASTM D4644, or Rock that is observed to readily degrade by air, water, and mechanical influence.

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

Notice to Contractors - The public announcement inviting Bids for Work to be performed or Materials to be provided.

Notice to Proceed - Written notice authorizing the Contractor to begin performance of the Work.

On-Site Work - Any Work taking place on the Project Site, including designated staging areas adjacent to the Project Site, except for installation of covered temporary signs according to Section 00222.

Organic Soil - A Soil with sufficient organic content to influence the Soil properties.

ORPIN – Oregon Procurement Information Network (orpin.oregon.gov).

Owner – Synonymous with Agency.

Panel - The width of specified Material being placed by Equipment in a single Pass.

Pass - One movement of a piece of Equipment over a particular location.

Patching - Placing a variable-thickness Course of Materials to correct sags, dips, and/or bumps to the existing grade and Cross Section, normally intermittent throughout the Project.

Pavement - Asphalt concrete or portland cement concrete placed for the use of motor vehicles, bicycles, or pedestrians on Roadways, Shoulders, Multi-Use Paths and parking areas.

Pay Item (Contract Item) - A specific unit of Work for which a price is provided in the Contract.

Payment Bond - The approved security furnished by the Contractor's Surety as a guaranty of the Contractor's performance of its obligation to pay promptly in full all sums due for Materials, Equipment, and labor furnished to complete the Work.

Peat - A Soil composed primarily of vegetative matter in various stages of decomposition, usually with an organic odor, dark brown to black color, and a spongy consistency.

Performance Bond - The approved security furnished by the Contractor's Surety as a guaranty of the Contractor's performance of the Contract.

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

Plans - Standard and Supplemental Drawings, and approved unstamped and reviewed stamped Working Drawings. (See 00150.10 and 00150.35.)

Project - The sum of all Work to be performed under the Contract.

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

Project Site - The geographical dimensions of the real property on which the Work is to be performed, including designated contiguous staging areas.

Prospective Source - A Material source provided by the Agency, from which the Contractor has the option of obtaining Materials. (See 00160.00(a) and 00160.40.)

Publicly-Owned Equipment - Equipment acquired by a state, county, municipality or political subdivision primarily for use in its own operations.

Public Traffic - Vehicular or pedestrian movement, not associated with the Contract Work, on a public way.

Railroad - Publicly or privately owned rail carriers, including passenger, freight, and commuter rail carriers, their tenants, and licensees. Also, Utilities that jointly own or use such facilities.

Right-of-Way - Land, property, or property interest, usually in a strip, acquired for or devoted to transportation or other public works purposes.

Roadbed - Completed excavations and embankments for the Subgrade, including ditches, side slopes, and slope rounding, if any.

Roadside - The area between the outside edges of the Shoulders and the Right-of-Way boundaries. Unpaved Median areas between inside Shoulders of divided Highways and infield areas of interchanges are included.

Roadway - That portion of a Highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or Shoulder. If a Highway includes two or more separate Roadways, the term "Roadway" refers to any such Roadway separately, but not to all such Roadways collectively. (See Traveled Way.)

Rock - Natural deposit of solid material composed of one or more minerals occurring in large masses or fragments.

Sand - Particles of Rock that will pass a No. 4 sieve and be retained on a No. 200 sieve.

Schedule of Items - The list of Pay Items, their units of measurement, estimated quantities, and prices.

Schedule of Values - The breakdown of the values of the component elements comprising a lump sum Pay Item.

Second Notification - Written acknowledgment by the Engineer of the end of Contract Time according to 00180.50(g).

Shop Drawings – Synonymous with Working Drawings.

Shoulder - The part of a Roadbed contiguous to the Traveled Way or Roadway, whether paved or unpaved, for accommodating stopped vehicles, for emergency use and for lateral support of Base and surface Courses.

Silt - Soil passing a No. 200 sieve that is nonplastic or exhibits very low plasticity.

Single Course Construction - A wearing Course only, not including patching or Leveling Courses or partial width Base Course.

Slope - Vertical distance to horizontal distance, unless otherwise specified.

Soil - Accumulations of particles produced by the disintegration of Rock, which sometimes contains organic matter. Particles may vary in size from Clay to Boulders.

Solicitation Document - Synonymous with Bid Documents.

Special Provisions - The special directions, provisions, and requirements specific to a Project that supplement or modify the Standard Specifications. Permits and orders governing the Project that are issued directly to the Agency by a governmental or regulatory authority are considered to be part of the Special Provisions, to the extent and under the conditions stipulated in the Special Provisions. This includes any amended or supplemental permits or orders issued during the course of performing the Work under a Contract.

Special Services - Work services that the Contractor and Engineer agree cannot be satisfactorily performed by the Contractor's and Subcontractors' forces, (e.g., fabrication and machining work that is most effectively performed away from the Project Site, or rental of operated Equipment as defined in 00180.20(c)).

Specifications - The Standard Specifications and Special Provisions, together with all provisions of other documents incorporated therein by reference.

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

Standard Specifications - "General Conditions for Construction for Clackamas County" published by the Agency and the "2021 Oregon Standard Specifications for Construction", Parts 00200 through 03000, "Technical Specifications", current edition, published by the Oregon Department of Transportation and as amended by the Agency. It provides directions, provisions, and requirements necessary for performing public improvement projects.

State - The State of Oregon.

Structures - Bridges, retaining walls, endwalls, cribbing, buildings, culverts, manholes, catch basins, drop inlets, sewers, service pipes, underdrains, foundation drains, and other similar features which may be encountered in the Work.

Subbase - A Course of specified material of specified thickness between the Subgrade and a Base.

Subcontractor - An Entity having a direct contract with the Contractor or another Subcontractor, at any tier, to perform a portion of the Work.

Subgrade - The top surface of completed earthwork on which Subbase, Base, Surfacing, Pavement, or a Course of other Material is to be placed.

Substructure - Those parts of a Structure which support the Superstructure, including bents, piers, abutments, and integrally built wing walls, up to the surfaces on which bearing devices rest. Substructure also includes portions above bearing surfaces when those portions are built integrally with a Substructure unit (e.g., backwalls of abutments). When Substructure and Superstructure elements are built integrally, the division between Substructure and Superstructure is considered to be at the bottom soffit of the longitudinal or transverse beam, whichever is lower. Culverts and rigid frames are considered to be entirely Substructure.

Superstructure - Those parts of a Structure above the Substructure, including bearing devices.

Supplemental Drawings - The Agency-prepared detailed drawings for Work or methods of construction that are Project specific, and are denoted by title in the Project title block.

Supplier - The Entity that furnishes goods to be incorporated into the Work.

Surety - The Entity that issues the bond.

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

Third Notification - Written acknowledgment by the Engineer, subject to Final Acceptance, that as of the date of the notification the Contractor has completed the Project according to the Contract, including, without limitation, completion of all minor corrective work, Equipment and plant removal, site clean-up, and submittal of all certifications, bills, forms and documents required under the Contract.

Ton - One short ton of 2,000 pounds (Ton, ton, Tn, or T).

Topsoil - Soil ready for use in a planting bed.

Traffic Lane - That part of the Traveled Way marked for moving a single line of vehicles.

Traveled Way - That part of the Highway for moving vehicles, exclusive of berms and Shoulders.

Typical Section - That Cross Section established by the Plans or the 3D Engineered Model which represents in general the lines to which the Contractor shall work in the performance of the Contract.

Unsuitable Material - Frozen material, or material that contains organic matter, muck, humus, Peat, sticks, debris, chemicals, toxic matter, or other deleterious materials not normally suitable for use in earthwork.

Utility - A line, facility, or system for producing, transmitting, or distributing communications, power, electricity, heat, gas, oil, water, steam, waste, stormwater not connected with highway drainage, or any other similar commodity which directly or indirectly serves the public. The term may also mean the utility company, district, or cooperative owning and operating such facilities, including any wholly-owned or controlled subsidiary.

Warranty Bond - The approved security furnished by the Contractor's, Subcontractor's, or Supplier's Surety as a guaranty of the Contractor's performance of its warranty obligations.

Wetlands - Areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, vegetation typically adapted for life in saturated Soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Work - The furnishing of all Materials, Equipment, labor, and Incidentals necessary to successfully complete any individual Pay Item or the entire Contract, and the discharge of duties and obligations imposed by the Contract.

Work Day or Working Day - Every Calendar Day excluding Saturdays, Sundays and legal holidays as listed in ORS 187.010.

Working Drawings - Supplemental Plans, not furnished by the Agency, that the Contractor is required to submit to the Engineer. (See 00150.35.)

Section 00120 - Bidding Requirements and Procedures

00120.00 Prequalification of Bidders - The Agency requires Contractors to be prequalified with the Oregon Department of Transportation (ODOT), which will prequalify Bidders according to ODOT's Oregon Administrative Rules and prequalification procedures. A Bidder must file for prequalification and pay a fee. Bidders shall make application for prequalification, and for required renewals, on standard forms available from the ODOT Procurement Office - Construction Contracts Unit website (see 00110.05(e)). Bidders shall return the completed application and fee to the ODOT Procurement Office - Construction Contracts Unit by one of the following methods:

- If hand delivered, the application shall be date stamped with the provided date stamping device and the application and fee shall be placed in the ODOT Procurement Office Bid Box located in the lobby of:

Oregon Department of Transportation
3930 Fairview Industrial Drive SE
Salem, OR 97302.

- If delivered by mail or parcel delivery service, the application and fee shall be sent to:

ODOT Procurement Office - Construction Contracts Unit, MS# 2-2
3930 Fairview Industrial Drive SE
Salem, OR 97302-1166.

Contracts will only be awarded to Bidders who, at the time of Bid Opening, are prequalified in the Class or Classes of Work specified in the Special Provisions, except that a Bidder whose prequalification has been revoked or revised as provided in ORS 279C.430(4) may also be eligible for Award under that statute if the Project was advertised prior to the revocation or revision. The Agency will consider a Bid from a Bidder whose complete application for prequalification has been received by the ODOT Procurement Office - Construction Contracts Unit at least 10 Calendar Days before the opening of Bids. Bidders shall submit Bids in the same company name used on the prequalification application; provided however, if Bidder's legal name has changed since the submittal of its application for prequalification, it shall submit its Bid under its current legal name with the former name referenced by "formerly known as".

The Agency will regularly evaluate the performance of Contractors on its projects for purposes of responding to reference checks, future prequalification and determinations of responsibility.

Also See Section 2, Instructions to Bidders.

00120.01 General Bidding Requirements – See Bid Documents, and:

As and when applicable, the Contractor shall maintain the certifications required by ORS 279A.107.

00120.05 Requests for Solicitation Documents – See Notice of Public Improvement Contract Opportunity. Anyone requesting Solicitation Documents will receive electronic versions of the Bid Documents, Construction Plans and Drawings, referenced environmental permits and subsurface investigations.

Electronic version of the 2021 Oregon Standard Specifications for Construction, might be found on the Oregon Department of Transportation's website (see 00110.05(e)).

00120.10 Bid Booklet - The Bid Booklet is synonymous with the Bid Documents (see definition in 00110.20)

00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered - Before submitting a Bid, Bidders shall make a careful visual examination of the site of the proposed Work, the Bid Booklet, Plans, and Specifications. Each Bidder shall thoroughly examine and be familiar with legal and procedural documents, General Conditions for Construction for (Certified LPA) Clackamas County, Specifications, drawings, Plans, Addenda (if any), and all other Contract Documents. The submission of a Bid shall constitute an acknowledgment upon which the County may rely, that the Bidder is experienced in the uses and interpretation of Plans and Specifications such as those included in the Contract Documents and has thoroughly examined and is familiar with the Contract Documents.

Bidders shall also contact Utility owners to verify all Utilities' anticipated involvement on the Project Site. Bidders shall also review any subsurface investigation material referenced in 00120.25 that may be available and conduct additional investigation of any unusual condition apparent during the visual site examination. As soon as reasonably practicable after noting any such unusual condition, Bidder shall notify Agency, in writing, of any such unusual condition and the additional investigation undertaken by Bidder. Submission of a Bid will constitute confirmation that the Bidder has examined the Project Site and finds the Plans and Specifications to be sufficiently detailed and accurate to enable Bidder to properly perform the Work and understands the conditions to be encountered in performing the Work and all requirements of the Contract.

The Bidder is responsible for loss or unanticipated costs suffered by the Bidder because of the Bidder's failure to fully examine the site and become fully informed about all conditions of the Work, or failure to request clarification of Plans and Specifications Bidder believes to be erroneous or incomplete. The failure or neglect of a bidder to receive or examine any of the Contract Documents, perform site investigations and/or other investigations or examinations shall in no way relieve the Bidder from any obligations with respect to the bid or the contract.

Any clarification of Plans and Specifications needed by the Bidder shall be requested in writing through the Engineer. Unless the procurement period is shorter than one week, requests for changes or clarification shall be submitted at least five days prior to the date of Bid Closing. The Agency will respond to each request at least 72 hours prior to the date of Bid Closing. If the Procurement period is less than seven days, requests shall be submitted within one day after the Procurement is issued and the Agency will issue its response to each such request at least 24 hours prior to Bid Closing. Failure to timely request clarification or changes shall be deemed acceptance of all of the terms and conditions of the Procurement. Oral explanations or interpretations given before receiving Bids for a Project will not be binding. To be binding, interpretation of the Plans and Specifications by the Agency must be made by written Addendum furnished to all Holders of Bidding Plans according to 00120.30. Notification of erroneous or incomplete Plans or Specifications shall also be submitted to the Engineer. Such notification shall also be made in sufficient time for the Agency to make any necessary modifications and issue Addenda to Bidders prior to Bid Closing.

00120.16 Material, Equipment, and Method Substitutions- See Section 2, Instructions to Bidders, Article 3 - When the Contract specifies certain Materials, Equipment, products, and/or methods, the Bidder shall include those Materials, Equipment, products, and/or methods in the Bid unless the Engineer has issued an Addendum granting approval to substitute. Unless the Engineer has approved substitutions of Materials, Equipment, products, and/or methods prior to opening of Bids, the Bidder shall furnish the items specified in the Contract. Substitution after Award is specified in 00180.31(b), 00180.31(c), and 00180.31(d). The procedure for requesting approval is as follows:

- (a) **Written Request** - Unless specified as the subject of an exemption per ORS 279C.345, if a Bidder proposes to use Materials, Equipment, products, and/or methods other than those specified, the Bidder shall send a written request to the Engineer, at least 7 Calendar Days prior to Bid Opening, including complete descriptive and technical information on the proposed Materials, Equipment, products, and/or methods.
- (b) **Functional Similarity** - Materials, products, and Equipment proposed for substitution shall be similar in design, and equal or better in quality and function to those specified.
- (c) **Manufacturer's Information** - If manufacturers' brochures or information is needed, the Bidder shall submit three copies of each with all pertinent information clearly marked.
- (d) **Differences** - The Bidder shall specifically note all differences between the specified Materials, Equipment, products, and/or methods and the proposed substitutes.
- (e) **Cost** - Where a substitute will result in alteration of the design or space requirements, or any other modifications to the Plans, the Bidder shall include in the substitution request all items of cost for the revised design and construction.
- (f) **Notification of Holders of Bidding Plans** - If the Engineer approves any proposed substitution, such approval, and any modifications necessitated to the design and construction by the substitution, will be acknowledged by Addenda.

00120.17 Use of Agency-Owned Land for Staging or Storage Areas - The Contractor may use Agency-owned property for staging or storage areas, subject to the following limitations:

- (a) **Within Normal Right-of-Way Limits** - If approved by the Engineer, the Contractor may use available property within the normal Right-of-Way limits for the purpose of constructing improvements under the Contract. Where the Agency owns, or has rights to, other adjacent properties in the Project area, "normal Right-of-Way" is limited to a line drawn across that property connecting the normal Right-of-Way limits on either side of the property.
- (b) **Outside Normal Right-of-Way Limits** - The Contractor may not use Agency-owned property outside of normal Right-of-Way limits for the Project without the approval of the Engineer.

If a Bidder obtains approval before submitting a Bid, use of the property will be at no cost to the Contractor, or at a cost stated by the Engineer upon granting approval, as confirmed by Addendum.

If approval is not obtained before submitting a Bid, and the Contractor proposes to use Agency-owned property outside the normal Right-of-Way limits, then use of the property may be approved by the Engineer, but the Contractor will be assessed fair market value, as determined by the Engineer, for use of the property.

- (c) **Restrictions on Use** - Contractors shall comply with all applicable laws, ordinances, and regulations pertaining to use of Agency-owned property, and shall:
 - Not cause unreasonable impacts on traffic and other facility users.
 - Clean up all hazardous materials deposited by, or resulting from, Contractor operations.

- Be responsible for all costs associated with use of the property.

00120.20 Interpretation of Quantities in Bid Schedule - Quantities appearing in the Bid Schedule are approximate and are provided only for comparison of Bids. The Agency does not warrant that the actual individual items, amount of Work, or quantities will correspond to those shown in the Bid Schedule. Payment to the Contractor will be made only for actual quantities of Work performed and accepted or Materials furnished and accepted, as required by the Contract. Quantities of Work to be performed and Materials to be furnished may each be increased, decreased, or omitted as provided in 00120.30 and 00140.30.

00120.25 Subsurface Investigations - If the Agency or its consultant has conducted subsurface or geologic investigations of the proposed Project Site, the results of the investigations may be included in written reports. If reports have been prepared, copies will be available at the Engineer's office. If the Agency has retained subsurface samples, they will also be available for inspection. Bidders and the Contractor may make arrangements for viewing the samples through the Engineer's office.

The availability of subsurface information from the Agency is solely for the convenience of the Bidder and shall not relieve the Bidder or the Contractor of any risk, duty to make examinations and investigations as required by 00120.15, or other responsibility under the Contract Documents. It is mutually agreed to by all parties that:

- The written report(s) are reference documents and not part of the Contract Documents.
- The subsurface investigations made by the Agency are for the purpose of obtaining data for planning and design of the Project.
- The data for individual test boring logs apply only to that particular boring and is not intended to be conclusive as to the character of any material between or around test borings.
- If Bidders use this information in preparing a Bid, it is used at their own risk, and Bidders are responsible for all conclusions, deductions, and inferences drawn from this information.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids - :The County reserves the right to make necessary changes or corrections to the Contract Documents at any time prior to the opening of bids via Addenda. The County will notify Bidders whose names and electronic mail (email) addresses appear on the Plan Holder's List, of change or corrections by electronic mail (email). The County may elect to notify Bidders by telephone initially and follow up with an electronic mail notification. All Addenda will be posted to the project's ORPIN listing.

The County is not responsible for failure of Bidders to receive notifications of changes or corrections made by the County, and sent as stated above. Bids opened and found not to be based on the changes or corrections will not be considered and will be deemed non-responsive.

00120.40 Preparation of Bids - :

(a) General:

- (1) **Paper Bids** – See Section 2, Instructions to Bidders, Article 6.
- (2) **Email Bids** – See Section 2, Instructions to Bidders, Article 6.

(b) Bidding Considerations - Bidders may refer to the following Subsections for requirements that may affect bidding considerations:

Subsection	Requirements
00120.80	Reciprocal Preference for Oregon Resident Bidders
00130.80	Project Site Restrictions
00150.55	Cooperation with Other Contractors
00150.75	Protection and Maintenance of Work during Construction
00160.20(a)	Buy America
00160.20(b)	Buy Oregon
00170.07	Record Requirements
00180.20	Subcontracting Limitations
00180.21	Subcontracting
00195.00(a)	Cost of Insurance and Bonds
00195.50(a)(1)	Progress Estimates
00199.30	Claims Procedure

(c) Bid Schedule Entries:

(1) Paper Bid Schedule Entries - Using figures, Bidders shall fill in all blank spaces in the paper Bid Schedule. For each item in the paper Bid Schedule, Bidders shall enter the unit price and the product of the unit price multiplied by the quantity given. The unit price shall be greater than zero, shall contain no more than two decimal places to the right of the decimal point, and shall be expressed in U.S. dollars and cents (for example, \$150.25 or \$0.37). Unit prices submitted which contain more than two decimal places, will be truncated by the Agency at the second decimal place to determine the product of the unit price and quantity. No rounding will be considered or paid. Bidders Bid shall also enter the total amount of the Bid obtained by adding amounts for all items in the paper Bid Schedule. Corrections or changes of item entries shall be in ink, with incorrect entry lined out and correct entry entered and initialed.

(d) Bidder's Address and Signature Pages - See Section 2, Instructions to Bidders, Article 6.

(e) Bid Guaranty - See Section 2, Instructions to Bidders, Article 4.

(f) Disclosure of First-Tier Subcontractors - See Section 2, Instructions to Bidders, Article 16.

(g) Disclosure of Conflict of Interest - Agency has adopted the ODOT Conflict of Interest Guidelines and disclosure requirements. Bidders shall review the Agency's Conflict of Interest Guidelines, and if any disclosures are required (with the exception of any required disclosures for Subcontractors, which are addressed under 00180.21), Bidders shall complete the Conflict of Interest Disclosure Form(s) and submit to the Agency, before the time Bids are due to be submitted according to 00120.45(a). The ODOT Conflict of Interest Guidelines and Conflict of Interest Disclosure Form are available on the ODOT Procurement Office website (see 00110.05(e)).

If disclosures are not required under the Agency's Conflict of Interest Guidelines, no disclosures need be submitted.

00120.45 Submittal of Bids: See Section 2, Instructions to Bidders, Article 8.

00120.60 Revision or Withdrawal of Bids: See Section 2, Instructions to Bidders, Article 11.

00120.65 Opening and Comparing Bids - Bids will be opened and the total price for each Bid will be read publicly at the time and place specified in the Bid Advertisement. Bidders and other interested parties are invited to be present.

Bids for each Project will be compared on the basis of the total amount of each Bid. The total amount of the Bid will be the total sum computed from quantities listed in the Bid Schedule and unit prices entered by the Bidder.

In case of conflict between the unit price and the corresponding extended amount, the unit price shall govern, and the Agency may make arithmetic corrections on extension amounts.

00120.68 Mistakes in Bids -

General - Clarifications to or withdrawal of a bid after Bid Closing because of an inadvertent mistake in the Bid requires careful consideration by the County to protect the integrity of the competitive bidding system and to assure fairness to all Bidders. Bid corrections or withdrawal by reason of a non-judgmental mistake is permissible, but only to the extent it is not contrary to the interest of the County or the fair treatment of other Bidders. Mistakes in Bids are governed under LCRB Rule C-049-350.

00120.70 Rejection of Non-responsive Bids - A Bid will be considered irregular and will be rejected if the irregularity is deemed by the Agency to render the Bid non-responsive. Examples of irregularities include, without limitation:

- The Bid Section documents provided are not properly used or contain unauthorized alterations.
- The Bid is incomplete or incorrectly completed.
- The Bid contains improper additions, deletions, alternate Bids, or conditions.
- The Bid is submitted on documents not obtained directly from the Agency, or is submitted by a Bidder who has not been identified by the Agency as a Holder of Bidding Plans, as required by 00120.05.
- The Bid or Bid modifications are not signed by a person authorized to submit Bids or modify Bids, as required by 00120.01.
- A member of a joint venture and the joint venture submit Bids for the same Project. Both Bids may be rejected.
- The Bid has entries not typed or in ink, or has signatures or initials not in ink (save for changes received by email as provided by 00120.60).
- Each change or correction is not individually initialed.
- White-out tape or white-out liquid is used to correct item entries.
- The price per unit cannot be determined.
- The Agency finds that it is in the public interest to do so (ORS 279C.395).
- The Bid guaranty is insufficient or improper.
- The original Bid Bond form is not used or is altered.
- Pre-Qualification submission requirements are not met.
- The Oregon Construction Contractors Board registration number and expiration date are not shown on the Bid if required in the Solicitation Document. This requirement applies to Agency and State-funded Projects, with the exception of Aggregate production and landscape Projects. (Not required on Federal-aid Projects.)
- A disclosure of first-tier Subcontractors, if required under 00120.40(f), is not received within two working hours of the time Bids are due to be submitted, or the disclosure form is not complete.
- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.
- The Bidder has not complied with the DBE requirements of the solicitation.
- The Bid does not acknowledge all issued Addenda.

- The Bid contains entries that are not greater than zero.
- The Bid contains entries with more than two decimals to the right of the decimal point.
- The Bid entries are not expressed in U.S. dollars and cents.
- The Bidder has not submitted required Conflict of Interest Disclosure Form(s), if any. (See 00120.40(g).)

In addition, the Agency may reject all Bids for good cause upon its finding that it is in the public interest to do so. The Agency may also waive minor informalities or irregularities.

00120.80 Reciprocal Preference for Oregon Resident Bidders - This Subsection applies only to Contracts for Projects financed without federal funds.

Bidders shall complete the certificate of residency provided by the Agency in the Bid Booklet. Failure to properly complete the form will be cause to reject the Bid.

As used in the certificate of residency and this Subsection, "Resident Bidder" means a Bidder who has:

- Paid unemployment taxes or income taxes in the State of Oregon during any of the 12 calendar months immediately preceding submission of the Bid;
- A business address in the State of Oregon; and
- Certified in the Bid that the Bidder qualifies as a Resident Bidder.

"Nonresident Bidder" means a Bidder who is not a Resident Bidder as defined above.

In determining the lowest Bid, the Agency will, for the purpose of awarding the Contract, add a percentage increase to the Bid of a Nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides (ORS 279A.120). The percentage preference applied in each state will be published on or before January 1 of each year by the Oregon Department of Administrative Services. The Agency may rely on these percentages without incurring liability to any Bidder (ORS 279A.120).

This increase will only be applied to determine the lowest Bid, and will not cause an increase in payment to the Contractor after Award of the Contract.

00120.90 Disqualification of Bidders - The Bid(s) of a disqualified Bidder will be rejected. Any of the following reasons is sufficient to disqualify a Bidder:

- More than one Bid is submitted for the same Work by an Entity under the same or different name(s).
- Evidence of collusion among Bidders. Participants in collusion will be found not responsible, and may be subject to criminal prosecution.
- Any of the grounds for disqualification cited in ORS 279C.440.

A Bidder will be disqualified if the Bidder has:

- Not been prequalified as required by 00120.00;
- Been declared ineligible by the Commissioner of the Bureau of Labor and Industries under ORS 279C.860;
- Not been registered (licensed) by the Oregon Construction Contractors Board (CCB) or has not been licensed by the State Landscape Contractors Board before submitting a Bid (ORS 279C.365(1)(k), ORS 701.021, ORS 701.026, and ORS 671.530). The Bidder's registration number and expiration date shall be shown in the Bid form, if requested. Failure to furnish the registration number, if requested, will render the Bid non-responsive and subject to rejection. (Not required on Federal-aid projects.); or
- Been determined by the CCB under ORS 701.227 not to be qualified to hold or participate in a public contract for a public improvement.

00120.91 Rejection of Bid on Grounds of Nonresponsibility of Bidder - The Bid of a Bidder who is found to be nonresponsible according to the criteria listed in 00130.10 or ORS 279C.375(3) will be rejected.

Section 00130 - Award and Execution of Contract

00130.00 Consideration of Bids - After opening and reading Bids, the Agency will check them for correct extensions of unit prices and totals. (See 00120.65.) The total of extensions, corrected where necessary, will be used by the Agency for Award purposes.

The Agency reserves the right to waive minor informalities and irregularities, seek clarification of any Bid or response that, in its sole discretion, it deems necessary or advisable, and to reject any or all Bids for irregularities under 00120.70 or for good cause after finding that it is in the public interest to do so (ORS 279C.395). An example of good cause for rejection in the public interest is the Agency's determination that any of the unit Bid prices are significantly unbalanced to the Agency's potential detriment. The Agency may correct obvious clerical errors, when the correct information can be determined from the face of the documents, if it finds that the best interest of the Agency and the public will be served thereby.

Bids will be considered and a Contract awarded, if at all, within 30 Calendar Days from the date of Bid Opening, unless an extension beyond that time is agreed to by both parties and acknowledged in writing by the Bidder.

00130.10 Award of Contract - After the Bids are opened and a determination is made that a Contract is to be awarded, the Contract will be awarded to the lowest responsible Bidder. For the purposes of this Section, "lowest responsible Bidder" means the responsible Bidder who submitted the lowest responsive Bid, who is not on the list created by the Construction Contractors Board according to ORS Chapter 701, and who has:

- Substantially complied with all prescribed public bidding procedures and requirements.
- Available the appropriate financial, Materials, Equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the prospective Bidder to meet all contractual responsibilities.
- A satisfactory record of performance. In evaluating a Bidder's record of performance, the Agency may consider, among other things, whether the Bidder completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of evaluating a Bidder's performance on previous contracts of a similar nature, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the Bidder's control, the Bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. Satisfactory performance of the Contract also includes compliance with the requirements for records in 00170.07 for Contracts with the Agency.
- A satisfactory record of integrity. In evaluating a Bidder's record of integrity, the Agency may consider, among other things, whether the Bidder has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Bidder's performance of a contract or subcontract.
- Qualified legally to contract with the Agency.
- Supplied all necessary information in connection with the inquiry concerning responsibility. If a prospective Bidder fails to promptly supply information requested by the Agency concerning responsibility, the Agency will base the determination of responsibility upon any available information, or may find the prospective Bidder not to be responsible.
- Not been disqualified by the public contracting agency under ORS 279C.440.
- An unexpired certificate issued by the Oregon Department of Administrative Services (under ORS 279A.167) upon completion of the curriculum and assessment that the Bidder understands the prohibitions set forth in ORS 652.220 and in other laws or rules that prohibit discrimination in compensation or wage payment. The certificate is only required if the Bidder employs 50 or more full-time workers and submitted a Bid for a procurement with an estimated contract price that exceeds \$500,000.

If the Bidder is found not to have a satisfactory record of performance or integrity, the Agency will document the record and the reasons for the unsatisfactory finding.

The Agency will mail the Notice of Intent to Award to the Bidders, and may provide Notice of Intent to Award on the Agency's website. (See 00110.05(e).)

The Award will not be final until the later of the following:

- Three Working Days after the Notice of Intent to Award has been posted as specified in the advertised solicitation or Addendum thereto; or
- The Agency has provided a written response to each timely protest, denying the protest and affirming the Award.

If the Agency accepts a Bid and awards a Contract, the Agency will send the successful Bidder written notice of acceptance and Award.

Notice of Award and Contract booklets ready for execution will be sent within 60 Calendar Days of the opening of Bids or within the number of Calendar Days specified in the Special Provisions or a written mutual agreement.

00130.15 Right to Protest Award - See Section 2, Instructions to Bidders, Article 15.

00130.20 Cancellation of Award - Without liability to the Agency, the Agency may for good cause cancel Award at any time before the Contract is executed by all parties to the Contract, as provided by ORS 279C.395 for rejection of Bids, upon finding it is in the public interest to do so.

00130.30 Contract Booklet - The Contract booklet may include, but is not limited to:

- General Conditions for Construction for Clackamas County
- Special Provisions
- Addenda
- Schedule of Items
- Contract
- Performance Bond
- Payment Bond
- Certification of workers' compensation coverage

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

- The "Oregon Standard Specifications for Construction", 2021 Edition, Sections 00200 through 03000, as published by the Oregon Department of Transportation (ODOT).
- "Oregon Standard Drawings" latest edition, as published by ODOT.

00130.40 Contract Submittals - See Section 2, Instructions to Bidders. The instructions include the following items to be furnished by the Contractor:

- Performance and Payment Bonds – See Section 2, Article 12.
- Certificates of Insurance – See Section 11, Paragraph 5 of the Agreement Form.
- Workers Compensation – See Section 5, Paragraph 12 of the Bid Form.
- Registration Requirements – See Section 5, Paragraphs 10 and 11 of the Bid Form.
- Tax Identification Number – See Section 11, Paragraph 11 of the Agreement Form.

00130.50 Execution of Contract and Bonds:

(a) By the Bidder -

See Section 2, Instructions to Bidders, Article 12, Section 5, Paragraph 12 of the Bid Form, and Section 11, Paragraph 5 of the Agreement Form.

(b) By the Agency - Within 10 Working Days after the Agency has received and verified the properly executed documents specified in Section 11, Public Improvement Contract Agreement Form and, and received legal sufficiency approval from the Agency's attorney (if required), the Agency will request Clackamas County Board of Commissioner's or the County Administrator's Approval of the Contract. Approval will occur within 21 Calendar Days after the Agency has received and verified the properly executed documents. The Agency will then send a fully-executed Public Improvement Contract (Agreement Form) to the successful Bidder, who then officially becomes the Contractor.

00130.60 Failure to Execute Contract and Bonds - Failure of the successful Bidder to execute the Contract and provide the required certificates, certifications, and bonds may be cause for cancellation of the Award, and may be cause for forfeiture of the Bid guaranty under ORS 279C.385.

Award may then be made to the next lowest responsible Bidder, the Project may be re-advertised, or the Work may be performed otherwise as the Agency decides.

The forfeited Bid guaranty will become the Agency's property, not as a penalty but as liquidation of damages resulting from the Bidder's failure to execute the Contract and provide the certificates, certifications, and bonds as required by these Specifications.

00130.70 Release of Bid Guaranties - Security deposited by unsuccessful bidders will be returned as soon as practicable after the Bid Opening.

00130.80 Project Site Restriction - Until the Agency sends the Contractor written Notice to Proceed with the Work, and the Contractor has filed the public works bonds required in 00170.20, the Contractor shall not go onto the Project Site on which the Work is to be done, nor move Materials, Equipment, or workers onto that Project Site.

The Contractor will not automatically be entitled to extra compensation because the commencement of Work is delayed by failure of the Agency to send the Contract for execution. However, if more than 60 Calendar Days elapse between the date the Bid is opened and the date the Agency sends the Contract to be executed, the Agency will consider granting an adjustment of time for completion of the Work to offset any actual delay to Contract completion resulting directly from delay in commencement.

00130.90 Notice to Proceed - Notice to Proceed will be issued within 5 Calendar Days after the Contract is executed by the Agency.

Should the Agency fail to issue the Notice to Proceed within 5 Calendar Days of Contract execution, the Contractor may apply for an adjustment of Contract Time according to 00180.80(c).

The Engineer will issue a First Notification recording the date the performance of the Contract has begun.

Section 00140 - Scope of Work

00140.00 Purpose of Contract - The purpose of the Contract is to set forth the rights and obligations of the parties and the terms and conditions governing completion of the Work. The Contractor's obligations shall include without limitation the following:

- The Contractor shall furnish all Materials, Equipment, labor, transportation, and Incidentals required to complete the Work according to Plans, Specifications, and terms of the 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 that will endanger, unnecessarily, either persons or property.
- The Contractor shall perform the Work according to the lines, grades, Cross Section data, Typical Sections, dimensions, and other details shown on the Plans or in the 3D Engineered Model, as modified by written order, or as directed by the Engineer.
- The Contractor shall perform all Work determined by the Engineer to be necessary to complete the Project.
- The Contractor shall contact the Engineer for any necessary clarification or interpretation of the Contract.

00140.10 Typical Sections - The Typical Sections are intended to apply in general. At other locations where the Typical Section is not appropriate, the Contractor shall perform construction to the identified alignment as directed by the Engineer.

00140.20 Thickness - The thickness of Courses of Materials shown on the Plans, given in the Specifications, or established by the Engineer is considered to be the compacted thickness. Minor variations are acceptable when within tolerances specified in the Specifications or Plans, or when approved by the Engineer.

00140.30 Agency-Required Changes in the Work - Changes to the Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of Project construction.

Without impairing the Contract, the Agency reserves the right to require changes it deems necessary or desirable within the scope, which in the Specifications means general scope, of the Project. These changes may modify, without limitation:

- Specifications and design
- Grade and alignment
- Cross Sections and thicknesses of Courses of Materials
- 3D Engineered Model
- Method or manner of performance of Work
- Project Limits

or may result in:

- Increases and decreases in quantities
- Additional Work
- Elimination of any Contract item of Work
- Acceleration or delay in performance of Work

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

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

00140.31 "As-Built" Records – The Contractor shall maintain a current and accurate record of the work completed during the course of this contract. This may be in the form of "as-built" drawings kept by accurately marking a designated set of the contract plans with the specified information as the Work proceeds. Accurate, complete and current "as-built" drawings are a specified requirement before final Release of Retainage. At project completion and as a condition of final payment, the Contractor shall deliver to the Engineer or Project Manager a complete and legible set of "as-built" drawings.

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

- 1) Record location of underground services and utilities as installed.
- 2) Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.

- 3) Record changes in dimension, location, grade or detail to that shown on the plans.
- 4) Record changes made by Change Order or approved Amendment.
- 5) Record details not in the original plans.
- 6) Provide fully completed shop drawings reflecting all revisions.

00140.40 Differing Site Conditions - The following constitute differing Project Site conditions provided such conditions are discovered at the Project Site after commencement of the Work:

- **Type 1** - Subsurface or latent physical conditions that differ materially from those indicated in the Contract Documents; or
- **Type 2** - Unknown physical conditions of unusual nature that differ materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract.

The party discovering such a condition shall promptly notify the other party, in writing, of the specific differing conditions before they are disturbed and before the affected Work is performed. The Contractor shall not continue Work in the affected area until the Engineer has inspected such condition according to 00195.30 to determine whether an adjustment to Contract Amount or Contract Time is required.

Payment adjustments due to differing Project Site conditions, if any, will be made according to 00195.30. Contract Time adjustments, if any, will be made according to 00180.80.

00140.50 Environmental Pollution Changes - ORS 279C.525 will apply to any increases in the scope of the Work required as a result of environmental or natural resources laws enacted or amended after the submission of Bids for the Contract. The Contractor shall comply with the applicable notice and other requirements of ORS 279C.525. The applicable rights and remedies of that statute will also apply.

In addition to ORS 279C.525, the Agency has compiled a list at 00170.01 of those federal, State, and local agencies, of which the Agency has knowledge, that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of Agency contracts.

00140.60 Extra Work - If directed by the Engineer's written order, the Contractor shall perform work not included in the Contract. The Contractor shall perform this work according to:

- Standard Specifications
- Other Plans and Specifications issued by the Engineer

Payment for Extra Work will be made according to Section 00196. Contract Time adjustments, if any, will be made according to 00180.80.

00140.65 Disputed Work - The Contractor may dispute any part of a Change Order, written order, or an oral order from the Engineer by the procedures specified in Section 00199.

00140.70 Cost Reduction Proposals - The Contractor may submit written proposals to the Engineer or Project Manager that modify Plans, Specifications, or other Contract Documents for the sole purpose of reducing the total cost of construction. Unless otherwise agreed to in writing by the Agency, a proposal that is solely or primarily a proposal to reduce estimated quantities or delete Work, as determined by the Engineer, is not eligible for consideration as a cost reduction proposal and will instead be addressed under 00140.30, whether proposed or suggested by the Agency or the Contractor.

(a) Proposal Requirements - The Agency will not adopt a cost reduction proposal that impairs essential functions or characteristics of the Project, including, but not limited to, service life, economy of operation, ease of maintenance, designed appearance, or design and safety standards.

To conserve time and funds, the Contractor may first submit a written request for a feasibility review by the Engineer. The request should contain a description of the proposal together with a rough estimate of anticipated dollar and time savings. The Engineer will, within a reasonable time, advise the Contractor in writing whether or not the proposal would be considered by the Agency, should the Contractor elect to submit a detailed cost reduction proposal.

A detailed cost reduction proposal shall include without limitation the following information:

- A description of existing Contract requirements for performing the Work and the proposed change;
- The Contract items of Work affected by the proposed change, including any quantity variation caused by the proposed change;
- Pay Items affected by the proposed change including any quantity variations;
- A detailed cost estimate for performing the Work under the existing Contract and under the proposed change. Cost estimates shall be made according to Section 00197. Costs of re-design, which are incurred after the Agency has accepted the proposal, shall be included in the cost of proposed work; and

- A date by which the Engineer must accept the proposal in order to accept the proposed change without impacting the Contract Time or cost reduction amount.

(b) Continuing to Perform Work - The Contractor shall continue to perform the Work according to Contract requirements until the Engineer issues a Change Order incorporating the cost reduction proposal. If the Engineer fails to issue a Change Order by the date specified in the proposal, the proposal shall be deemed rejected.

(c) Consideration of Proposal - The Engineer is not obligated to consider any cost reduction proposal. The Agency will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted.

The Engineer will determine in its sole discretion whether to accept a cost reduction proposal as well as the estimated net savings in construction costs from the adoption of all or any part of the proposal. In determining the estimated net savings, the Engineer may disregard the Schedule of Items. The Engineer will establish prices that represent a fair measure of the value of Work to be performed or to be deleted as a result of the cost reduction proposal.

(d) Sharing Investigation Costs - As a condition for considering a Contractor's cost reduction proposal, the Agency reserves the right to require the Contractor to share in the Agency's costs of investigating the proposal. If the Agency exercises this right, the Contractor shall provide written acceptance of the condition to the Engineer. Such acceptance will authorize the Agency to deduct its share of investigation costs from payments due or that may become due to the Contractor under the Contract.

(e) Acceptance of Proposal Requirements - If the Contractor's cost reduction proposal is accepted in whole or in part, acceptance will be made by a Change Order that will include without limitation the following:

- Statement that the Change Order is made according to 00140.70;
- Revised Contract Documents that reflect all modifications necessary to implement the approved cost reduction measures;
- Any conditions to which the Agency's approval is subject;
- Estimated net savings in construction costs attributable to the approved cost reduction measures; and
- A payment provision according to which the Contractor will be paid 50% of the estimated net savings amount as full and adequate consideration for performance of the Work of the Change Order.

The Contractor's cost of preparing the cost reduction proposal and the Agency's costs of investigating the proposal, including any portion paid by the Contractor, will be excluded from determination of the estimated net savings in construction costs. Costs of re-design, which are incurred after the Agency has accepted the proposal, will be included in the cost of the Work attributable to cost reduction measures.

If the Agency accepts the cost reduction proposal, the Change Order that authorizes the cost reduction measures will also address any Contract Time adjustment.

(f) Right to General Use - Once submitted, the cost reduction proposal becomes the property of the Agency. The Agency reserves the right to adopt the cost reduction proposal for general use without additional compensation to the Contractor when it determines that a proposal is suitable for application to other contracts.

00140.80 Use of Publicly Owned Equipment - The Contractor is prohibited from using publicly-owned Equipment except in the case of emergency. In an emergency, the Contractor may rent publicly-owned Equipment provided that:

- The Engineer provides written approval that states that such rental is in the public interest; and
- Rental does not increase the Project cost.

00140.90 Final Trimming and Cleanup - Before Final Inspection as described in 00150.90, the Contractor shall neatly trim and finish the Project and remove all remaining unincorporated Materials and debris. Final trimming and cleanup shall include without limitation the following:

- The Contractor shall retrim and reshape earthwork, and shall repair deteriorated portions of the Project Site.
- Where the Work has impacted existing facilities or devices, the Contractor shall restore or replace those facilities to their pre-existing condition.
- The Contractor shall clean all drainage facilities and sanitary sewers of excess Materials or debris resulting from the Work.
- The Contractor shall clean up and leave in a neat, orderly condition, Rights-of-Way, Materials sites, and other property occupied in connection with performance of the Work.
- The Contractor shall remove temporary buildings, construction plants, forms, falsework and scaffolding, surplus and discarded Materials, and rubbish.
- The Contractor shall dispose of Materials and debris, including, without limitation, forms, falsework, scaffolding, and rubbish resulting from clearing, grubbing, trimming, clean-up, removal, and other Work. These Materials and debris become the property of the Contractor. The Contractor shall dispose of these Materials and debris immediately.

Unless the Contract specifically provides for payment for this item, the Agency will make no separate or additional payment for final trimming and cleanup.

Section 00150 - Control of Work

00150.00 Authority of the Engineer - Except as indicated elsewhere in the Contract (e.g. Amendment approval by the BCC), the Engineer has full authority over the Work and its suspension. (See Section 00180.) The Contractor shall perform all Work to the complete satisfaction of the Engineer. The Engineer's determination shall be final on all matters, including, but not limited to, the following:

- Quality and acceptability of Materials and workmanship
- Measurement of unit price Work
- Timely and proper prosecution of the Work
- Interpretation of Contract Documents
- Payments due under the Contract

The Engineer's decision is final and, except as provided in 00180.80 for adjustments of Contract Time and Section 00199 for claims for additional compensation, may be challenged only through litigation.

Work performed under the Contract will not be considered complete until it has passed Final Inspection by the Engineer and has been accepted in writing by the Agency.

Interim approvals issued by the Engineer, including, but not limited to, Third Notification, will not discharge the Contractor from responsibility for errors in prosecution of the Work, for improper fabrication, for failure to comply with Contract requirements, or for other deficiencies, the nature of which are within the Contractor's control.

00150.01 Project Manager's Authority and Duties - The Engineer may designate a Project Manager as its representative on the Project with authority to enforce the provisions of the Contract.

When the Engineer has designated a Project Manager, the Contractor should direct all requests for clarification or interpretation of the Contract, in writing, to the Project Manager. The Project Manager will respond within a reasonable time. Contract clarification or interpretation obtained from persons other than the Project Manager will not be binding on the Agency.

The Project Manager shall have the authority to appoint Inspectors and other personnel as required to assist in the administration of the Contract.

00150.02 Inspector's Authority and Duties - To the extent delegated under 00150.01, Inspectors are authorized to represent the Engineer and Project Manager to perform the following:

- Inspect Work performed and Materials furnished, including, without limitation, the preparation, fabrication, or manufacture of Materials to be used;
- Orally reject defective Materials and to confirm such rejection in writing;
- By oral order, temporarily suspend the Work for improper prosecution pending the Engineer's decision; and
- Exercise additional delegated authority.

Inspectors are not authorized to:

- Accept Work or Materials.
- Alter or waive provisions of the Contract.
- Give instructions or advice inconsistent with the Contract Documents.

00150.10 Coordination of Contract Documents - The Contract Documents, including, but not limited to, Amendments, the Special Provisions, the Plans, and the Standard Specifications are intended to collectively describe all of the items of Work necessary to complete the Project.

(a) Order of Precedence - The Engineer will resolve any discrepancies between these documents in the following order of precedence:

- Approved Amendments
- Schedule of Prices;
- Addenda;
- Special Provisions;
- Stamped Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- 3D Engineered Models and supplemental Agency-prepared line, grade and Cross Section data applicable to the Project;
- Standard Drawings;

- Approved unstamped Working Drawings and 3D Construction Models;
- Standard Specifications;
- Agreement Form; and
- All other Contract Documents not listed above, including permits from governmental agencies, and bid documents.

Notes on a drawing shall take precedence over drawing details.

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

(b) Immaterial Discrepancies - The Contract Documents specify details for the construction and completion of the Work. If Contract Documents describe portions of the Work in sufficient detail but are silent in some minor respect, the Contractor may proceed utilizing the current best industry practices.

(c) Material Discrepancies - If the Contractor identifies a discrepancy, error, or omission in the Contract Documents that cannot be resolved by the approach specified in (b) above, the Contractor shall immediately request clarification from the Engineer.

00150.15 Construction Stakes, Lines, and Grades:

(a) General - The Contractor shall perform no Work until the Engineer establishes field controls. Work performed without field controls will be subject to removal at the Contractor's expense.

(b) Agency Responsibilities - The Engineer will:

- Lay out and set construction stakes and marks to establish the lines, grades, Slopes, Cross Sections, and curve super-elevations for roadwork;
- Provide one set of construction stakes for line and grade for each additional phase of the Work;
- Set bench marks and stakes for centerline of Bridges and bents;
- Calculate and provide finish deck grades; and
- Deduct from payments due the Contractor all costs incurred to replace stakes and marks negligently or intentionally damaged, removed, or destroyed by the Contractor.

(c) Contractor Responsibilities - The Contractor shall:

- Inform the Engineer of staking requirements at least 5 Calendar Days before the staking needs to begin;
- Coordinate construction to provide sufficient area for the Engineer to perform surveying work efficiently and safely;
- Accurately measure detailed dimensions, elevations, and Slopes from the Engineer's stakes and marks;
- Perform the Work in such a manner as to preserve stakes and marks; and
- Set any reference lines for automatic control from the control stakes provided by the Engineer.

00150.20 Inspection: The Agency, through its 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.

(a) Inspection by the Engineer - The Engineer may test Materials furnished and inspect Work performed by the Contractor to ensure Contract compliance. The Contractor shall notify the Engineer 24 hours (one full Work Day) in advance for inspection of each portion of the Work.

Contractor shall not begin placing successive Courses or portions of Work until preceding Courses or portions of the Work have been inspected.

If the Contractor performs Work without the Engineer's inspection or uses Materials that the Engineer has not approved, the Engineer may order affected portions of the Work removed at the Contractor's expense. The foregoing sentence shall not apply if the Engineer fails to inspect the Work within a specific period of time required in the Contract or, in the absence of a specific period of time, within a reasonable period of time after receiving the Contractor's timely written request for inspection or testing.

At the Engineer's direction, any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore these portions of Work to the standard required by the Contract. If the Engineer rejects Work due to Materials or workmanship, or if the Contractor performed such Work without providing sufficient advance request for inspection to the Engineer, the Contractor shall bear all costs of uncovering and restoring the Work. If the Engineer accepts the uncovered Work, and the Contractor performed the Work only after providing the Engineer with sufficient advance notice, the costs of uncovering and restoring the Work will be paid for by the Agency according to 00195.20.

(b) Inspection Facilities - The Contractor shall furnish walkways, railings, ladders, shoring, tunnels, platforms, and other facilities necessary to permit the Engineer to have safe access to the Work to be inspected. The Contractor shall require producers and fabricators to provide safe inspection access as requested by the Engineer.

(c) Sampling - The Contractor shall furnish the Engineer with samples of Materials that the Engineer will test. All of the Contractor's costs related to this required sampling are Incidental.

(d) Inspection by Third Parties - Where third parties have the right to inspect the Work, the Contractor shall coordinate with the Engineer and shall provide safe inspection access.

(e) Contractor's Duty to Make Corrections - The Contractor shall perform all Work according to the Contract Documents. The Contractor shall correct Work that does not comply with the Contract Documents at its own expense. Inspection of the Work by the Engineer does not relieve the Contractor of responsibility for improper prosecution of the Work.

00150.25 Acceptability of Materials and Work - The Contractor shall furnish Materials and shall perform Work in Close Conformance to the Contract Documents. If the Engineer determines that the Materials furnished or the Work performed are not in Close Conformance with the Contract Documents, the Engineer may:

- Reject the Materials or Work and order the Contractor, at the Contractor's expense, to remove, replace, or otherwise correct any non-conformity; or
- Accept the Materials or Work as suitable for the intended purpose, adjust the amount paid for applicable Pay Items to account for diminished cost to the Contractor or diminished value to the Agency, document the adjustment, and provide written documentation to the Contractor regarding the basis of the adjustment.

The Engineer's decisions concerning acceptability of Materials or Work will be final.

00150.30 Delivery of Notices - Written notices to the Contractor by the Engineer or the Agency will be delivered:

- In person or via email to the email address provided by the Contractor at the Preconstruction Meeting;
- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested), to the current office address as shown in the records of the Agency; or
- By overnight delivery service of a private industry courier, to the current office address as shown in the records of the Agency.

Notices shall be considered as having been received by the Contractor:

- At the time of actual receipt when delivered in person or via email by the time which the email transmittal is electronically received by the Contractor's email inbox;
- At the time of actual receipt or seven Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or three Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier.

Written notices to the Engineer or the Agency by the Contractor shall be delivered to the Agency address shown in the Special Provisions, unless a different address is agreed to by the Engineer, and shall be delivered:

- In person
- Via email to the Agency Project Manager;
- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested); or
- By overnight delivery service of a private industry courier.

Notices will be considered as having been received by the Agency:

- At the time of actual receipt when delivered in person
- At the time of actual receipt via email to the Agency Project Manager;
- At the time of actual receipt or seven Calendar Days after the postmarked date, when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or three Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier.

For purposes of this Subsection, the time zone is Pacific Standard Time (PST) to determine time of receipt of notices and other documents. For purposes of this Subsection, non-business days are Saturdays, Sundays and legal holidays as defined by ORS 187.010 and 187.020.

Claims must be submitted on paper documents according to Section 00199

00150.35 Plans, 3D Engineered Models, Working Drawings, and 3D Construction Models:

(a) Plans and 3D Engineered Models - The Agency-prepared Plans and 3D Engineered Models will show details of lines, grades, Cross Sections, and Typical Section of the Roadway, and locations and design details of Structures.

(b) Working Drawings and 3D Construction Models - The Contractor shall supplement the Agency-prepared Plans and 3D Engineered Models with stamped Working Drawings, unstamped Working Drawings, or 3D Construction Models that show all information necessary to complete the Work. The applicable Section or Subsection of the Standard Specifications will indicate the supplemental information required and whether the drawings are to be stamped or unstamped. Stamped Working Drawings, unstamped Working Drawings, and 3D Construction Models are defined as follows:

(1) Stamped Working Drawings - Working Drawings, calculations, and other data which are prepared by or under the direction of a Professional Engineer licensed in the State of Oregon, and which bear the engineer's signature, seal, and expiration date.

(2) Unstamped Working Drawings - Working Drawings, calculations, and other data that do not bear an engineering seal.

(3) 3D Construction Models - See 00110.20.

(c) Number, Size, and Format of Working Drawings and 3D Construction Models - The Contractor shall submit Working Drawings and 3D Construction Models according to one of the following methods:

(1) Paper Submittal - The Contractor shall submit to the Engineer seven copies of Working Drawings for steel Structures and six copies of Working Drawings for other Structures. The submitted copies shall be clear and readable. Drawing dimensions shall be 8 1/2 by 11 inches, 11 by 17 inches, or 22 by 36 inches in size. One copy of the submitted Working Drawings will be returned to the Contractor after processing. The Contractor shall submit such additional number of copies to the Engineer for processing that the Contractor would like to have returned.

The Contractor shall not submit 3D Construction Model data in paper format.

(2) Electronic Submittal - The Contractor shall submit electronic Working Drawings as directed by the Engineer. The Contractor shall submit 3D Construction Model data in LandXML format or as directed by the Engineer.

(d) Processing Working Drawings and 3D Construction Models - The Engineer will process Working Drawings and 3D Construction Models as follows:

(1) Stamped Working Drawings - Stamped Working Drawings will be designated as "accepted", "accepted with comments", or "returned for correction" by the Engineer. If stamped Working Drawings are returned for correction by the Engineer, the Contractor shall address all comments and resubmit the stamped Working Drawings.

(2) Unstamped Working Drawings - Unstamped Working Drawings will be designated as "approved", "approved as noted", or "returned for correction" by the Engineer. If unstamped Working Drawings are returned for correction by the Engineer, the Contractor shall address all comments and resubmit the unstamped Working Drawings.

(3) 3D Construction Models - 3D Construction Models will be designated as "approved", "approved as noted", or "returned for correction" by the Engineer. If 3D Construction Models are returned for correction by the Engineer, the Contractor shall address all comments and resubmit the 3D Construction Models.

The Contractor shall not fabricate or construct any structural components until the stamped or unstamped Working Drawings are returned by the Engineer with a written designation of "accepted", "accepted with comments", "approved", or "approved as noted", as applicable for the Working Drawings.

The Contractor shall not begin construction activities that will utilize a 3D Construction Model until the Engineer has processed the model and designated it as "approved" or "approved as noted".

The Engineer's processing of the Working Drawings and 3D Construction Models does not amend any contractual obligations of the parties.

The Engineer will process and return Working Drawings and 3D Construction Models within 21 Calendar Days (65 Calendar Days if Railroad approval is required) after receipt by the Engineer. If the Engineer fails to return such drawings or models within this period of time, the Engineer will consider granting a Contract Time extension according to 00180.80. If the Contractor is required to resubmit Working Drawings or 3D Construction Models to the Engineer, the Engineer will process and return the Working Drawings or 3D Construction Models within 21 Calendar Days (65 Calendar Days if Railroad approval is required) after receipt of the resubmitted Working Drawings or 3D Construction Models by the Engineer.

00150.37 Equipment Lists and Other Submittals - The Contractor shall submit Equipment lists, and other required submittals for approval by the Engineer. The Engineer will respond to requests for approval within 21 Calendar Days (65 Calendar Days if Railroad approval is required) after receipt by the Engineer unless otherwise specified in the Section of the Specifications requiring such approval.

00150.40 Cooperation and Superintendence by the Contractor - The Contractor is responsible for full management of all aspects of the Work, including superintendence of all Work by Subcontractors, Suppliers, and other providers. The Contractor shall appoint a single

Superintendent and may also appoint alternate Superintendents as necessary to control the Work. The form of appointment of the alternate shall state, in writing, the alternate's name, duration of appointment in the absence of the Superintendent, and scope of authority. The Contractor shall:

- Provide for the cooperation and superintendence on the Project by:
 - Furnishing the Engineer all data necessary to determine the actual cost of all or any part of the Work, added Work, or Changed Work.
 - Allowing the Engineer reasonable access to the Contractor's books and records at all times. To the extent permitted by public records laws, the Engineer will make reasonable efforts to honor the Contractor's request for protection of confidential information.
 - Keeping one complete set of Contract Documents on the Project Site at all times, available for use by all the Contractor's own organization, and by the Engineer if necessary.
- Appoint a single Superintendent, and any alternate Superintendent, who shall meet the following qualifications:
 - Appointees shall be competent to manage all aspects of the Work.
 - Appointees shall be from the Contractor's own organization.
 - Appointees shall have performed similar duties on at least one previous project of the size, scope and complexity as the current Contract.
 - Appointees shall be experienced in the types of Work being performed.
 - Appointees shall be capable of reading and thoroughly understanding the Contract Documents.
- The appointed single Superintendent, or any alternate Superintendent, shall:
 - Be present for all On-Site Work, regardless of the amount to be performed by the Contractor, Subcontractors, Suppliers, or other providers, unless the Engineer provides prior approval of the Superintendent's or alternate Superintendent's absence.
 - Be equipped with a two-way radio or cell phone capable of communicating throughout the Project during all the hours of Work on the Project Site and be available for communication with the Engineer.
 - Have full authority and responsibility to promptly execute orders or directions of the Engineer.
 - Have full authority and responsibility to promptly supply the Materials, Equipment, labor, and Incidentals required for performance of the Work.
 - Coordinate and control all Work performed under the Contract, including, without limitation, the Work performed by Subcontractors, Suppliers, and owner/operators.
 - Diligently pursue progress of the Work according to the schedule requirements of Section 00180.
 - Cooperate in good faith with the Engineer, Inspectors, and other contractors in performance of the Work.
 - Provide all assistance reasonably required by the Engineer to obtain information regarding the nature, quantity, and quality of any part of the Work.
 - Provide access, facilities and assistance to the Engineer in establishing such lines, grades and points as the Engineer requires.
 - Carefully protect and preserve the Engineer's marks and stakes.

Any Superintendent or alternate Superintendent who repeatedly fails to follow the Engineer's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the Project.

If the Contractor fails or neglects to provide a Superintendent, or an alternate Superintendent, and no prior approval has been granted, the Engineer has the authority to suspend the Work according to 00180.70. Any continued Work by the Contractor, Subcontractors, Suppliers, or other providers may be subject to rejection and removal. The Contractor's repeated failure or neglect to provide the superintendence required by these provisions constitutes a material breach of the Contract, and the Engineer may impose any remedies available under the Contract, including, but not limited to, Contract termination.

00150.50 Cooperation with Utilities:

(a) General - Unless otherwise specified in the Special Provisions or on the Plans, existing Utilities requiring adjustment may be adjusted by the Utility before, during, or after Project construction. "Adjustment of Utilities" shall mean the alteration, improvement, connection, disconnection, relocation, or removal of existing Utility lines, facilities, or systems in temporary or permanent manner.

(b) Agency Responsibilities - Before Bids are received, the Agency will make preliminary arrangements for planned Adjustment of Utilities. The Agency will list in the Special Provisions the estimated completion dates or times for adjustment work by the Utility owner, and will include a general statement describing any relocation. The Plans will not normally show the anticipated new location of Utilities that have been or will be adjusted.

(c) Contractor's Responsibilities - The Contractor shall:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners during Bid preparation and after the Contract is awarded to verify all Utilities' involvement on the Project Site;

- Coordinate Project construction with the Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;
- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect the Utility from damage or disturbance and promptly notify the Engineer;
- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(2)(c);
- Backfill any exposed Utilities as recommended and approved by the Utility representative. Obtain Utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing Utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility;
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and
- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

Subject to the Engineer's approval, the Contractor may adjust the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

(d) Delays - If the Contractor complies with 00150.50(c), and if Utility adjustments are completed later than the date specified in the Special Provisions, thus causing Project completion to be delayed (provide notification under 00180.60), additional Contract Time will be considered under 00180.80, and additional compensation, if applicable, will be considered under 00195.40.

(e) Notification - Unless otherwise specified in the Special Provisions, the Project is located within the area served by the Oregon Utility Notification Center, which operates a Utilities notification system for notifying owners of Utilities about Work being performed in the vicinity of their facilities. The Contractor shall notify owners of Utilities prior to the performance of Work in the vicinity of their facilities. The Utilities notification system telephone number is 811 or 1-800-332-2344.

The Contractor shall comply with the rules of the Oregon Utility Notification Center, OAR 952-001-0010 through OAR 952-001-0090, and ORS 757.993. The Contractor may contact the Oregon Utility Notification Center at 503-232-1987 about these rules.

00150.55 Cooperation with Other Contractors - The Agency reserves the right to perform other work on or near the Project Site, including, without limitation, any Materials site, with forces other than those of the Contractor.

If such work takes place on or near the Project Site, the Contractor shall have the following obligations:

- The Contractor shall coordinate Work with other contractors or forces.
- The Contractor shall cooperate in good faith with all other contractors or forces.
- The Contractor shall perform the Work specified in the Contract in a way that will minimize interference and delay for all forces involved.
- The Contractor shall place and dispose of the Materials being used so as not to interfere with the operations of other forces.
- The Contractor shall join the Work with that of other forces in a manner acceptable to the Engineer or the Agency, and shall perform it in the accepted sequence with the work of the other force.

The Engineer will resolve any disagreements under this Subsection that may arise among the Contractor and other work forces, or between the Contractor and the Agency. The Engineer's decision in these matters is final, as provided in 00150.00.

When the schedules for Work of the Contractor and the work of other forces overlap, each contractor involved shall submit a current, realistic progress schedule to the Engineer. Before the Engineer accepts the schedule, each party shall have the opportunity to review all schedules. After this review and any necessary consultations, the Engineer will determine acceptable schedules.

The Contractor waives any right it may have to make claims against the Agency for any damages or claims that may arise because of inconvenience, delay, or loss due solely to the presence of other contractors working on or near the Project Site.

If the Contract gives notice of work to be performed by other forces that may affect the Contractor's Work under the Contract, the Contractor shall include any costs associated with coordination of the Work in the appropriate Pay Item or as a portion of a Pay Item.

In an emergency, the Contractor most immediately able to respond may repair a facility or Utility of another contractor in order to prevent further damage to the facility, Utility, or other Structure as a result of the emergency.

00150.60 Construction Equipment Restrictions:

(a) Load and Speed Restrictions for Construction Vehicles and Equipment - The Contractor shall comply with legal weight and speed restrictions when moving Materials or Equipment beyond the limits of the Project Site.

The Contractor shall control vehicle and Equipment loads and speeds within the Project Site according to the following restrictions, unless the Special Provisions provide otherwise:

- The Contractor shall restrict loads and speeds as necessary to avoid displacement or loss of Materials on Subgrades and Aggregate Bases.
- The Contractor shall restrict weights to legal loads, and shall travel at speeds of no more than 45 mph or the posted construction speed, whichever is less, on treated Bases, Pavement, or wearing Courses.
- The Contractor shall not cross Bridges or other Structures with Equipment or vehicles exceeding the legal load limit without prior written permission of the Engineer. The Contractor shall make any such request in writing, describing the loading details and the arrangement, movement, and position of the Equipment on the Structure. The Contractor shall comply with any restrictions or conditions included in the Engineer's written permission.

(b) Protection of Buried Items - The Contractor shall use temporary fill or other methods to avoid overload of pipes, box culverts, and other items that are covered, or to be covered, by fill or backfill.

(c) Responsibility for Damages - The Contractor shall assume responsibility for damages caused by excessive Equipment speed or loads while performing the Work, both inside and outside the Project Site. The Engineer's permission to cross Bridges and other Structures, according to 00150.60(a), will not relieve the Contractor from responsibility for load-caused damages.

00150.70 Detrimental Operations - The Contractor shall avoid operations whose methods, conditions, or timing may injure people or damage property or the Work. Damage may include, without limitation, staining surfaces with mud or asphalt or damaging Utilities and foundations. (See also 00150.60, 00150.75, and Section 00170.)

When any such damage occurs, the Engineer will determine if it is to be corrected by repair, replacement, or compensatory payment by the Contractor. If compensatory payment is required, the Engineer will determine the amount. Compensatory payment may be deducted from monies due or to become due to the Contractor under the Contract.

Contractor is solely responsible for damages outside the Project limits. In addition, prior to construction, the Contractor shall provide to the Engineer videotape showing private property, if any, which may be disturbed during construction.

00150.75 Protection and Maintenance of Work During Construction - The Contractor shall protect and maintain the Work during construction and until Third Notification has been issued, unless otherwise provided in the Contract. For the purposes of this Subsection, "maintenance" shall include measures to prevent deterioration of Roadway and Structures at the Project Site, and to keep them in good condition at all times during the prosecution of the Work. The Contractor shall continuously allocate sufficient Equipment and workers to achieve such maintenance.

If the Contract requires the placement of a Course upon a previously constructed Course or Subgrade, the Contractor shall maintain the previous Course or Subgrade during all construction operations.

The Contractor shall include costs of protecting and maintaining the Work during construction in the unit prices bid for the various Pay Items. The Contractor will not be paid an additional amount for this Work, unless otherwise specified.

The Engineer will notify the Contractor of the Contractor's noncompliance with this Subsection. If the Contractor fails to remedy unsatisfactory protection or maintenance within 24 hours after receipt of such notice, the Engineer may proceed to remedy the deficiency, and deduct the entire cost from monies due or to become due the Contractor under the Contract.

00150.80 Removal of Unacceptable and Unauthorized Work - The Contractor shall correct or remove unacceptable Work and remove unauthorized work, as directed by the Engineer in writing. The Contractor shall replace such work with Work and Materials conforming to the requirements of the Contract.

For the purposes of this Subsection, "unauthorized work" shall include without limitation the following:

- Work that extends beyond lines shown on the Plans or otherwise established by the Engineer;
- Work that is contrary to the Engineer's instructions; and
- Work that is conducted without the Engineer's written authorization.

The Agency will not pay the Contractor for unacceptable Work, except as provided in 00150.25, or for unauthorized work. The Engineer may issue a written order for the correction or removal of such work at the Contractor's sole expense.

If, when ordered by the Engineer, the Contractor fails to correct or remove unacceptable Work or remove unauthorized work, the Engineer may have the correction, removal or removal and replacement, done by others and deduct the entire cost from monies due or to become due the Contractor under the Contract.

00150.90 Final Inspection:

(a) On-site Construction Work - The Engineer will inspect the Project at a time close to the completion of On-Site Work.

When all On-Site Work on the Project is completed, including, but not limited to, Change Order Work and Extra Work, the Engineer will issue Second Notification as specified in 00180.50(g).

Within 15 Calendar Days after the Engineer receives the Contractor's written notification that all punch list items, final trimming and cleanup according to 00140.90 have been completed, the Engineer will review the Project and notify the Contractor that all Work is complete, or will give the Contractor written instruction regarding incomplete or unsatisfactory Work.

(b) All Contract Work - The Engineer will issue the Third Notification when the Contractor has satisfactorily accomplished all of the following:

- The Contractor has completed all On-Site Work required under the Contract, including the punch list items from (a) above;
- The Contractor has removed all Equipment, other than that incorporated into the Work; and
- The Contractor has submitted all required certifications, bills, forms, warranties and other documents.

Upon completion of the requirements of all On-Site Work required under the Contract, Contractor is to promptly remove from the work location, and other property owned or controlled by the Agency, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Agency. It is further understood and agreed that any such equipment, materials and other property that are not removed within 30 days after the day this contract terminates, or within such longer time as may be agreed upon in writing between the Contractor and the Agency, shall become the property of the Agency and may be used or otherwise disposed of by the Agency without obligation to the Contractor or to any party to whom the Contractor may transfer title. Nothing in this section shall be construed as relieving the Contractor from an obligation to clean up, and to burn, remove, or dispose of debris, waste materials, and such, in accord with other provisions of the contract.

00150.91 Post-Construction Review - The Contractor or the Engineer may request a Post-Construction Review meeting, to be held at a time prior to issuance of Third Notification but not earlier than 45 Days following the date of Second Notification. The meeting may be held if agreed to by both parties. The party making the request will conduct the meeting, and will announce the time and place of the meeting at least 15 Days prior to the meeting date. The purpose of this meeting is to examine the Project for possible process improvements that may benefit future projects.

00150.95 Final Acceptance - After the Engineer completes Final Inspection of all Work and sends Third Notification to the Contractor, the Agency will acknowledge Final Acceptance. The Agency will notify the Contractor in writing of the date of Final Acceptance within 7 Calendar Days after Final Acceptance, or as soon thereafter as is practicable.

00150.96 Maintenance Warranties and Guarantees - Prior to Third Notification, the Contractor shall transfer to the Agency all unexpired manufacturers' warranties and guarantees for Materials and Equipment installed on the Project. Such warranties and guarantees shall recite that they are enforceable by the Agency.

00150.97 Responsibility for Materials and Workmanship:

(a) The Contractor shall perform the Work according to the terms, conditions, and requirements of the Contract. Only materials, improvements and property free and clear of liens, claims and encumbrances shall be so furnished by the Contractor.

(b) Whether before or after the Agency's acceptance of the Work, the Contractor shall be responsible for:

- Correcting or repairing any defects in, or damage to, the Work that results from the use of improper or defective materials or workmanship; or
- Replacing, in its entirety, the Work affected by the use of improper or defective materials or workmanship to the extent provided by law; and
- Correcting or repairing any Work, Materials, Structures, Existing Surfacing, Pavement, Utilities, or sites, including, without limitation, Wetlands, damaged or disturbed in that correction, repair, or replacement. (See 00170.80 to 00170.85.)

(c) Full or partial termination of the Contract under 00180.90 shall not relieve the Contractor of responsibility for completed or performed Work, or relieve the Contractor's Surety of the obligation for any just claims arising from the completed or performed Work.

Section 00160 - Source of Materials

00160.00 Definitions - The following definitions apply to Section 00160:

- (a) **Prospective Source** - Agency-furnished Materials source, use of which by the Contractor is optional. The Agency makes no guarantee or representation, by implication or otherwise, of the land use status, quantity, quality, or acceptability of Materials available from it, except as may be stated in the Special Provisions.
- (b) **Mandatory Source** - Agency-furnished Materials source, use of which by the Contractor is required.
- (c) **Blue Sheets** - Prequalified products and submittals for qualification of electrical equipment and materials.
- (d) **Green Sheets** - Conditionally prequalified products and submittals for conditional qualification of controller equipment.
- (e) **Red Sheets** - Statewide list of certification exempt traffic management systems components pursuant to ORS 479.540 and OAR 918-261-0037.

00160.01 Notification of Source of Supply and Materials:

(a) **All Materials** - The Contractor shall notify the Engineer in writing of all proposed Materials sources of supply, including, without limitation, any steel or other fabricators within the following time frames:

- At least 15 Calendar Days before using or fabricating Materials, if the source is within the State; or
- At least 45 Calendar Days before using or fabricating Materials, if the source is outside the State

The Contractor shall identify if the material source is a DBE or non-DBE. For DBE Suppliers, the Contractor shall identify an estimated value of the materials to be supplied. For each committed DBE Supplier, the Contractor shall submit a copy of the materials purchase order or supply agreement. For non-committed DBE suppliers, when the estimated value is over \$10,000, the Contractor shall submit a copy of the materials purchase order or supply agreement.

For this purpose, a committed DBE firm is one that was identified by the Contractor to meet an assigned DBE goal, including DBE firms substituting for DBE firms committed as a condition of Contract Award.

(b) **Prospective Source Materials** - When given an option to use Prospective Sources of Materials to be incorporated into the Work, the Contractor shall notify the Engineer in writing of the option selected within 15 Calendar Days from date of Notice to Proceed. Otherwise, such Materials sources may become unavailable.

(c) **Approval Required** - Before allowing production or delivery of Materials to begin from any source, the Contractor must obtain the Engineer's approval. Approval to use any source does not imply that Materials from that source will be accepted. If approved sources do not provide Materials that meet Specifications, the Materials will be rejected. The Contractor will then be responsible for locating other sources and obtaining the Engineer's approval.

(d) **Terms Required** - The Contractor shall comply with 00170.07.

00160.05 Qualified Products List (QPL) - The QPL is a listing of manufactured products available on the market (shelf items) that ODOT has evaluated and found suitable for a specified use in highway construction. The QPL is available from ODOT's Construction Section website (see 00110.05(e)).

The most current published PDF version of the QPL on ODOT's Construction Section website at the time of Advertisement is the version in effect for the Project. When the Contract specifies the use of the QPL, unless specified as the subject of an exemption per ORS 279C.345, the Agency may approve for use a conditionally qualified product, a product qualified for inclusion in a later edition of the QPL, or other equivalent product that meets the requirements of the QPL, following the Standard Guidelines for Product Review, if the Agency finds the product acceptable for use on the Project.

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The Contractor shall replace qualified products not conforming to Specifications or not properly handled or installed at no additional cost to the Agency.

00160.07 Electrical Equipment and Materials - The Blue Sheets and Green Sheets are a listing of manufactured products available on the market (shelf items) that ODOT has evaluated and found suitable for use as electrical and controller equipment and materials for highway construction. The Blue Sheets and Green Sheets are available on the ODOT Traffic-Standards website (see 00110.05(e)). The most current version of the Blue Sheets and Green Sheets on the date of Advertisement is the version in effect for the Project.

When the Contract specifies the use of the Blue Sheets and Green Sheets, unless specified as the subject of an exemption per ORS 279C.345, the Agency may approve for use a product qualified for inclusion in a later edition of the Blue Sheets and Green Sheets or other equivalent product that meets the requirements of the Blue Sheets, following the Blue Sheet Qualification/Specification Information,

or the Green Sheets, following the ODOT *Standard Specification for Microcomputer Signal Controller* and errata information, if the Agency finds the product acceptable for use on the Project.

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The Contractor shall replace qualified products not conforming to the Specifications or not properly handled or installed at no additional cost to the Agency.

00160.10 Ordering, Producing, and Furnishing Materials - The Contractor shall not place orders for or produce full quantities of Materials anticipated to be required to complete the Work until the Work has advanced to a stage that allows the quantities to be determined with reasonable accuracy. Upon request, the Engineer will notify the Contractor in writing of the quantities required. Quantity estimates by the Engineer before this notification are only approximate.

(a) Contractor's Duties - In purchasing, producing, or delivering Materials, the Contractor shall take into account the following:

- Kind of work involved;
- Amount of work involved;
- Time required to obtain Materials; and
- Other relevant factors.

(b) Approval of Quantity of Materials Ordered - Materials quantities shown on the Plans, or indicated by quantities and Pay Items, are subject to change or elimination. Therefore, the Contractor is cautioned to order or produce Materials only after having received the approval of the Engineer. The Contractor is responsible for payment for excess Materials delivered to the Project Site or storage sites without advance authorization from the Engineer. Unless otherwise specified in the Contract, the Agency will not be responsible for:

- Materials the Contractor may deliver or produce in excess of Contract requirements;
- Extra expense the Contractor may incur because Materials were not ordered or produced earlier; or
- The Contractor's expenses related to Materials ordered by the Contractor that are not subsequently approved for use.

Excess Materials ordered or produced by the Contractor without approval of the Engineer may be purchased by the Agency at the sole discretion of the Agency. (See 00195.80.)

00160.20 Preferences for Materials:

(a) Buy America - If federal highway funds are involved on the Project, the Contractor shall limit the quantity of foreign Materials incorporated into the Work as follows. Section 635.410 of Title 23, Code of Federal Regulations, and the Intermodal Surface Transportation Efficiency Act require that all iron or steel manufacturing processes, including, without limitation, the casting of ingots, for iron or steel Materials permanently incorporated into the Project shall occur in the United States, unless the cost of foreign-origin iron or steel Materials does not exceed one-tenth of one percent (0.1%) of the Contract Amount or \$2,500, whichever is greater. The Contractor shall not incorporate foreign-origin iron or steel Materials in excess of this amount into the Project. All foreign-origin iron or steel Materials incorporated in the Project in excess of the amount indicated above shall be removed and replaced with domestic iron or steel Materials at the Contractor's expense. For purposes of this Specification, the cost of foreign-origin iron or steel Materials shall be the value of the iron or steel products as of the date they are delivered to the Project Site.

Manufacturing processes include without limitation the application of coatings to finished iron or steel products or components. Coatings include epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of the steel or iron product or component.

The Contractor shall provide the Engineer with a Certificate of Materials Origin, on a form furnished by the Engineer, before incorporating any iron or steel products into the Project. Unless a Certificate of Materials Origin has been provided to the Engineer, the Materials shall be considered of foreign origin.

The Contractor shall retain manufacturers' certificates verifying the origin of all domestic iron or steel Materials for 3 years after the date of final payment for the Project, and shall furnish copies to the Engineer upon request.

(b) Buy Oregon - According to ORS 279A.120, the Contractor shall give preference to goods or services produced in Oregon if price, fitness, availability, and quality are equal. This provision does not apply to contracts financed wholly or in part by federal funds.

(c) Recycled Materials - According to ORS 279A.010, ORS 279A.125, ORS 279A.145, ORS 279A.150, and ORS 279A.155, and subject to the approval of the Engineer, the Contractor shall use recycled products to the maximum extent economically feasible.

00160.21 Cargo Preference Act Requirements - If federal highway funds are involved on the Project, the Contractor shall comply with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including, but not limited to, the clauses in 46 CFR 381.7(a) and (b), which are incorporated by reference. The Contractor shall also include this provision in all subcontracts.

00160.30 Agency-Furnished Materials - Unless otherwise specified in the Special Provisions, Materials listed as Agency-furnished will be available to the Contractor free of charge.

The Contractor shall be responsible for all Materials furnished by the Agency and shall pay all demurrage and storage charges. The Contractor shall replace at its expense Agency-furnished Materials lost or damaged due to any cause.

The locations at which Agency-furnished Materials are available will be specified in the Special Provisions. If the locations are not listed in the Special Provisions, the Agency-furnished Materials will be furnished to the Contractor at the Project Site. In either case, all costs of handling, hauling, unloading, and placing Agency-furnished Material shall be considered included in the price paid for the Pay Item involving such Material.

All Agency-furnished Materials not incorporated into the Work remain the property of the Agency. The Contractor shall deliver such Materials as directed by the Engineer.

00160.40 Agency-Furnished Sources - The Agency may list in the Special Provisions, or show on the Plans, Borrow pits or Aggregate sources from which the Contractor may, or shall, obtain Materials. These sources will be identified and referred to as Prospective or Mandatory Sources. A development plan will be included in Section 00235 of the Special Provisions when such sources are shown on the Plans.

(a) Working in a Different Area of the Materials Source - If the Contractor desires to work in a different area of the Materials source than that shown on the development plan, the Contractor must submit a written request stating the reasons for the requested change. If a new land use permit, development plan, or reclamation plan is needed, the Contractor must submit it and obtain approval from the Engineer before starting work in any area other than that shown on the Plans. Approval for work in a different area will not entitle the Contractor to any added compensation or adjustment of Contract Time.

The Agency will not be responsible for the availability of sources other than as stated in the Special Provisions. If the Contractor has given notice of intent to use, but does not use the source(s) on the Project, the Contractor shall reimburse the Agency for any costs the Agency incurs in making such source(s) available.

(b) Cost of Sources - Unless otherwise specified in the Special Provisions, any Prospective or Mandatory Source will be provided by the Agency for use without payment of royalty or other charge. (See 00160.50.)

(c) Exhaustion of Sources - If the Engineer determines that the quantities of specified Materials that can be produced from a Mandatory Source are insufficient for the Work, and it becomes necessary to move to another source, the Agency will pay for the reasonable cost of moving the plant to, and erecting it at, a new approved source from which specified Materials can be produced. Adjustment in hauling costs, other costs, and Contract Time will be determined as provided in 00140.30.

No allowance, reimbursement, compensation, or adjustment will be made for changes in the use of sources, or for moving from one source to another, except as provided above.

00160.50 Agency-Controlled Land; Limitations and Requirements:

(a) General - The Contractor shall have no property rights in, or right of occupancy on, Agency-Controlled Land. Nor shall the Contractor have the right to sell, use, remove, or otherwise dispose of any material from Agency-Controlled Land, areas, or property, except as specified or by the written authorization of the Engineer.

Unless authorized in the Contract, the Contractor shall not disturb any material within Rights-of-Way without written authorization from the Engineer. The Contractor shall not take, sell, use, remove or otherwise dispose of any sand, gravel, rock, earth, firewood, and/or other material obtained or produced from within the limits of rights-of-way, gravel pits, rock quarries or other property owned by or held by the Agency unless specially authorized by this contract or by written consent of the Agency.

Unless otherwise specified in the Contract, the ownership of all materials originating on Agency-Controlled Lands will at all times vest in, and remain within the control of, the Agency.

(b) Waste, Excess, and By-Product Materials - All waste, excess, and by-product materials, collectively referred to in this Subsection as "By-Products", from the manufacture or production of Aggregate Materials from Agency-Controlled Lands shall remain Agency property. Unless otherwise ordered by the Engineer in writing, By-Products shall be placed as required by the development plan:

- In stockpiles at designated locations;
- At locations and in shapes that are readily accessible; and
- In such a manner as to avoid fouling areas containing useable materials, or interfering with future plant setups to use materials from the property.

The Agency will not compensate the Contractor for handling and stockpiling By-Products according to the development plan requirements. If by written order the Engineer directs the Contractor to stockpile or place designated By-Products at alternate sites, the By-Products designated shall be loaded, hauled, and placed as directed, and this work will be paid for according to 00195.20.

00160.60 Contractor-Furnished Materials and Sources:

(a) General - The Contractor shall furnish, at its own expense, all products and Materials required for the Project from sources of its own choosing, unless such sources have been specified in the Special Provisions or Plans as Prospective or Mandatory Sources.

(b) Acquisition of Sources - The Contractor shall acquire, at its own expense, the rights of access to, and the use of, all sources the Contractor chooses that are not Agency-controlled and made available by the Agency to the Contractor.

(c) Additional Requirements - Except for continuously-operated commercial sources, Work shall not begin, nor will any Materials be accepted by the Engineer, until the Contractor has:

(1) Given to the Engineer a copy of permits from, or proof that permits are not required from:

- The Department of Geology and Mineral Industries, as required under ORS 517.790;
- The Department of State Lands, as required under ORS 196.815 (when removing material from the bed or banks of any waters or from any Wetland); and
- Local governmental authorities having jurisdiction over land use at the source location.

(2) Furnished to the Engineer written approval of the property owner, if other than the Contractor, for the Contractor's proposed plans of operation in, and reclamation of, the source. The Contractor shall include in the document containing the property owner's written approval a summary of the requirements of the permits described above, which shall be subject to the Engineer's approval.

00160.70 Requirements for Plant Operations - Before operating mixing plants, Rock crushers, or other Equipment, the Contractor shall provide the Engineer copies of all applicable discharge permits for noise, air contaminants, and water pollutants from DEQ or applicable local jurisdictions, or a letter from DEQ or the local jurisdiction stating that no permits are required for the use of the Equipment and sites.

00160.80 Requirements for Sources of Borrow and Aggregate - The Contractor shall conduct operations according to all applicable federal, State, and local laws (including, without limitation, ORS Chapter 517 and OAR 632-030) when developing, using, and reclaiming all sources of Borrow material and Aggregate. The Contractor shall provide erosion control at Borrow sources that are not within the Project Site. The Contractor shall not operate in Wetlands except as allowed by permit. The Contractor shall comply with all requirements for pollution and sediment control, including, without limitation, the National Pollutant Discharge Elimination System where applicable.

Except for continuously-operated commercial sources, the Contractor shall also conform to the following:

(a) If a natural growth of trees or shrubs is present, preserve a border of such to conceal land scars.

(b) Excavate Borrow sources and Aggregate sources, except for those in streams and rivers, to provide:

- Reasonably uniform depths and widths;
- Natural drainage so no water stands or collects in excavated areas, when practicable;
- Slopes trimmed to blend with the adjacent terrain upon completion of operations;
- Slopes covered with native Soil, or acceptable plant rejects to support plant growth, if required by Specifications, Plans, or permits; and
- A vegetative cover that blends with the adjacent natural growth.

(c) Excavate in quarries so that:

- Faces will not be steeper than vertical (no overhang);
- Vertical faces conform to Oregon OSHA standards, Division 3, and as shown on an approved development plan;
- Floors or benches are excavated to a uniform Slope free of depressions and will drain and not interfere with the downland owner's property; and
- Upon completion, the quarry is left appearing neat and compatible with surrounding terrain.

(d) Obliterate haul roads specifically built for access to sources, and restore the areas disturbed by these roads as nearly as practicable to the conditions that existed before the roads were built, unless otherwise directed by the landowner or regulatory body.

Section 00165 - Quality of Materials

Description

00165.00 General - The Contractor shall incorporate into the Work only Materials conforming to the Specifications and approved by the Engineer. The Contractor shall incorporate into the Work only manufactured products made of new materials unless otherwise specified in the Contract. The Agency may require additional testing or retesting to determine whether the Materials or manufactured products meet Specifications.

Materials or manufactured products not meeting the Specifications at the time they are to be used are unacceptable and must be removed immediately from the Project Site, unless otherwise directed by the Engineer.

00165.01 Rejected Materials - The Engineer may reject any Materials that appear to be defective (see 00150.25) or that contain asbestos. The Contractor shall not incorporate any rejected Materials into the Work. Rejected Materials whose defects have been corrected may not be incorporated into the Work until the Engineer has approved their use. The Engineer may order the removal and replacement by the Contractor, at the Contractor's expense, of any defective Materials. (See also 00150.20.)

00165.02 Materials Conformance and Quality Compliance Documents - For purposes of this Section, "Materials Conformance Documents" means the Contractor's quality-control, the Agency's verification, and the independent assurance test results, and the identity of the testing facility, as specified in the ODOT *Manual of Field Test Procedures* (MFTP), unless otherwise specified in the Contract.

For purposes of this Section, "Quality Compliance Documents" means those documents specified in ODOT's *Nonfield-Tested Materials Acceptance Guide*, unless otherwise specified in the Contract.

00165.03 Testing by Agency - When testing Materials, the Agency will have tests conducted in laboratories designated by the Engineer, even though certain AASHTO, ASTM, and other materials specifications may require testing at the place of manufacture. Results of the Agency's tests will be made available to the Contractor.

00165.04 Costs of Testing - When the Contract requires that the Agency perform the testing, the testing will be at the Agency's expense. The Agency will pay the cost of Contractor-requested source-review tests on unprocessed Aggregates from no more than two sources for each Project, and on no more than three unprocessed samples from each source. Additional source-review tests performed at the Contractor's request shall be at the Contractor's expense.

Unless otherwise provided in the Contract, all testing required to be performed by the Contractor will be at the Contractor's expense.

Provisions and Requirements

00165.10 Materials Acceptance Guides - Unless otherwise specified elsewhere in the Contract, Materials will be accepted according to the following guides:

(a) Field-Tested Materials - Field-tested Materials will be accepted according to the MFTP. The MFTP is published once per year and is available from the ODOT Construction Section; 800 Airport Road SE; Salem, OR 97301-4798; phone 503-986-3000. The MFTP is also available on the ODOT Construction Section website (see 00110.05(e)). The most current version of the MFTP on the date of Advertisement is the version in effect for the Project.

(b) Nonfield-Tested Materials - Nonfield-tested Materials will be accepted according to the ODOT *Nonfield Tested Materials Acceptance Guide* (NTMAG), unless otherwise specified in the Contract. The NTMAG is available on the ODOT Construction Section website (see 00110.05(e)). The most current version of the NTMAG on the date of Advertisement is the version in effect for the Project.

00165.20 Materials Specifications and Test Method References - References to materials specifications and test methods of ODOT, WAQTC, AASHTO, ASTM, other governmental agencies, or other recognized organizations mean those officially adopted and in current use by the agency or organization on the date of Advertisement.

If there are conflicting references, or if no reference is made to materials specifications, sampling and testing frequencies, or test method, the Engineer will resolve any discrepancies between these documents in the following orders of precedence:

Field-Tested Materials:

- Contract Change Orders;
- Special Provisions;
- ODOT *Laboratory Manual of Test Procedures*;
- MFTP; and
- Standard Specifications.

Nonfield-Tested Materials:

- Contract Change Orders;
- Special Provisions;
- ODOT *Laboratory Manual of Test Procedures*; and
- Standard Specifications.

Material test methods:

- ODOT;
- WAQTC;
- AASHTO;
- ASTM;
- Other recognized national organizations, such as ANSI, AWPA, IMSA, ISSA, and UL; and
- Industry standards in the location where the Work is being performed.

Sampling and testing frequencies:

- Contract Change Orders;
- Special Provisions;
- MFTP; and
- Standard Specifications.

If the Contractor identifies conflicting references or if no reference is made, the Contractor shall immediately request a clarification from the Engineer.

00165.30 Field-Tested Materials:

(a) Contractor's Duties - The Contractor shall:

- Furnish Materials of the quality specified in the Contract;
- Provide and administer a quality control program as described in the Quality Assurance Program portion of the MFTP. Upon request, the Contractor shall provide to the Engineer the names, telephone numbers, and copies of certifications for all personnel performing field testing; and
- Perform other testing as required by the Contract.

(b) Types of Tests - The types of tests and testing methods generally required by the Agency are described in the MFTP.

(c) Acceptance of Field-Tested Materials - The Contractor's test results for field-tested Materials will be verified by the Agency according to the Quality Assurance program outlined in the MFTP. If the Agency's QA test results verify the Contractor's results, the Materials will be analyzed for acceptance according to one of the following methods before the Engineer will accept them for incorporation into the Work:

- Statistically, according to 00165.40, to determine "Pay Factors" for produced Aggregate;
- Statistically, according to 00165.40, to determine "Composite Pay Factors" for mixtures; or
- Other methods determined by the Engineer.

If the Agency's verification test results do not verify the Contractor's test results, the Agency may require additional testing to determine whether the Materials meet Specifications. The Contractor shall perform additional testing or provide samples to the Agency for testing as directed. If the Materials do not meet Specifications, the Contractor shall reimburse the Agency for the cost of the additional testing, which may be deducted from monies due or to become due the Contractor under the Contract. Incorporated Materials that do not meet Specifications will be evaluated according to 00165.01 and 00150.25. If the Materials meet Specifications, the Agency will pay the cost for the additional testing.

00165.35 Nonfield-Tested Materials - The Contractor shall furnish Materials meeting Specifications, along with all Materials Conformance and Quality Compliance Documents.

(a) Test Results Certificate - The certificate shall:

- Be from the manufacturer, verifying that the Material furnished has been sampled and tested and the test results meet the Specifications.
- Include, or be accompanied by, a copy of the specified test results (ODOT, AASHTO, ASTM, UL or other).
- Identify the testing agency and the representative responsible for the test results.

- Permit positive determination that Material delivered to the Project is the same Material covered by the test results.
- Be delivered to the Engineer with the shipment of the material.

(b) Quality Compliance Certificate - The certificate shall be from the manufacturer and shall:

- Verify that the Material meets the Specifications, and identify by number the specified test methods used, (ODOT, AASHTO, ASTM, UL, or other)
- Permit positive determination that Material delivered to the Project is the same Material covered by the certificate,
- Be delivered to the Engineer with the shipment of the Material, or be an identification plate or mark, decal, sticker, label, or tag attached to the container or Material,

(c) Equipment List and Drawings - These consist of lists of proposed Equipment and Materials, such as:

- Shop drawings
- Material lists
- Equipment lists
- Catalog description sheets
- Manufacturer's brochures

Submit these lists to the Engineer for review of conformance with the Specifications.

(d) Certificate of Origin of Steel Materials - When specified, complete this document (ODOT Form 734-2126) as required by 00160.20 for Federal-aid projects.

Materials will be subject to acceptance testing if the Engineer so elects. The Engineer may reject damaged or non-specification materials regardless of the Materials Conformance Documents furnished.

00165.40 Statistical Analysis - When 00165.30(c) or 00165.50 applies, the Contractor shall divide the Materials into lots and sublots, randomly sample and test them as required, and analyze the results statistically to determine whether the Materials conform to the Specifications.

All acceptance test results of lots and sublots will be analyzed collectively using the Quality Level Analysis procedure set out in this Subsection. This procedure shall not be used for a lot with less than three sublots. Sampling of Material for a lot that contains two or fewer sublots shall be increased to obtain at least three sublots. The Engineer has discretion to either accept or reject lots originating with two or fewer sublots, even after sampling is increased.

(a) Lot - A lot is the quantity of Materials produced by a single process or JMF that is sampled, tested, and statistically evaluated, as specified in this Subsection.

(b) Sublot - A sublot is a portion of a lot, for which a sample test value may be normally obtained.

(c) Quality Level Analysis - Quality Level Analysis is a statistical procedure to determine, for each lot:

- The percentage of each constituent of the Materials meeting Specifications;
- The Pay Factor for each constituent; and
- The Composite Pay Factor, when specified.

(d) Pay Factor and Composite Pay Factor Computation - Procedures for determining the percent meeting Specifications, Pay Factors, and Composite Pay Factor for a lot of Materials are as follows:

- (1) Compute lot arithmetic mean (\bar{X}) for each constituent:

$$\bar{X} = \frac{\sum X}{n}$$

Where $\sum X$ = summation of sample test values
 n = total number of samples

- (2) Compute standard deviation (sd) for each constituent:

$$sd = \sqrt{\frac{\sum X^2 - n\bar{X}^2}{n-1}}$$

Where $\sum X^2$ = summation of the squares of each sample test value
 \bar{X}^2 = square of the lot arithmetic mean

- (3) Compute the upper quality index (Q_U) for each constituent:

$$Q_U = \frac{USL - \bar{X}}{sd}$$

Where USL (upper specification limit) is the target value plus allowable tolerance

- (4) Compute the lower quality index (Q_L) for each constituent:

$$Q_L = \frac{\bar{X} - LSL}{sd}$$

Where LSL (lower specification limit) is the target value minus allowable tolerance

- (5) From Table 00165-1, for each constituent, determine the percent within the upper specification limit (P_U) which corresponds to a given Q_U . If USL is 100% or is not specified, P_U will be 100.

- (6) From Table 00165-1, for each constituent, determine the percent within the lower specification limit (P_L) which corresponds to a given Q_L . If LSL is 0 or not specified, P_L will be 100.

- (7) Compute the quality level, or total percent within specification limits (P_T), for each constituent:

$$P_T = (P_U + P_L) - 100$$

- (8) Using the P_T from Step 7, determine the Pay Factor (PF) from Table 00165-2 for each constituent tested. A minimum PF of 1.00 will be used when all subplot test values are within the upper and lower specification limits, regardless of the calculated PF.

(9) Compute the Weighted Pay Factor (WPF) for each constituent:

$$\text{WPF} = (\text{PF}) \times (f_i)$$

Where f_i = weighting factor listed in the Specifications for each constituent tested.

(10) Compute the Composite Pay Factor (CPF) for the lot and report the results to three decimal places.

$$\text{CPF} = \frac{\sum \text{WPF}}{\sum f_i}$$

Where $\sum \text{WPF}$ = sum of the weighted pay factors for each constituent

$\sum f_i$ = sum of the weighting factors listed in the Specifications

Table 00165-1

QUALITY LEVEL ANALYSIS BY THE STANDARD DEVIATION METHOD								
P _U or P _L PERCENT WITHIN LIMITS FOR POSITIVE VALUES OF Q _U or Q _L	UPPER QUALITY INDEX Q _U OR LOWER QUALITY INDEX Q _L							
	n = 3	n = 4	n = 5	n = 6	n = 7	n = 8	n = 9	n = 10 to n = 11
100	1.16	1.50	1.79	2.03	2.23	2.39	2.53	2.65
99	-	1.47	1.67	1.80	1.89	1.95	2.00	2.04
98	1.15	1.44	1.60	1.70	1.76	1.81	1.84	1.86
97	-	1.41	1.54	1.62	1.67	1.70	1.72	1.74
96	1.14	1.38	1.49	1.55	1.59	1.61	1.63	1.65
95	-	1.35	1.44	1.49	1.52	1.54	1.55	1.56
94	1.13	1.32	1.39	1.43	1.46	1.47	1.48	1.49
93	-	1.29	1.35	1.38	1.40	1.41	1.42	1.43
92	1.12	1.26	1.31	1.33	1.35	1.36	1.36	1.37
91	1.11	1.23	1.27	1.29	1.30	1.30	1.31	1.31
90	1.10	1.20	1.23	1.24	1.25	1.25	1.26	1.26
89	1.09	1.17	1.19	1.20	1.20	1.21	1.21	1.21
88	1.07	1.14	1.15	1.16	1.16	1.16	1.16	1.17
87	1.06	1.11	1.12	1.12	1.12	1.12	1.12	1.12
86	1.04	1.08	1.08	1.08	1.08	1.08	1.08	1.08
85	1.03	1.05	1.05	1.04	1.04	1.04	1.04	1.04
84	1.01	1.02	1.01	1.01	1.00	1.00	1.00	1.00
83	1.00	0.99	0.98	0.97	0.97	0.96	0.96	0.96
82	0.97	0.96	0.95	0.94	0.93	0.93	0.93	0.92
81	0.96	0.93	0.91	0.90	0.90	0.89	0.89	0.89
80	0.93	0.90	0.88	0.87	0.86	0.86	0.86	0.85
79	0.91	0.87	0.85	0.84	0.83	0.82	0.82	0.82
78	0.89	0.84	0.82	0.80	0.80	0.79	0.79	0.79
77	0.87	0.81	0.78	0.77	0.76	0.76	0.76	0.75
76	0.84	0.78	0.75	0.74	0.73	0.73	0.72	0.72
75	0.82	0.75	0.72	0.71	0.70	0.70	0.69	0.69
74	0.79	0.72	0.69	0.68	0.67	0.66	0.66	0.66
73	0.76	0.69	0.66	0.65	0.64	0.63	0.63	0.62
72	0.74	0.66	0.63	0.62	0.61	0.60	0.60	0.59
71	0.71	0.63	0.60	0.59	0.58	0.57	0.57	0.57
70	0.68	0.60	0.57	0.56	0.55	0.55	0.54	0.54
69	0.65	0.57	0.54	0.53	0.52	0.52	0.51	0.51
68	0.62	0.54	0.51	0.50	0.49	0.49	0.48	0.48
67	0.59	0.51	0.47	0.47	0.46	0.46	0.46	0.45
66	0.56	0.48	0.45	0.44	0.44	0.43	0.43	0.43
65	0.52	0.45	0.43	0.41	0.41	0.40	0.40	0.40
64	0.49	0.42	0.40	0.39	0.38	0.38	0.37	0.37
63	0.46	0.39	0.37	0.36	0.35	0.35	0.35	0.34
62	0.43	0.36	0.34	0.33	0.32	0.32	0.32	0.32
61	0.39	0.33	0.31	0.30	0.30	0.29	0.29	0.29
60	0.36	0.30	0.28	0.27	0.27	0.27	0.26	0.26
59	0.32	0.27	0.25	0.25	0.25	0.24	0.24	0.24
58	0.29	0.24	0.23	0.22	0.21	0.21	0.21	0.21
57	0.25	0.21	0.20	0.19	0.19	0.19	0.18	0.18
56	0.22	0.18	0.17	0.16	0.16	0.16	0.16	0.16
55	0.18	0.15	0.14	0.14	0.13	0.13	0.13	0.13
54	0.14	0.12	0.11	0.11	0.11	0.11	0.10	0.10
53	0.11	0.09	0.08	0.08	0.08	0.08	0.08	0.08
52	0.07	0.06	0.06	0.05	0.05	0.05	0.05	0.05
51	0.04	0.03	0.03	0.03	0.03	0.03	0.03	0.03
50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

NOTE: For negative values of Q_U or Q_L, P_U or P_L is equal to 100 minus the table value for P_U or P_L. If the value of Q_U or Q_L does not correspond exactly to a figure in the table, use the next higher figure.

Table 00165-1

QUALITY LEVEL ANALYSIS BY THE STANDARD DEVIATION METHOD							
P _U or P _L PERCENT WITHIN LIMITS FOR POSITIVE VALUES OF Q _U OR Q _L	UPPER QUALITY INDEX Q _U OR LOWER QUALITY INDEX Q _L						
	n = 12	n = 15	n = 19	n = 26	n = 38	n = 70	n = 201
	to n = 14	To n = 18	to n = 25	to n = 37	to n = 69	to n = 200	to n = ∞
100	2.83	3.03	3.20	3.38	3.54	3.70	3.83
99	2.09	2.14	2.18	2.22	2.26	2.29	2.31
98	1.91	1.93	1.96	1.99	2.01	2.03	2.05
97	1.77	1.79	1.81	1.83	1.85	1.86	1.87
96	1.67	1.68	1.70	1.71	1.73	1.74	1.75
95	1.58	1.59	1.61	1.62	1.63	1.63	1.64
94	1.50	1.51	1.52	1.53	1.54	1.55	1.55
93	1.44	1.44	1.45	1.46	1.46	1.47	1.47
92	1.37	1.38	1.39	1.39	1.40	1.40	1.40
91	1.32	1.32	1.33	1.33	1.33	1.34	1.34
90	1.26	1.27	1.27	1.27	1.28	1.28	1.28
89	1.21	1.22	1.22	1.22	1.22	1.22	1.23
88	1.17	1.17	1.17	1.17	1.17	1.17	1.17
87	1.12	1.12	1.12	1.12	1.12	1.13	1.13
86	1.08	1.08	1.08	1.08	1.08	1.08	1.08
85	1.04	1.04	1.04	1.04	1.04	1.04	1.04
84	1.00	1.00	1.00	1.00	0.99	0.99	0.99
83	0.96	0.96	0.96	0.96	0.95	0.95	0.95
82	0.92	0.92	0.92	0.92	0.92	0.92	0.92
81	0.88	0.88	0.88	0.88	0.88	0.88	0.88
80	0.85	0.85	0.85	0.84	0.84	0.84	0.84
79	0.81	0.81	0.81	0.81	0.81	0.81	0.81
78	0.78	0.78	0.78	0.78	0.77	0.77	0.77
77	0.75	0.75	0.75	0.74	0.74	0.74	0.74
76	0.71	0.71	0.71	0.71	0.71	0.71	0.71
75	0.68	0.68	0.68	0.68	0.68	0.68	0.67
74	0.65	0.65	0.65	0.65	0.65	0.64	0.64
73	0.62	0.62	0.62	0.62	0.62	0.61	0.61
72	0.59	0.59	0.59	0.59	0.59	0.58	0.58
71	0.56	0.56	0.56	0.56	0.56	0.55	0.55
70	0.53	0.53	0.53	0.53	0.53	0.53	0.52
69	0.50	0.50	0.50	0.50	0.50	0.50	0.50
68	0.48	0.48	0.47	0.47	0.47	0.47	0.47
67	0.45	0.45	0.45	0.44	0.44	0.44	0.44
66	0.42	0.42	0.42	0.42	0.41	0.41	0.41
65	0.39	0.39	0.39	0.39	0.39	0.39	0.39
64	0.37	0.37	0.36	0.36	0.36	0.36	0.36
63	0.34	0.34	0.34	0.34	0.33	0.33	0.33
62	0.31	0.31	0.31	0.31	0.31	0.31	0.31
61	0.29	0.29	0.28	0.28	0.28	0.28	0.28
60	0.26	0.26	0.26	0.26	0.26	0.25	0.25
59	0.23	0.23	0.23	0.23	0.23	0.23	0.23
58	0.21	0.21	0.20	0.20	0.20	0.20	0.20
57	0.18	0.18	0.18	0.18	0.18	0.18	0.18
56	0.15	0.15	0.15	0.15	0.15	0.15	0.15
55	0.13	0.13	0.13	0.13	0.13	0.13	0.13
54	0.10	0.10	0.10	0.10	0.10	0.10	0.10
53	0.08	0.08	0.08	0.08	0.08	0.08	0.08
52	0.05	0.05	0.05	0.05	0.05	0.05	0.05
51	0.03	0.03	0.03	0.03	0.03	0.03	0.02
50	0.00	0.00	0.00	0.00	0.00	0.00	0.00

NOTE: For negative values of Q_U or Q_L, P_U or P_L is equal to 100 minus the table value for P_U or P_L. If the value of Q_U or Q_L does not correspond exactly to a figure in the table, use the next higher figure.

Table 00165-2

PAY FACTOR	REQUIRED QUALITY LEVEL FOR A GIVEN SAMPLE SIZE (n) AND A GIVEN PAY FACTOR							
	n = 3	n = 4	n = 5	n = 6	n = 7	n = 8	n = 9	n = 10 to n = 11
1.05	100	100	100	100	100	100	100	100
1.04	90	91	92	93	93	93	94	94
1.03	80	85	87	88	89	90	91	91
1.02	75	80	83	85	86	87	88	88
1.01	71	77	80	82	84	85	85	86
1.00	68	74	78	80	81	82	83	84
0.99	66	72	75	77	79	80	81	82
0.98	64	70	73	75	77	78	79	80
0.97	62	68	71	74	75	77	78	78
0.96	60	66	69	72	73	75	76	77
0.95	59	64	68	70	72	73	74	75
0.94	57	63	66	68	70	72	73	74
0.93	56	61	65	67	69	70	71	72
0.92	55	60	63	65	67	69	70	71
0.91	53	58	62	64	66	67	68	69
0.90	52	57	60	63	64	66	67	68
0.89	51	55	59	61	63	64	66	67
0.88	50	54	57	60	62	63	64	65
0.87	48	53	56	58	60	62	63	64
0.86	47	51	55	57	59	60	62	63
0.85	46	50	53	56	58	59	60	61
0.84	45	49	52	55	56	58	59	60
0.83	44	48	51	53	55	57	58	59
0.82	42	46	50	52	54	55	57	58
0.81	41	45	48	51	53	54	56	57
0.80	40	44	47	50	52	53	54	55
0.79	38	43	46	48	50	52	53	54
0.78	37	41	45	47	49	51	52	53
0.77	36	40	43	46	48	50	51	52
0.76	34	39	42	45	47	48	50	51
0.75	33	38	41	44	46	47	49	50
REJECT	QUALITY LEVELS LESS THAN THOSE SPECIFIED FOR A 0.75							

NOTE: If the computed QUALITY LEVEL does not correspond exactly to a figure in the table, use the next lower value.

Table 00165-2

PAY FACTOR	REQUIRED QUALITY LEVEL FOR A GIVEN SAMPLE SIZE (n) AND A GIVEN PAY FACTOR						
	n = 12 to n = 14	n = 15 to n = 18	n = 19 to n = 25	n = 26 to n = 37	n = 38 to n = 69	n = 70 to n = 200	n = 201 to n = ∞
1.05	100	100	100	100	100	100	100
1.04	95	95	96	96	97	97	99
1.03	92	93	93	94	95	95	97
1.02	89	90	91	92	93	94	95
1.01	87	88	89	90	91	93	94
1.00	85	86	87	89	90	91	93
0.99	83	85	86	87	88	90	92
0.98	81	83	84	85	87	88	90
0.97	80	81	83	84	85	87	89
0.96	78	80	81	83	84	86	88
0.95	77	78	80	81	83	85	87
0.94	75	77	78	80	81	83	86
0.93	74	75	77	78	80	82	84
0.92	72	74	75	77	79	81	83
0.91	71	73	74	76	78	80	82
0.90	70	71	73	75	76	79	81
0.89	68	70	72	73	75	77	80
0.88	67	69	70	72	74	76	79
0.87	66	67	69	71	73	75	78
0.86	64	66	68	70	72	74	77
0.85	63	65	67	69	71	73	76
0.84	62	64	65	67	69	72	75
0.83	61	63	64	66	68	71	74
0.82	60	61	63	65	67	70	72
0.81	58	60	62	64	66	69	71
0.80	57	59	61	63	65	67	70
0.79	56	58	60	62	64	66	69
0.78	55	57	59	61	63	65	68
0.77	52	56	57	60	62	64	67
0.76	51	55	56	58	61	63	66
0.75	51	53	55	57	59	62	65
REJECT	QUALITY LEVELS LESS THAN THOSE SPECIFIED FOR A 0.75						

NOTE: If the computed QUALITY LEVEL does not correspond exactly to a figure in the table, use the next lower value.

00165.50 Statistical Acceptance Sampling and Testing - The Contractor shall sample and test Materials for acceptance, as required by the Contract. The Contractor may statistically evaluate test results for purposes of quality control or to predict a Pay Factor or Composite Pay Factor. The following apply:

(a) Statistical Acceptance - The Engineer will perform statistical analysis according to 00165.40 for acceptance and to determine a Pay Factor (PF) or Composite Pay Factor (CPF). The Engineer's determination of the PF or CPF shall be controlling.

(b) Pay Adjustments - As an incentive to produce quality Materials, the Engineer's acceptance will be based upon the following:

(1) Specification Materials - For Materials accepted by a PF, when all constituents of a Material have a PF of 1.00 or greater, that Material will be considered specification Materials. For Materials accepted by a CPF, all Materials with a CPF of 1.0000 or greater will be considered specification Materials. Materials with a CPF greater than 1.0000, when specified, may earn a CPF adjustment of greater than 1.0000, up to a maximum of 1.0500.

(2) Non-specification Materials - For Materials accepted by a PF, when any constituent of a Material has a PF of less than 1.00, that Material will be considered non-specification Material. For Materials accepted by a CPF, all Materials with a CPF less than 1.0000 will be considered non-specification Materials. A lot containing non-specification Materials will be evaluated as described in 00165.50(c).

(c) Non-specification Materials:

(1) Isolation of a Partial Sublot - The Engineer may isolate from a sublot or adjoining sublots any Material that the Contractor's test results show to be non-specification. The Contractor shall perform additional testing or provide samples to the Agency as directed. The Engineer will accept or reject the Material according to 00150.25.

(2) Isolation of an Entire Sublot - The Engineer may isolate a sublot or a series of sublots in which the Contractor's test results show the Material to be non-specification. The Contractor shall perform additional testing or provide samples to the Agency as directed. The isolated Material will be evaluated as a separate lot. The Engineer will accept or reject the Material according to 00150.25.

(3) A Lot-in-Progress - The Contractor shall shut down production when any of the following occurs:

- The CPF for a lot-in-progress drops below 1.0000, and the Contractor is taking no corrective action;
- The CPF is less than 0.7500; or
- Any constituent test is continually out of specification limits, regardless of whether or not the CPF is below 0.7500.

The Contractor shall not resume production until the Engineer has determined that Specification Materials can be produced, and has given approval to resume.

(4) An Entire Lot - The Engineer may reject an entire lot of Materials with a CPF between 0.7500 and 1.0000, or may take action according to 00150.25.

For a lot of Material with a CPF below 0.7500, the Engineer will take one or more of the following actions:

- a. Remain in Place** - Allow Materials to remain in place with an appropriate price reduction that may range from 25% to 100% (no payment);
- b. Corrective Work** - Require corrective work, at the Contractor's expense, with an appropriate price reduction that may range from zero (full payment) to 100% (no payment); or
- c. Remove and Replace** - Require complete removal and replacement with Specification Materials. No payment will be made for the rejected Materials, the cost of removal, or for the costs of sampling and testing.

00165.70 Use of Materials without Acceptable Materials Conformance Documents:

(a) General - The Contractor shall not incorporate Materials into the Project prior to submittal of Materials Conformance Documents acceptable to the Engineer. The Engineer may waive this requirement temporarily if Materials are necessary for immediate traffic safety.

(b) Materials Incorporated for Immediate Traffic Safety - If Materials are incorporated into the Project for immediate traffic safety before acceptable Materials Conformance Documents are available, no payment will be made for the value of the Materials, or the costs of incorporating them, until Materials Conformance Documents have been submitted to and approved by the Engineer, or the Materials are otherwise found through testing to comply with Specifications.

(c) Contractor's Request for Testing Assistance - If acceptable Materials Conformance Documents are not available, the Contractor may either have the necessary tests performed at a private laboratory or request in writing that the Engineer:

- Determine if the Agency or its agents can sample and test;
- Estimate the cost to the Contractor for the testing service; and
- Estimate the time required to obtain the test results.

The Engineer will provide this information to the Contractor in writing. If the Contractor requests the Engineer, in writing, to proceed, the Engineer will arrange for the sampling and testing, at the Contractor's expense. If these tests determine the Material complies with the Specifications, the Materials may be incorporated into the Project, or for Materials previously incorporated according to (b) above, payment will be authorized.

00165.75 Storage and Handling of Materials - The Contractor shall store and handle Materials so as to preserve their quality and fitness for incorporation into the Work. The Contractor shall restore all storage sites to their original condition according to 00140.90, or to comply with any applicable permits, orders, or agreements, at the Contractor's expense.

Stored Materials:

- Shall be readily accessible for inspection;
- May be stored on approved parts of the Right-of-Way; and
- May be stored on private property if written permission of the owner or lessor is obtained.

Measurement

00165.80 Measurement - No separate measurement will be made of Work performed under this Section.

Payment

00165.90 Incidental Basis - No separate or additional payment will be made for sampling, testing, certification, or other associated Work performed under this Section, whether performed by the Contractor, manufacturer, producer or Supplier. No payment will be made for providing quality control personnel.

00165.91 Fabrication Inspection Expense - Fabrication of certain items outside of the State creates additional shop and plant inspection expense to the Agency. It is impractical, and extremely difficult, to determine the actual additional expenses incurred. Therefore, each time that inspection by or on behalf of the Agency is necessary, payment to the Contractor will be reduced by an amount computed at the following rates:

Zone	Place of Fabrication	Reduction in Payment
1	All of State of Oregon, and those portions of adjacent states within 50 airline miles of the Oregon border	\$0
2	Outside of Zone 1, and up to 300 airline miles from the Oregon border	\$200 per Calendar Day
3	Outside of Zone 2, up to 3,000 airline miles from the Oregon border, and within the continental United States.	Round trip coach airfare from Portland, Oregon plus \$200 per Calendar Day
4	Outside of Zone 3, or outside of the continental United States.	Round trip coach airfare from Portland, Oregon plus \$250 per Calendar Day

Calendar Day charges begin on the first day the Agency's Inspector begins travel to begin work at the fabrication site, and continue without interruption through the final day of travel back to the State. The Contractor will be notified in writing of the beginning and ending dates of the Calendar Days used in computing payment reduction.

This Subsection applies to all fabricated items or manufactured Materials that are inspected by or on behalf of the Agency, which include, but are not limited to:

- Structural steel fabrication;
- Prestressed concrete members;
- Precast concrete;
- Signs;
- Preservative treatment of wood products;
- Epoxy coating of reinforcing steel; and
- Other items specifically identified in the Specifications as requiring fabrication site or in-plant inspection by the Agency.

Section 00170 - Legal Relations and Responsibilities

Description

00170.00 General - The Contractor shall comply with all laws, ordinances, codes, regulations and rules (collectively referred to as "Laws" in this Section) that relate to the Work or to those engaged in the Work. Where the provisions of the Contract are inconsistent or in conflict, the Contractor shall comply with the more stringent standard.

The Contractor shall indemnify, defend, and hold harmless the Agency and its representatives from liability arising from or related to the violation of Laws by those engaged in any phase of the Work. This provision does not apply to Work performed by Agency employees.

In any litigation, the entire text of any order or permit issued by a governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for the purpose of Contract interpretation.

The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

All rights and remedies available to the Agency under applicable Laws are incorporated herein by reference and are cumulative with all rights and remedies under the Contract.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed and enforced according to the laws of the State of Oregon without regard to principles of conflict of laws.

Any dispute between the Agency and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 shall be brought and conducted solely and exclusively within the Clackamas County Circuit Court for the State of Oregon; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Subsection be construed as a waiver by the State of Oregon on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

It is the Agency's intention to make all payments due under the Contract if funds are legally available for such purpose. The Agency reasonably believes that at the time of entering into the Contract sufficient funds are available and authorized for expenditure to finance the cost of the Contract within the Agency's appropriation or limitation, or other funding sources. Agency's payment of amounts under the Contract is contingent on the Agency receiving adequate appropriations, limitations or other expenditure authority or funds to allow the Agency to continue to make payments under the Contract. In the event the Agency becomes aware that sufficient funds are not available and authorized, the Agency will provide prompt written notice to the Contractor, and the Agency may terminate the Contract as provided in 00180.90(c).

Provisions and Requirements

00170.01 Other Agencies Affecting Agency Contracts - Representatives of regulatory bodies or units of government whose Laws may apply to the Work shall have access to the Work according to 00150.20(d). These may include but are not limited to those in the following (a), (b), (c), and (d).

(a) Federal Agencies:

- Agriculture, Department of
 - Forest Service
 - Natural Resource Conservation Service
- Army, Department of the
 - Corps of Engineers
- Commerce, Department of
 - National Marine Fisheries Service
- Defense, Department of
- Energy, Department of
- Environmental Protection Agency
- Federal Energy Regulatory Commission
- Geology Survey
- Health and Human Services, Department of
- Homeland Security, Department of

U.S. Coast Guard
 Housing and Urban Development, Department of
 Interior, Department of
 Heritage, Conservation, and Recreation Service
 Bureau of Indian Affairs
 Bureau of Land Management
 Bureau of Mines
 Bureau of Reclamation
 Geological Survey
 Minerals Management Service
 Office of Surface Mining, Reclamation, and Enforcement
 Minerals Management Service
 National Oceanic and Atmospheric Administration
 Solar Energy and Energy Conservation Bank
 U.S. Fish and Wildlife Service
 Labor, Department of
 Mine Safety and Health Administration
 Occupational Safety and Health Administration
 Transportation, Department of
 Federal Highway Administration
 Water Resources Council

(b) State of Oregon Agencies:

Administrative Services, Department of
 Agriculture, Department of
 Natural Resources Division
 Soil and Water Conservation District
 Columbia River Gorge Commission
 Consumer and Business Services, Department of
 Insurance Division
 Oregon Occupational Safety and Health Division
 Energy, Office of
 Environmental Quality, Department of
 Fish and Wildlife, Department of
 Forestry, Department of
 Geology and Mineral Industries, Department of
 Human Resources, Department of
 Labor and Industries, Bureau of
 Land Conservation and Development Department
 Parks and Recreation, Department of
 State Lands, Department of
 Water Resources Department

(c) Local Agencies:

City Councils
 County Courts
 County Commissioners, Boards of
 Design Commissions
 Historical Preservation Commissions
 Lane Regional Air Pollution Authority
 Planning Commissions
 Port Districts

Special Districts

(d) Oregon Federally Recognized Tribal Governments:

Burns Paiute Tribe
 Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians
 Confederated Tribes of Grand Ronde
 Confederated Tribes of Siletz
 Confederated Tribes of Umatilla Indian Reservation
 Confederated Tribes of Warm Springs
 Coquille Tribe
 Cow Creek Band of Umpqua Indians
 Klamath Tribe

00170.02 Permits, Licenses, and Taxes - As required to accomplish the Work, the Contractor shall do the following:

- Obtain all necessary permits and licenses, except for those noted in 00170.03;
- Pay all applicable charges, fees and taxes, except for those noted in 00170.03;
- Give all notices required by applicable Laws, or under the terms of the Contract;
- Comply with ORS 274.530 relating to lease of stream beds by Oregon Division of State Lands;
- License, in the State of Oregon, all vehicles subject to licensing;
- Comply with ORS 477.625 and ORS 527.670 relating to clearing and fire hazards on forest lands; and
- Comply with all orders and permits issued by a governmental authority, whether local, State, or federal.

This project is to be constructed in Clackamas County rights of way. There are no separate permits required from Clackamas County to perform the work required under this contract.

00170.03 Furnishing Right-of-Way and Permits - Unless required to be obtained in the name of the Contractor, the Agency will obtain and pay for the following when they are required by the applicable Laws or by Plans or Specifications:

- All necessary Rights-of-Way;
- Permits required for crossing or encroaching upon navigable streams;
- Permits required for removing materials from or depositing materials in waterways;
- Permits required for operating in Agency-controlled source of Materials or disposal area;
- System development fees charged by local units of government;
- Building construction permits, not including specialty work such as heating, ventilation, air conditioning, or electrical;
- Cost of referencing and replacing endangered survey monuments; and
- Environmental permits, including erosion control permits.

00170.04 Patents, Copyrights, and Trademarks - Prior to use of designs, devices, materials, or processes protected by patent, copyright, or trademark, the Contractor shall obtain from the Entity entitled to enforce the patent, copyright, or trademark all necessary evidence of Contractor's legal right to use such design, device, material, or process.

The Contractor shall indemnify, defend and hold harmless the Agency and all third parties and political subdivisions having a possessory or ownership interest or regulatory authority over the Project or Project Site from claims of patent, copyright or trademark infringement, and from costs, expenses and damages the Contractor or Agency may be obligated to pay as a result of such infringement during or after completing the Work.

00170.05 Assignment of Antitrust Rights - The Contractor irrevocably assigns to the Agency any claim for relief or cause of action the Contractor acquires during the term of the Contract, or which may accrue thereafter, by reason of any violation of:

- Title 15 (Commerce and Trade), United States Code;
- ORS 646.725; or
- ORS 646.730.

In connection with this assignment, it is an express obligation of the Contractor to take no action that would in any way impair or diminish the value of the rights assigned to the Agency according to the provisions of this Subsection. Further, it is the express obligation of the Contractor to take all action necessary to preserve the rights assigned. It is an express obligation of the Contractor to advise the Agency's legal counsel:

- In advance, of its intention to commence any action involving such claims for relief or causes of action;
- Immediately upon becoming aware of the fact that an action involving such claims for relief or causes of action has been commenced by some other person or persons;
- Of the date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of the Contractor's assignment to the Agency according to the provisions of this Subsection; and
- Immediately upon the discovery of any such antitrust claim for relief or cause of action.

In the event any payment is made to the Contractor under any such claims for relief, the Contractor shall promptly pay the full sum over to the Agency. In the event the Contractor fails to make such payment, the Agency may deduct the amount from monies due or to become due the Contractor under the Contract.

00170.06 Federal-Aid Participation - This Project is to be conducted according to the regulations applying to Federal-Aid Highway Projects.

00170.07 Record Requirements - For purposes of this Subsection, the term "Contractor" includes the Contractor, all Subcontractors, Material Suppliers, and providers of rented operated Equipment (except non-DBE truck drivers), at all tiers, for all subcontracts with first-tier Subcontractors, all subcontracts between the first-tier Subcontractors and their Subcontractors and any other lower-tier subcontracts, and "Related Entities" as that term is defined in OAR 734-010-0400. The Material Suppliers included in this definition are those for Aggregates, asphalt cement concrete, Portland Cement Concrete and the supply and fabrication of structural steel items, and Material Suppliers that provide quotes.

(a) Records Required - The Contractor shall maintain all records, whether created before or after execution of the Contract, or during Contract performance, or after Contract completion, to clearly document:

- The Contractor's performance of the Contract or a subcontract;
- The Contractor's ability to continue performance of the Contract or a subcontract; and
- All claims arising from or relating to performance under the Contract or a subcontract.

These records shall include all records, including fiscal records, regardless of when created for the Contractor's business. The records for the Contractor's business include, without limitation:

- Bidding estimates and records, worksheets, tabulations or similar documents.
- Job cost detail reports, including monthly totals.
- Payroll records (including, without limitation, the ledger or register, and tax forms) and all documents that establish the periods, individuals involved, the hours for the individuals, and the rates for the individuals.
- Records that identify the Equipment used by the Contractor and Subcontractors in the performance of the Contract or subcontracts, including, without limitation, Equipment lists, rental contracts and any records used in setting rental rates.
- Invoices from vendors, rental agencies, and Subcontractors.
- Material quotes, invoices, purchase orders and requisitions.
- Contracts with Subcontractors and contracts with Material Suppliers, Suppliers and providers of rented equipment.
- Contracts or documents of other arrangements with any Related Entity as defined in OAR 734-010-0400.
- General ledger.
- Trial Balance.
- Financial statements (including, without limitation, the balance sheet, income statement, statement of cash flows, and financial statement notes).
- Income tax returns.
- All worksheets used to prepare bids or claims, or to establish the cost components for the Pay Items, including, without limitation, the labor, benefits and insurance, Materials, Equipment, and Subcontractors.

The following are examples, but not an exhaustive list, of records that would be included, if generated by the Contractor. If the Contractor generates such records, or equivalent records, they are included among the records subject to 00170.07.

- Daily time sheets and supervisors' daily reports.
- Collective bargaining agreements.
- Earnings records.
- Journal entries and supporting schedules.
- Insurance, welfare, and benefits records.
- Material cost distribution worksheet.

- Subcontractors' and lower-tier Subcontractors' payment certificates.
- Payroll and vendor's cancelled checks.
- Cash disbursements journal.
- All documents related to each and every claim together with all documents that support the amount of damages as to each claim.
- Additional financial statements (including, without limitation, the balance sheet, income statement, statement of cash flows, and financial notes) preceding the execution of the Contract and following final payment of the Contract.
- Depreciation records on all business Equipment maintained by the business involved, its accountant, or other Entity. (If a source other than depreciation records is used to develop cost for the Contractor's internal purposes in establishing the actual cost of owning and operating Equipment, all such other source documents.)

The Contractor shall maintain all fiscal records in material compliance with generally accepted accounting principles, or other accounting principles that are accepted accounting principles and practices for the subject industry and adequate for the nature of the Contractor's business, and in such a manner that providing a complete copy is neither unreasonably time-consuming nor unreasonably burdensome for the Contractor or the Agency. Failure to maintain the records in this manner shall not be an excuse for not providing the records.

The Contractor shall include in its subcontracts, purchase orders, and all other written agreements, a provision requiring all Subcontractors, Material Suppliers and providers of rented operated Equipment (except non-DBE truck drivers), at all tiers, to comply with 00170.07. The Contractor shall also require all Subcontractors, Material Suppliers, and providers of rented operated Equipment (except non-DBE truck drivers), at all tiers, and Related Entities to include in their contracts, purchase orders, and all other written agreements, a provision requiring all lower-tier Subcontractors, Material Suppliers and providers of rented operated Equipment (except non-DBE truck drivers) to comply with 00170.07. The Material Suppliers to which this applies are those for Aggregates, asphalt cement concrete, Portland Cement Concrete and the supply and fabrication of structural steel items and Material Suppliers that provide Material quotes and Related Entities as defined in OAR 734-010-0400.

(b) Access to Records - The Contractor shall provide the Engineer access to or a copy of all Contractor records upon request. A Project Manager's authority to request or access records is subject to OAR 734-010-0400(9). During the record retention period the Engineer, employees of the Agency, representatives of the Agency, or representatives of regulatory bodies or units of government may:

- Inspect, examine and copy or be provided a copy of all Contractor records;
- Audit the records, a Contract or the performance of a Contract;
- Inspect, examine and audit the records when, in the Agency's sole discretion, the records may be helpful in the resolution of any claim, litigation, administrative proceeding or controversy arising out of or related to a Contract.

Reasons for access to audit, inspect, examine and copy records include without limitation, general auditing, reviewing claims, checking for collusive bidding, reviewing or checking payment of required wages, performance and contract compliance, workplace safety compliance, evaluating Related Entities, environmental compliance, and qualifications for performance of the Contract, including the ability to perform and the integrity of the Contractor.

Where such records are stored in a computer or in other digital media, the Engineer may request, and the Contractor shall provide, a copy of the data files and such other information or access to software to allow the Engineer review of the records.

Nothing in 00170.07 is intended to operate as a waiver of the confidentiality of any communications privileged under the Oregon Evidence Code. Nothing in 00170.07 limits the records or documents that can be obtained by legal process.

(c) Record Retention Period - The Contractor shall maintain the records and keep the records accessible and available at reasonable times and places for at least 3 years from the date of final payment under the Contract, or until the conclusion of all audits, litigation, administrative proceedings, disputes and claims arising out of or related to the Contract, whichever date is later.

(d) Public Records Requests - If records provided under this section contain any information that may be considered exempt from disclosure as a trade secret under either ORS 192.345(2) or ORS 646.461(4), or under other grounds specified in Oregon Public Records Law, ORS 192.311 through ORS 192.478, the Contractor shall clearly designate on or with the records the portions which the Contractor claims are exempt from disclosure, along with a justification and citation to the authority relied upon. Entire records or documents should not be designated as a trade secret or otherwise exempt from disclosure. Only specific information within a record or document should be so designated.

To the extent allowed by the Oregon Public Records Law or other applicable law related to the disclosure of public records, the Agency will not disclose records or portions of records the Contractor has designated as trade secrets to a third party, who is not a representative of the Agency, to the extent the records are exempt from disclosure as trade secrets under the Oregon Public Records Law or other applicable law, except to the extent the Agency is ordered to disclose in accordance with the Oregon Public Records Law or by a court of competent jurisdiction. Application of the Oregon Public Records Law or other applicable law shall determine whether any record, document or information is actually exempt from disclosure.

In addition, in response to a public records request, the Agency will not produce or disclose records so identified as exempt by the Contractor to any person other than representatives of the Agency, and others with authorized access under 00170.07(b), without providing the Contractor a copy of the public records request, unless:

- The Contractor consents to such disclosure; or
- The Agency is prohibited by applicable law or court order from providing a copy of the public records request to the Contractor.

00170.10 Required Payments by Contractors - The Contractor shall comply with ORS 279C.505 and ORS 279C.515 during the term of the Contract.

(a) Prompt Payment by Contractor for Labor and Materials - As required by ORS 279C.505, the Contractor shall:

- Make payment promptly, as due, to all Entities supplying labor or Materials under the Contract;
- Pay all contributions or amounts due the Industrial Accident Fund, whether from the Contractor or a Subcontractor, incurred in the performance of the Contract;
- Not permit any lien or claim to be filed against the State or any political subdivision thereof, on account of any labor or Material furnished in performance of the Contract; and
- Pay to the Department of Revenue all sums withheld from employees according to ORS 316.167.

(b) Prompt Payment by Contractor to First-Tier Subcontractor(s) - According to ORS 279C.580(3)(a), after the Contractor has determined and certified to the Agency that one or more of its Subcontractors has satisfactorily performed subcontracted Work, the Contractor may request payment from the Agency for the Work, and shall pay the Subcontractor(s) within 10 Calendar Days out of such amounts as the Agency has paid to the Contractor for the subcontracted Work.

(c) Interest on Unpaid Amount - If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract within 30 Days after the Contractor's receipt of payment, the Contractor or first-tier Subcontractor shall owe the Entity the amount due plus interest charges that begin at the end of the 10 day period within which payment is due under ORS 279C.580(3) and that end upon final payment, unless payment is subject to a good-faith dispute as defined in ORS 279C.580(5)(b). As required by ORS 279C.515(2), the rate of interest on the amount due shall be 9 percent per annum. The amount of interest shall not be waived.

(d) Agency's Payment of the Contractor's Prompt Payment Obligations - If the Contractor fails, neglects or refuses to make prompt payment of any invoice or other demand for payment for labor or services furnished to the Contractor or a Subcontractor by any Entity in connection with the Contract as such payment becomes due, the Agency may pay the Entity furnishing the labor or services and charge the amount of the payment against monies due or to become due the Contractor under the Contract. (The Agency has no obligation to pay these Entities, and the Agency will not normally do so, but will refer them to the Contractor and the Contractor's Surety.)

The payment of a claim by the Agency in the manner authorized in this Subsection shall not relieve the Contractor or the Contractor's Surety from obligations with respect to any such claims.

(e) Right to Complain to the Construction Contractors Board - If the Contractor or a Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580(5)(b).

(f) Notice of Claim Against Bond - An Entity (which by definition includes a natural person) claiming not to have been paid in full for labor or Materials supplied for the prosecution of the Work may have a right of action on the Contractor's Payment Bond as provided in ORS 279C.600 and ORS 279C.605.

The Commissioner of the Bureau of Labor and Industries (BOLI) may have a right of action on the Contractor's and Subcontractors' public works bonds and Payment Bonds for workers who have not been paid in full, as provided in ORS 279C.600 and ORS 279C.605.

(g) Paid Summary Report - The Contractor shall submit a "Paid Summary Report", form 734-2882, to the Engineer certifying payments made to all of the following:

- All Subcontractors
 - Committed DBE suppliers
 - Non-committed DBE suppliers and service providers with estimated total payments for the Project over \$10,000.

For this purpose, a committed DBE firm is one that was identified by the Contractor to meet an assigned DBE goal including DBE firms substituting for DBE firms committed as a condition of Contract Award.

Submit the completed and signed Paid Summary Report to the Engineer within 20 Calendar Days of receipt of payment from the Agency for each month in which payments were made to each Subcontractor, each committed DBE Supplier, and each non-committed DBE Supplier or service provider with estimated total payments for the Project over \$10,000. At the completion of the Project, submit

form 734-2882 recapping the total amounts paid to each Subcontractor, each committed DBE Supplier, and each non committed DBE Supplier or service provider with estimated total payments for the Project over \$10,000.

The Contractor shall require each Subcontractor at every tier to comply with the requirement to submit form 734-2882 within 20 Calendar Days of receipt of payment from its controlling contractor and provide a recap of the total amounts paid at the completion of the Project or completion of their Work.

Forms shall be submitted to an email address provided to the Contractor at the preconstruction conference.

00170.20 Public Works Bond - Before starting Work, the Contractor and Subcontractors shall each file with the Construction Contractors Board, and maintain in full force and effect, a separate public works bond, in the amount of \$30,000 unless otherwise exempt, as required by ORS 279C.830(2) and ORS 279C.836. The Contractor shall verify Subcontractors have filed a public works bond before the Subcontractor begins Work.

00170.32 Protection of Navigable Waters - The Contractor shall comply with all applicable Laws, including, without limitation, the Federal River and Harbor Act of March 3, 1899 and its amendments.

The Contractor shall not interfere with waterway navigation or impair navigable depths or clearances, except as U.S. Coast Guard or Corps of Engineer permits allow.

00170.60 Safety, Health, and Sanitation Provisions - The Contractor shall comply with all Laws concerning safety, health, and sanitation standards. The Contractor shall not require workers to perform Work under conditions that are hazardous, dangerous, or unsanitary.

Workers exposed to traffic shall wear upper body garments or safety vests that are highly visible and meet the requirements of 00221.20.

Workers exposed to falling or flying objects or electrical shock shall wear hard hats.

Upon their presentation of proper credentials, the Contractor shall allow inspectors of the U.S. Occupational Safety and Health Administration (OSHA) and the Oregon Occupational Safety and Health Division (OR-OSHA) to inspect the Work and Project Site without delay and without an inspection warrant.

According to ORS 468A.715 and ORS 468A.720, the Contractor or a Subcontractor who performs Project Work involving asbestos abatement shall possess a valid DEQ asbestos abatement license.

00170.61 Industrial Accident Protection:

(a) Workers' Compensation - The Contractor shall provide workers' compensation coverage for on-the-job injuries as required by 00170.70(d).

(b) Longshoremen's and Harbor Workers' Compensation - If Work to be performed is over or adjacent to navigable waters, the Longshoremen's and Harbor Workers' Compensation Act, (Chapter 18, Title 33 of the USC) may apply, and the Contractor shall be responsible for complying with its provisions (which may include the provision of additional workers' compensation benefits to employees).

00170.62 Labor Nondiscrimination - The Contractor shall comply with all Laws concerning equal employment opportunity, including, without limitation, those prohibiting discrimination because of race, religion, color, sex, disability, or national origin.

It is a material term of this Contract that the Contractor certifies by entering into this Contract that the Contractor has a written policy and practice that meets the requirements described in ORS 279A.112 (House Bill 3060, 2017) for preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class and that the Contractor shall maintain the policy and practice in force during the entire term of this Contract.

00170.63 Payment for Medical Care - According to ORS 279C.530, the Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor has collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

00170.65 Minimum Wage and Overtime Rates for Public Works Projects:

(a) General - The Contractor is responsible for investigating local labor conditions. The Agency does not imply that labor can be obtained at the minimum hourly wage rates specified in State or federal wage rate publications, and no increase in the Contract Amount will be made if wage rates paid are more than those listed.

As required by ORS 279C.520, the Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of the Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex,

sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this provision constitutes a material element of the Contract and failure to comply constitutes a material breach that entitles the Agency to exercise any remedies available under the Contract, including, but not limited to, termination for default.

As required by ORS 279C.520, the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

(b) State Prevailing Wage Requirements - The Contractor shall comply with the prevailing wage provisions of ORS 279C.800 through ORS 279C.870.

(1) Minimum Wage Rates - The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication *Prevailing Wage Rates for Public Works Contracts in Oregon*. The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840, and shall include this requirement in all subcontracts.

See the Project Wage Rates page included with the Special Provisions for additional information about which wage rates apply to the Project and how to access the applicable wage rates.

The applicable BOLI wage rates will be included in the Contract.

(2) Payroll and Certified Statements - As required in ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Engineer on the form prescribed by the Commissioner of BOLI in OAR 839-025-0010 certifying compliance with wage payment requirements and accurately setting out the Contractor's or Subcontractor's weekly payroll records for each worker employed on the Project.

The Contractor and Subcontractors shall preserve the certified statements for a period of 6 years from the date of completion of the Contract.

(3) Additional Retainage:

a. Agency - As required in ORS 279C.845(7) the Agency will retain 25% of any amount earned by the Contractor on the Project until the Contractor has filed the certified statements required in ORS 279C.845 and in FHWA Form 1273, if applicable. The Agency will pay to the Contractor the amount retained within 14 Days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

b. Contractor - As required in ORS 279C.845(8) the Contractor shall retain 25% of any amount earned by a first-tier Subcontractor on the Project until the first-tier Subcontractor has filed with the Agency the certified statements required in ORS 279C.845 and in FHWA Form 1273, if applicable. Before paying any amount retained, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 Days after the first-tier Subcontractor files the required certified statement, the Contractor shall pay the first-tier Subcontractor any amount retained.

(4) Owner/Operator Data - For a project funded by the FHWA, the Contractor shall furnish data to the Engineer for each owner/operator providing trucking services. Furnish the data before the time the services are performed and include without limitation for each owner/operator:

- Driver's name;
- Copy of driver license;
- Vehicle identification number;
- Copy of vehicle registration;
- Motor vehicle license plate number;
- Motor Carrier account number;
- Copy of ODOT Motor Carrier 1A Permit; and
- Name of owner/operator from the side of the truck.

(c) State Overtime Requirements - As a condition of the Contract, the Contractor shall comply with the pertinent provisions of ORS 279C.520 and ORS 279C.540.

(1) Maximum Hours of Labor and Overtime Pay - According to ORS 279C.540, no person shall be employed to perform Work under this Contract for more than 10 hours in any 1 Day, or 40 hours in any 1 week, except in cases of necessity, emergency, or where public policy absolutely requires it. In such instances, the Contractor shall pay the employee at least time and a half pay:

- For all overtime in excess of 8 hours a day or 40 hours in any 1 week when the work week is 5 consecutive days, Monday through Friday; or

- For all overtime in excess of 10 hours a day or 40 hours in any 1 week when the work week is 4 consecutive days, Monday through Friday; and
- For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

For additional information on requirements for overtime and establishing a work schedule see OAR 839-025-0050 and OAR 839-025-0034.

(2) Notice of Hours of Labor - The Contractor shall give written notice to employees of the number of hours per day and days per week the employees may be required to work. Provide the notice either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees.

(3) Exception - The maximum hours of labor and overtime requirements under ORS 279C.540 will not apply to the Contractor's Work under this Contract if the Contractor is a party to a collective bargaining agreement in effect with any labor organization. For a collective bargaining agreement to be in effect it shall be enforceable within the geographic area of the Project, and its terms shall extend to workers who are working on the Project (see OAR 839-025-0054).

(d) State Time Limitation on Claim for Overtime - According to ORS 279C.545, any worker employed by the Contractor is foreclosed from the right to collect any overtime provided in ORS 279C.540 unless a claim for payment is filed with the Contractor within 90 Days from the completion of the Contract, provided the Contractor posted and maintained a circular as specified in this provision. Accordingly, the Contractor shall:

- Cause a circular, clearly printed in boldfaced 12-point type and containing a copy of ORS 279C.545, to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to any or all workers employed to perform Work; and
- Maintain such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

(e) Additional Requirements When Federal Funds are Involved - When federal funds are involved, the following requirements shall apply in addition to the requirements of 00170.65(a) through 00170.65(d). The Contractor shall include these provisions in all subcontracts as well as ensure that all Subcontractors include these provisions in their lower-tier subcontracts.

(1) FHWA Requirements - For Federal-aid projects, the Contractor shall comply with the provisions of FHWA Form 1273, *Required Contract Provisions Federal-aid Construction Contracts*.

(2) Minimum Wage Rates - The Contractor shall pay each worker in each trade or occupation employed to perform any work under the Contract not less than the existing State (BOLI) prevailing wage rate or the applicable federal prevailing wage rate required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.), whichever is higher. The Contractor shall include this provision in all subcontracts.

See the Project Wage Rates page included with the Special Provisions for additional information about which wage rates apply to the Project and how to access the applicable wage rates.

The applicable Davis-Bacon and BOLI wage rates will be included in the Contract.

(3) Payroll and Certified Statements - In addition to providing the payroll information and certified statements required under ORS 279C.845 (see 00170.65(b)(2)), the Contractor and every Subcontractor shall submit written certified statements that also meet the requirements in Section IV of FHWA Form 1273, except the Contractor and every Subcontractor shall preserve the certified statements for a period of 6 years from the date of completion of the Contract.

(4) Overtime - With regard to overtime pay, the Contractor shall comply with the overtime provision affording the greatest compensation required under FHWA Form 1273 and ORS 279C.540.

00170.67 Fees - The fee required by ORS 279C.825(1) will be paid by the Agency to the Commissioner of the Oregon Bureau of Labor and Industries under the administrative rules of the Commissioner.

00170.70 Insurance:

(a) Insurance Coverages -

Contractor - The Contractor shall obtain the insurance specified below prior to the execution of the Contract. The Contractor shall maintain the insurance in full force at the Contractor's expense throughout the duration of the Contract and all warranty periods that apply.

Subcontracting - If the Contractor specifies prior to the execution of the Contract that a Subcontractor will satisfy an insurance requirement that is permitted to be satisfied by a Subcontractor, the Contractor shall obtain Agency approval of Subcontractor and Subcontractor's insurance coverage(s), as required by 00180.21, prior to commencement of Subcontracted work. After the Contractor

receives Agency approval of the Subcontractor, the Contractor may contractually obligate the Subcontractor to obtain and maintain, at the Subcontractor's expense or at the Contractor's expense, the insurance permitted.

The Contractor shall require that all Subcontractors carry insurance coverage that the Contractor deems appropriate based on the risks of the subcontracted work. The Contractor shall obtain proof of the required insurance coverages, as applicable, from any Subcontractor providing Services related to the Contract.

Neither the insurance provided by Subcontractor(s) nor any agreements Contractor or Subcontractor(s) may enter into shall place any limitation on the liability or indemnification obligations of the Contractor under applicable law or the Contract.

Insurance Provisions - The Contractor and Subcontractor(s), if any, shall obtain insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State and that are acceptable to the Agency. Insurance coverage shall be primary and noncontributory with any other insurance and self-insurance, with the exception of Workers' Compensation. The Contractor, or appropriate Subcontractor, but not the Agency, shall pay for all deductibles, self-insurance retentions and self-insurance, if any.

- **Commercial General Liability** – The Contractor shall provide Commercial General Liability Insurance written on an occurrence basis and covering the Contractor's liability for bodily injury and property damage. This insurance shall include personal and advertising injury liability, products and completed operations coverage, and contractual liability coverage. Coverage may be written in combination with Commercial Automobile Liability Insurance with separate limits for Commercial General Liability and Commercial Automobile Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Special Provisions. The annual aggregate limit shall not be less than the dollar amount specified in the Special Provisions. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

When Work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

- **Commercial Automobile Liability** – The Contractor shall provide Commercial Automobile Liability Insurance covering all owned, non-owned, and hired vehicles for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability and Commercial General Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Special Provisions. If this coverage is written in combination with the Commercial General Liability, the policy shall be endorsed to state that the Commercial General Liability annual aggregate limit shall apply separately to the Contract.
- **Pollution Liability** - If indicated by Special Provision, the Contractor or Subcontractor, whichever is performing the pollution related Work, shall provide Pollution Liability Insurance written on an occurrence or claims made basis and covering the Contractor's or Subcontractor's liability, for bodily injury, property damage, and environmental damage resulting from sudden, accidental, and gradual pollution, and related clean-up costs. If the coverage is obtained by the Contractor, the coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Pollution Liability and Commercial General Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Special Provisions. The annual aggregate limit shall not be less than the dollar amount specified in the Special Provisions. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.
- **Asbestos Liability** - If indicated by Special Provision, the Contractor, or Subcontractor, whichever is performing asbestos related Work, shall provide the Pollution Liability coverage with an Asbestos Liability endorsement. If an endorsement cannot be obtained, the Contractor or Subcontractor shall provide separate Asbestos Liability Insurance at the same combined single limit per occurrence and annual aggregate limit as the Pollution Liability Insurance with the policy endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.
- **Lead Liability** - If indicated by Special Provision, the Contractor or Subcontractor, whichever is performing lead related Work, shall provide the Pollution Liability coverage with a Lead Liability endorsement. If an endorsement cannot be obtained, the Contractor or Subcontractor shall provide separate Lead Liability Insurance at the same combined single limit per occurrence and annual aggregate limit as the Pollution Liability Insurance with the separate policy endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.
- **Commercial Automobile Liability with Pollution Coverage** - If indicated by Special Provision, the Contractor or Subcontractor, whichever is performing the pollution related Work, shall provide Commercial Automobile Liability Insurance with Pollution coverage covering the Contractor's or Subcontractor's liability for bodily injury, property damage, natural resource damage, and environmental damage arising out of the use of all owned, non-owned, or hired vehicles while performing Work under the Contract. Combined single limit per occurrence shall not be less than the dollar amount specified in the Contract. If the coverage is obtained by the Contractor, the coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability with Pollution Coverage and Commercial General Liability. If this coverage is written in combination with the Commercial General Liability, the policy shall be endorsed to state that the Commercial General Liability annual aggregate limit shall apply separately to the Contract.

- **Marine Insurance (watercraft)** - If indicated by Special Provision, the Contractor or Subcontractor, whichever is performing watercraft related Work, entails the use of watercraft, including but not limited to barges, tug boats, work boats, and supply boats, shall provide the following insurance:
 - **Marine Liability Insurance** - For the performance of the Work that requires the use of any watercraft, whether owned, non-owned, leased, rented, or chartered by Contractor or any Subcontractors, Marine Liability insurance shall not be less than the dollar amount specified in the Special Provisions per occurrence for bodily injury and property damage. Such insurance shall also include coverage for collision liability, tower's liability, marine contractual liability, wreck/debris removal, and liability for seepage, pollution, containment and cleanup.
 - **Hull and Machinery Insurance** - Including collision liability, with sister-ship clause un-amended, with limits of liability at least equal to the full value of all vessels used in connection with performance of the Work required under this Contract and with navigational limitations adequate for the Contractor to perform the specified Work. Where vessels engage in towing operations, said insurance shall include full towers' liability with the sister-ship clause un-amended.
 - **Protection and Indemnity Insurance** - To be evidenced through a full entry with a Group P&I Club, including collision liability, towers' liability, marine contractual liability, tankermans' liability, and specialist operations. Alternatively, if a full entry in a Group P&I Club is not available or applicable, Protection and Indemnity Insurance coverage shall be evidenced on the SP-23 form or equivalent, including, by endorsement or otherwise, collision liability, tower's liability, specialist operations, and liability for seepage, pollution, containment and cleanup, with extensions for marine contractual liability, shall not be less than the dollar amount specified in the Special Provisions.
 - **Pollution Liability Insurance** - If pollution coverage is provided outside of a P&I Club entry or outside of Protection and Indemnity Insurance coverage evidenced on the SP-23 form or equivalent, the amount shall not be less than the dollar amount specified in the Special Provisions. Pollution liability coverage shall cover bodily injury, property damage, including cleanup costs and defense costs resulting from sudden and gradual pollution conditions of contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water.

With respect to the aforementioned Hull & Machinery Insurance, Protection and Indemnity Insurance and Pollution Insurance, the policy or policies shall be endorsed as follows:

- Other than owner provisions of all policies shall be deleted with respect to the naming of Company as an Additional Assured/Insured;
- Delete any as owner clause and any other language, which limits or purports to limit the coverage afforded to an insured or an additional insured who is not a ship-owner, with coverage to be afforded to all additional insureds in any capacity in which they may be held liable; and
- Operator warrants that COFR's are on file with the U.S. Coast Guard as per Federal requirements.

If Subcontractor(s) are utilized to perform any Work that requires the use of watercraft under the Contract, all such Subcontractor(s) shall maintain insurance including limits, coverages, terms and conditions as required herein unless said Subcontractor(s) are insured by Contractor. Where Contractor provides coverage for a Subcontractor, the Contractor shall issue a Certificate of Insurance, along with related endorsement(s) required to effect coverage, evidencing Subcontractor's "Additional Insured/Assured" status under Contractor's coverage.

An Excess Marine Liability insurance policy may be used to meet the required limits of insurance. Excess coverage must follow form and be as broad as that provided by the underlying primary liability insurance policies.

ORS 15.320 provides that Oregon law applies to the Contract. The parties also agree that Oregon law applies to the Contract, even if ORS 15.320 is determined to be inapplicable or invalid.

(b) Extended Reporting - If any of the required insurance is permitted to be and is on a "claims made" basis, the Contractor or Subcontractor who provided the insurance coverage, shall obtain an extended reporting period on the claims made policy or maintain the claims made policy, for a duration of at least 24 months from the date the applicable work has been completed and accepted by the Agency or the date of Final Acceptance. This extended reporting requirement shall be satisfied with documentation of one of the following:

- Extended Reporting Endorsement;
- Tail Coverage; or
- Maintaining the applicable continuous claims made policy with liability coverage.

The Contractor or Subcontractor shall furnish certification of this extended reporting requirement as a condition to receive Third Notice under 00150.90(b) and 00180.50(g).

(c) Excess/Umbrella Liability - A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. Excess/Umbrella coverage must be at least as broad as that provided by the underlying primary insurance policies. In

addition, the limits of the underlying primary insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage provided by the Excess/Umbrella Liability policy.

(d) Additional Insured - When federal transportation funding is involved, the liability coverages of 00170.70(a) shall also include the State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation and their respective officers, members and employees as additional insureds, but only with respect to the Contractor's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The liability coverages of 00170.70(a) that are permitted by the Agency to be obtained by an appropriate Subcontractor shall include all of the foregoing as Additional Insureds and shall also include the Contractor and its officers and employees as Additional Insureds.

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

(e) Workers' Compensation - All employers, including the Contractor and Subcontractor(s), if any, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage, unless such employers meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident.

The Contractor shall certify in the Contract that the Contractor is registered by the Oregon Workers' Compensation Division either as a carrier-insured employer, a self-insured employer, an exempt employer, or is an independent contractor who will perform the Work without the assistance of others.

The Contractor shall require and verify that its insurance carrier files a guaranty contract with the Oregon Workers' Compensation Division before performing any Work.

All employers, including the Contractor and Subcontractor(s), if any, exempt under ORS 656.126(2) and subject to any other state's Workers' Compensation law, shall provide Workers' Compensation Insurance coverage as required by applicable Workers' Compensation laws. The coverage shall also include Employer's Liability Insurance with limits not less than \$500,000 each accident.

If the Contractor's and Subcontractor's, if any, operations include use of watercraft on navigable waters and employ persons in applicable positions, a Maritime Coverage Endorsement must be added to the Workers' Compensation policy, unless coverage for captain and crew is provided in a Protection and Indemnity policy.

If the Contractor and Subcontractor, if any, conducts its operations in proximity to navigable waters and employ persons in applicable positions, United States Longshore and Harbor Workers' Compensation Act coverage must be endorsed onto the Workers' Compensation policy.

The Contractor shall require compliance with these requirements in all Subcontractor contracts.

(f) Notice of Cancellation or Change - The Contractor shall provide at least 30 Days' written notice to the Agency before cancellation of, material change to, potential exhaustion of aggregate limits, or non-renewal of the required insurance coverages. If a Subcontractor is providing insurance to meet the contract requirements, the Contractor shall provide at least 30 Days' written notice to the Agency before cancellation of, material change to, potential exhaustion of aggregate limits, or non-renewal of the required insurance coverage(s). Any failure to comply with the reporting provisions of this insurance shall not affect the coverage(s) provided to the State, Agency, County, City, or other applicable political jurisdiction or to the Agency's governing body, board, or Commission and its members, and the Agency's officers, agents, and employees.

(g) Certificate(s) of Insurance - As evidence of the insurance coverages required by the Contract, the Contractor shall furnish Certificate(s) of Insurance to the Agency at the time(s) provided in 00130.50(a). As evidence of insurance coverages required by the Contract but permitted by the Agency under 00170.70(a) to be obtained by an appropriate Subcontractor, the Contractor shall furnish Certificate(s) of Insurance to the Agency for such coverages together with the Contractor's request under 00180.21 for approval of the subcontract with that Subcontractor. The Certificate(s) shall:

- List Clackamas County and when federal transportation funding is involved, shall also include "State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees" as a Certificate holder and as an endorsed Additional Insured;
- Include all required endorsements or copies of the applicable policy language effecting coverage required by the Contract;
- Specify that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation;
- Include a list of all policies that fall under the Excess/Umbrella Insurance if Excess or Umbrella Insurance is used to meet the minimum insurance requirement.

(h) Agency Acceptance - All insurance and insurance providers are subject to Agency acceptance. If requested by Agency, the Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required by the Contract.

(i) Insurance Requirement Review - The Contractor agrees to periodic review of insurance requirements by Agency under the Contract and to provide updated requirements as mutually agreed upon by the Contractor and Agency.

(j) Builders' Risk - If specified by Special Provision, the Contractor shall obtain, at its expense, and keep in effect during the term of the Contract, Builders' Risk Insurance on an all risks of direct physical loss basis, including, without limitation, earthquake and flood damage, for an amount equal to at least the value specified in the Special Provisions. The policy shall not contain a coinsurance clause or any collapse exclusions. Any deductible shall not exceed \$50,000 for each loss, except that the earthquake and flood deductible shall not exceed 5% of each loss or \$50,000, whichever is greater. The policy shall include the State of Oregon as loss payee.

(k) Builder's Risk Installation Floater - The Contractor shall obtain, at its expense, and keep in effect during the term of the Contract, Builder's Risk Installation Floater Insurance covering 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 contractor's labor, equipment, materials, or fixtures to be installed, in-transit, or stored off-site during the performance of the Contract. This insurance shall include as loss payees the State of Oregon, the Owner, the Contractor and Subcontractors as their interests may appear.

00170.71 Independent Contractor Status - The service or services to be rendered and the Work to be completed under this Contract are those of an independent contractor as defined in ORS 670.600. The Contractor is not an officer, employee, or agent of the Agency or the State as those terms are used in ORS 30.265.

00170.72 Indemnity/Hold Harmless - To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, the Contractor shall indemnify, defend (with counsel approved by the Agency) and hold harmless the Agency, Agency's Authorized Representative, Architect/Engineer, Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever that arise out of, result from or are related to the following:

- Any damage, injury, loss, expense, inconvenience or delay described in this Subsection.
- Any accident or occurrence that 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.
- Any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents that is to be observed or performed by the Contractor, or any breach of any agreement, duty, obligation, responsibility, covenant, provision, requirement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract.
- The negligent acts, omissions, or the improper conduct 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.
- Any failure to comply with all applicable Laws by the Contractor or any Subcontractor, or anyone employed by any one of them, or anyone for whose acts they may be liable.
- 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, person, or Entity described in this Subsection.

In claims against any person or Entity indemnified under this Subsection 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 this Subsection shall not be limited by a limitation 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.

Notwithstanding the Contractor's foregoing defense obligations, neither the Contractor nor any attorney engaged by the Contractor shall defend any claim in the name of the Agency, nor purport to act as legal representative of the Agency, without the prior written consent of the Agency's legal counsel. The Agency may, at any time at its election, assume its own defense and settlement in the event that it determines that the Contractor is prohibited from defending the Agency, or that the Contractor is not adequately defending the Agency's interests, or that an important governmental principle is at issue or that it is in the best interests of the Agency to do so. The Agency reserves all rights to pursue any claims it may have against the Contractor.

When federal transportation funding is involved, the following additional requirements apply:

- The State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation and their respective officers and members and employees (for purposes of this Subsection 00170.72 collectively "State") are additional Indemnitees.
- Neither Contractor nor Subcontractors nor any attorney engaged by the Contractor or Subcontractors shall defend any claim in the name of the State or purport to act as legal representative of the State or any of its agencies, without the prior written consent of the State's legal counsel, the Oregon Attorney General. State may, at any time at its election, assume its own defense and settlement in the event that it determines that the Contractor or Subcontractors are prohibited from defending the State, or that the Contractor

or Subcontractors are not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue any claims it may have against the Contractor or Subcontractors.

- Contractor shall include a provision in each subcontract requiring Subcontractors to indemnify, defend (with counsel approved by the State) and hold harmless the State in accordance with this Subsection 00170.72.

00170.74 Employee Drug Testing Program - As required by ORS 279C.505(2), the Contractor shall have in place, and maintain during the period of the Contract, an employee drug-testing program. The Agency retains the right to audit and/or monitor the program. On request by the Engineer, the Contractor shall furnish a copy of the employee drug-testing program.

00170.78 Conflict of Interest - The Contractor shall not give or offer any gift, loan, or other thing of value to any member of the Agency's governing body or employee of the Agency in connection with the award or performance of any Contract.

The Contractor shall not rent, lease, or purchase Materials, supplies, or Equipment, with or through any Agency employee or member of the Agency's governing body.

No ex-employee of the Agency who has worked for the Agency on any phase of the Project within the prior 2 years may be employed by the Contractor to perform Work on the Project.

The Contractor shall also be and remain in compliance with the Agency's Conflict of Interest Guidelines. (See 00120.40(g) and 00180.21(b).)

00170.79 Third Party Beneficiary - There are no third-party beneficiaries of the Contract, unless federal transportation funding is involved then the State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation and their respective officers and members and employees, are third-party beneficiaries of the Contract.

00170.80 Responsibility for Damage to Work:

(a) Responsibility for Damage in General - The Contractor shall perform Work, and furnish Materials and Equipment for incorporation into the Work, at the Contractor's own risk, until the entire Project has been completed and accepted by the Agency. The Contractor shall repair all damages to Work performed, Materials supplied, and Equipment incorporated into the Work, except as otherwise provided in this Section.

(b) Repair of Damage to Work - Until Final Acceptance, the Contractor shall promptly rebuild, repair, restore, and make good damages to all portions of the permanent or temporary Work, except to the extent the Agency has assumed responsibility according to the provisions of (c) below. The Contractor shall perform all repairs of damage to Work at no additional cost to the Agency, except for repairs necessitated by damage caused by:

- Acts of God or Nature, as defined in Section 00110; or
- Actions of governmental authorities.

(c) Responsibility for Damage to Work Caused by Public Traffic - The Contractor may apply for relief of responsibility for damage to Work caused by Public Traffic by submitting a signed Contractor's Request for Relief of Responsibility, form 734-2768, to the Engineer by mail, personal delivery, courier, FAX, scanned and submitted via email, or other agreed-upon method.

The Engineer will process a maximum of two forms per month and return the forms within 7 Calendar Days indicating each item as "approved" or "denied".

The approval of the Engineer is limited, and is made only for the purposes of determining relief of responsibility for damage to completed portions of the Work caused by Public Traffic. The completed portions of the Work are not considered complete, and are not finally accepted for any other purposes under the Contract.

If the Contractor disagrees with the Engineer's findings, the Contractor may request a Step 1 review according to 00199.40(b).

(1) Request for Relief - The Agency will only accept a request for relief from and will only assume responsibility for damages caused by Public Traffic, to the following completed portions of the Work:

- A segment of Roadway, drainage facilities, Slopes, lighting, traffic control devices and access facilities;
- A Bridge or other Structure within a segment of Roadway;
- Traffic signals and appurtenances at an intersection;
- Permanent, passive traffic control devices;
- Complete circuits of a highway lighting system; and
- Portions of a building open to public use.

The Agency will approve a request for the Agency to assume responsibility for damages to the completed portions of the Work caused by Public Traffic only under the following conditions:

- The completed portions of the Work are completed according to Contract Change Orders, the Plans or approved stage construction Plans;
- The traffic control complies with approved traffic control Plans; and
- All required Materials conformance and quality compliance documents pertaining to the completed portions of the Work are on file with the Engineer (see Section 00165).

(2) Scope of Relief - When the Agency assumes responsibility for damage to completed portions of the Work caused by Public Traffic, any damages will be repaired by the Contractor on a Changed Work basis, or by Agency forces, or by other means as determined by the Engineer. If completed portions of the Work are damaged by Public Traffic before Final Inspection, and the Agency requires the Contractor to repair the damages, the Engineer will reimburse the Contractor for the Changed Work at 75% of the total amount calculated according to Section 00197.

If completed portions of the Work are damaged by Public Traffic after Final Inspection, and the Agency requires the Contractor to repair the damages, the Engineer will reimburse the Contractor for the Work at 100% of the total amount calculated according to Section 00197.

If any additional Work is performed by the Contractor on completed portions of the Work for which the Agency has assumed responsibility for damages caused by Public Traffic, and the Work is performed outside of the approved stage construction Plans or approved traffic control Plans, the Contractor shall become fully responsible and liable, and shall make good all damages caused by Public Traffic at no additional cost to the Agency.

(d) Vandalism and Theft - Vandalism includes damage to or destruction of Work or portions of Work that remain on the Project Site resulting from vandalism, criminal mischief, arson, or other criminal or illegal behavior.

The Contractor shall provide reasonable protection of the Work from vandalism until Third Notification.

Theft includes the loss of Work or portions of Work that are lost or stolen or otherwise unaccounted for from the Project Site or from Materials or fabrication locations. The Contractor shall remain solely responsible for all losses caused by theft, including, without limitation, theft that occurs in conjunction with vandalism.

00170.82 Responsibility for Damage to Property and Facilities:

(a) In General - As used in this Subsection, the term "Contractor" shall include the Contractor's agents, Subcontractors, and all workers performing Work under the Contract; and the term "damage" shall include without limitation soiling or staining surfaces by tracking or splashing mud, asphalt, and other materials, as well as damage of a more serious nature.

The Contractor shall be solely responsible for damages arising from:

- The Contractor's operations;
- The Contractor's negligence, gross negligence, or intentional wrongful acts; and
- The Contractor's failure to comply with any Contract provision.

The Agency may withhold funds due the Contractor or the Contractor's Surety until all lawsuits, actions, and claims for injuries or damages are resolved, and satisfactory evidence of resolution is furnished to the Agency.

(b) Protection and Restoration of Agency Property and Facilities - The following requirements apply to Highways, Highway Structures and other improvements that are existing, under construction, or completed. The Contractor shall:

- Provide adequate protection to avoid damaging Agency property and facilities;
- Be responsible for damage to Agency property and facilities caused by or resulting from the Contractor's operations; and
- Clean up and restore such damage by repair, rebuilding, replacement, or compensation, as determined by the Engineer.

(c) Protection and Restoration of Non-Agency Property and Facilities - The Contractor shall determine the location of properties and facilities that could be damaged by the Contractor's operations, and shall protect them from damage. The Contractor shall protect monuments and property marks until the Engineer has referenced their location and authorized their removal. The Contractor shall restore property or facilities damaged by its operations to the condition that existed before the damage, at no additional compensation.

The Contractor shall provide temporary facilities when needed, (e.g., to maintain normal service or as directed by the Engineer), until the required repair, rebuilding, or replacement is accomplished.

The Contractor shall protect specific service signs, (e.g., business logos, and tourist-oriented directional signs (TODS)) from damage, whether the signs are to remain in place or be placed on temporary supports. The Contractor shall repair or replace damaged signs

at no cost to the Agency. Liquidated damages will be assessed against the Contractor in the amount of \$200 per Day for each sign out of service for more than 5 Calendar Days because of the Contractor's operations.

00170.85 Responsibility for Defective Work - The Contractor shall make good any defective Work, Materials or Equipment incorporated into the Work, according to the provisions of Section 00150.

(a) Latent Defects - The Contractor shall remain liable for all latent defects resulting from causes other than fraud or gross mistakes that amount to fraud until the expiration of all applicable statutes of limitation and ultimate repose, the Performance Bond, Warranty Bond, or warranty period, whichever expires last. The Contractor shall remain liable for all latent defects resulting from fraud or gross mistakes that amount to fraud regardless of when those latent defects may be discovered, and regardless of whether such discovery occurs outside any applicable statutes of limitation or ultimate repose or any applicable Performance Bond, Warranty Bond, or warranty period.

(b) Contractor Furnished Warranties:

(1) Contractor Warranty for Specific Items - For those Items with Specifications referencing this 00170.85(b)(1) warranty, the Contractor warrants that the Work for those Items, including Changed Work, Additional Work, Incidental Work, On-Site Work, and Extra Work, and Materials and Equipment incorporated into the Work, shall meet the technical and performance Specifications required under the Contract. The warranty period will be identified in each applicable Specification or elsewhere in the Contract and will begin on the date of Second Notification. The Contractor shall be responsible for making good the Work, and for all repairs of damage to the Work and other improvements, natural and artificial structures, systems, equipment, and vegetation caused by, or resulting in whole or in part from, defects in warranted Materials, Equipment, and workmanship. The Contractor shall be responsible for all costs caused by, or resulting in whole or in part from, defects in warranted Materials, Equipment, or workmanship.

When the Agency makes written notification of failure of an item covered by this warranty, the warranty period will stop for the effected item or the portion of the effected item that failed, as applicable, until the required repairs or replacements are made and accepted. All repaired or replaced items shall meet current Specifications, unless otherwise specified in the Contract, and will be warranted for the remaining warranty period.

This warranty provision shall survive expiration or termination of the Contract.

(2) General Warranty for Local Public Agency Projects - For those Contracts that are developed, advertised, awarded, and administered by Local Public Agencies, and are not on the National Highway System or do not contain federal funding, this 00170.85(b)(2) warranty applies.

The Contractor shall warrant all Work and workmanship, including Changed Work, Additional Work, Incidental Work, On-Site Work, and Extra Work, and Materials and Equipment incorporated in the Work, for 1 year from the date of Second Notification, except that warranties according to 00170.85(b)(1) and manufacturers' warranties and extended warranties according to 00170.85(c) shall not be abridged.

The Contractor shall be responsible for meeting the technical and performance Specifications required, making good the Work, and for all repairs of damage to the Work and other improvements, natural and artificial structures, systems, equipment, and vegetation caused by, or resulting in whole or in part from, occurrences beginning during the warranty period and are the result of defects in Materials, Equipment, and workmanship. The Contractor shall be responsible for all costs associated with completing the repair of the defects and for associated Work including, but not limited to, permitting, mobilization, traffic control, erosion control, surface restoration, site cleanup and remediation caused by, or resulting in whole or in part from, defects in Materials, Equipment, or workmanship, and other Work determined by the Engineer to be necessary to complete the repair of the defects.

Within 10 Calendar Days of the Agency's written notice of defects, the Contractor, or the Contractor's Surety, shall vigorously and continuously correct and repair the defects and all related damage. If the Contractor or the Contractor's Surety fails to correct and repair the defects, the Agency may have the correction and repair done by others. The Contractor or Contractor's Surety shall promptly reimburse the Agency for all expenses incurred to correct and repair the defects.

In the event of an emergency, where delay could result in serious loss or damage, the Agency may make emergency corrections and repairs without written notice. The Contractor or Contractor's Surety shall promptly reimburse the Agency for all expenses incurred to correct and repair the defects.

Corrections, repairs, replacements or changes shall be warranted for an additional 1 year period beginning on the date of the Agency's acceptance of the corrections, repairs, replacements or changes.

Without limiting the general applicability of other survival clauses under the Contract, this warranty provision shall survive expiration or termination of the Contract.

(c) Manufacturer Warranties and Guarantees:

(1) Manufacturer Warranties - For those Specification Sections referencing 00170.85(c)(1), the Contractor shall furnish Warranties from the Manufacturer and signed by a Manufacturer's Representative.

The warranty period will be specified in the applicable Specification Section for which it applies.

The warranty period will begin on the date of Second Notification unless otherwise specified in the Contract.

When the Agency makes written notification to the Manufacturer of failure of an item covered by this warranty, the warranty period will stop for the effected item or the portion of the effected item that failed, as applicable, until the required repairs or replacements are made and accepted. All repaired or replaced items shall meet current Specifications, unless otherwise specified in the Contract, and will be warranted for the remaining warranty period.

If, in the opinion of the Engineer, temporary repairs are necessary, the temporary repairs will be made by the Agency or an independent contractor at the Manufacturer's expense. The Manufacturer shall replace all temporary repairs at no additional cost to the Agency.

The Manufacturer shall provide all required traffic control during repair or replacement of failed items at no additional cost to the Agency.

Warranty work shall be performed when weather permits.

(2) Trade Practice Guarantees - For those Items installed on the Project that have customary trade practice guarantees, the Contractor shall furnish the guarantees to the Engineer at the completion of the Contract.

This 00170.85 provision shall survive expiration or termination of the Contract.

00170.89 Protection of Utility, Fire-control, and Railroad Property and Services; Repair; Roadway Restoration:

(a) Protection of Utility, Fire-Control, and Railroad Property and Services; Coordination -

The Contractor shall avoid damaging the properties of Utilities, Railroads, railways, and fire-control authorities during performance of the Work. The Contractor shall cooperate with and facilitate the relocation or repair of all Utilities and Utility services, as required under 00150.50, and of Railroad and fire-control property and railways.

The Contractor shall conduct no activities of any kind around fire hydrants until the local fire-control authority has approved provisions for continued service.

The Contractor shall immediately notify any Utility, Railroad, or fire-control authority whose facilities have been damaged.

If an Entity has a valid permit from the proper authority to construct, reconstruct, or repair Utility, Railroad, or fire-control service in the Roadway, the Contractor shall allow the permit holder to perform the work.

(b) Restoration of Roadway after Repair Work - The Contractor shall restore the Roadway to a condition at least equal to that which existed before the repair work addressed under this Subsection was performed, as directed by the Engineer, at no additional cost to the Agency.

00170.92 Fencing, Protecting Stock, and Safeguarding Excavations - The Contractor shall be responsible for loss, injury, or damage that results from its failure to restrain stock and persons.

(a) At the Contractor's Expense - The Contractor shall restrain stock to lands on which they are confined using temporary fences or other adequate means. The Contractor shall provide adequate temporary fences or other protection around excavations to prevent animals and unauthorized persons from entering.

The Contractor shall repair, at Contractor's expense and to the Engineer's satisfaction, fences damaged by the Contractor's operations and the operations of the Contractor's agents, employees and Subcontractors.

(b) At the Agency's Expense - The Contractor shall construct fences, or move and reconstruct fences, as shown on the Contract Documents or as directed by the Engineer. The Contractor shall tear down and remove fencing within the Right-of-Way when no longer needed, as part of the removal Work described in and paid for according to Section 00310.

00170.93 Trespass - The Contractor shall be responsible for its own, its agents' and employees', and its Subcontractors' trespass or encroachment upon, or damage to, property during performance of the Contract.

00170.94 Use of Explosives - The Contractor shall comply with all Laws pertaining to the use of explosives. The Contractor shall notify anyone having facilities near the Contractor's operations of the Contractor's intended use or storage of explosives. The Contractor shall be responsible for all damage resulting from its own, its agents' and employees', and its Subcontractors' use of explosives. (See 00330.41(e) and Section 00335.)

Section 00180 - Prosecution and Progress

00180.00 Scope - This Section consists of requirements for assignment of the Contract, subcontracting, time for performance, Contract responsibility, suspensions, terminations, and related provisions.

00180.05 Assignment/Delegation of Contract - Unless the Agency gives prior written consent, which will not be unreasonably withheld, the Contractor shall not assign, delegate, sell, or otherwise transfer or dispose of any rights or obligations under the Contract, whether voluntarily or involuntarily, and whether by merger, consolidation, dissolution, operation of law, or any other manner, including, without limitation:

- The power to execute or duty to perform the Contract; or
- Any of its right, title or interest in the Contract.

Any purported or attempted assignment, delegation, sale, transfer or disposition without prior Agency consent shall be voidable.

If written Agency consent is given to assign, delegate, sell, or otherwise transfer or dispose of any rights or obligations under the Contract, such consent shall not relieve the Contractor or its Surety of any part of their duties, obligations, responsibilities, or liabilities under or pursuant to the Contract.

00180.06 Assignment of Funds Due under the Contract - Assignment of funds due or to become due under the Contract to the Contractor will not be permitted unless:

- The assignment request is made on the form provided by the Agency;
- The Contractor secures the written consent of the Contractor's Surety to the assignment; and
- The Engineer gives prior written consent to the assignment, which will not be unreasonably withheld.

00180.10 Responsibility for Contract - The Contractor shall direct and coordinate the operations of its employees, Subcontractors and agents performing Work, and see that the Engineer's orders are carried out promptly. The Contractor's failure to direct, supervise and control its employees, Subcontractors and agents performing Work will result in one or more of the following actions, as the Engineer deems appropriate:

- Suspension of the Work;
- Withholding of Contract payments, as necessary to protect the Agency;
- Ordering removal of individuals from the Project Site; or
- Termination of the Contract.

00180.15 Agency's Right to Do Work at Contractor's Expense - Except as otherwise provided in 00150.75 and 00220.60, if the Contractor neglects to prosecute the Work properly or fails to perform any provision of the Contract, the Agency may, after 2 Calendar Days' written notice, correct the deficiencies at the Contractor's expense. In situations where the Engineer reasonably believes there is danger to life or property, the Agency may immediately and without notice correct the deficiencies at the Contractor's expense.

Action by the Agency under this provision will not prejudice any other remedy it may have.

00180.20 Subcontracting Limitations:

(a) General - The Contractor's own organization shall perform Work amounting to at least 30% of the original Contract Amount. The value of subcontracted Work is the full compensation to be paid to the Subcontractor(s) for all pay items in the subcontract(s).

(b) Own Organization - The term "own organization", as used in Section 00180, includes only employees of the Contractor, Equipment owned or rented by the Contractor, Incidental rental of operated Equipment, truck hauling of Materials not included in or requiring a subcontract, and Materials and Equipment to be incorporated into the Work purchased or produced by the Contractor.

(c) Rental of Operated Equipment - The use of Equipment rented with operators, except truck hauling of materials which is addressed in 00180.20(e), will be allowed without a subcontract only when the following requirements are met:

(1) Written Request - The Contractor has submitted to the Engineer a written request describing the work or service to be provided, its estimated cost, and its estimated duration. The Engineer must approve the request before the work or service is provided.

(2) Limitations - The use of Equipment rented with operators is limited to performing minor, Incidental, short-duration work or services under the direct supervision of the Contractor or Subcontractor, with Equipment not customarily owned, rented, leased, or operated by a Contractor, or with Equipment that is temporarily unavailable to the Contractor.

(3) Submittals - The Contractor shall provide the Engineer with a copy of the rental agreement or purchase order covering the work or service to be provided. The Contractor shall make certain that the provider of approved work or services submits payrolls required under Section 00170 and complies with applicable Contract provisions, including, without limitation, 00170.07. The work or service provider will not be considered a Subcontractor under the Contract, but the work or services will be considered to have been performed by the Contractor's own organization for the purposes of determining compliance with 00180.20(a).

(4) Revocation of Approval - The Engineer may revoke approval for the work or services provided through rented, operated Equipment at any time the Engineer determines that the work is outside that authorized under 00180.20(c)(2). Unless the Contractor promptly submits to the Engineer a subcontract agreement for consent under 00180.21, the work or service provider shall be immediately removed from the Project Site.

(d) Disadvantaged Business Enterprise (DBE) - Every agreement to perform Work, including, without limitation, subcontracts, trucking services agreements, purchase orders, and rental agreements, shall indicate whether the Work will be performed by a DBE or non-DBE.

(e) Trucking - This Section does not apply to delivery of Materials by or for or from a Supplier. This Subsection applies to all truck hauling of Materials not performed with trucks owned (or rented) and operated by the Contractor. If the services under Rental of Operated Equipment or Trucking are provided by a committed DBE firm, a subcontract is required under 00180.21. For this purpose a committed DBE firm is one that was identified by the Contractor to meet an assigned DBE goal including DBE firms substituting for DBE firms committed as a condition of Contract Award.

(1) Trucking Services Agreement - The Contractor shall submit at the preconstruction conference one or more proposed trucking services agreements for all trucking services for hauling materials. The proposed agreements shall include:

- Statement specifying whether the services will be provided by a DBE;
- Statement specifying whether the services will be provided by an owner/operator;
- Prompt payment clause (10 days) (ORS 279C.580);
- Interest penalty clause (ORS 279C.580);
- Lower-tier clause (ORS 279C.580);
- Statement about the provider's ability to file a complaint with the Construction Contractors Board (ORS 279C.515);
- Statement that workers shall be paid not less than the specified minimum hourly rate of wage (ORS 279C.830) as applicable;
- Provision requiring the provider to have a public works bond filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(4) or (9), or has elected to not file a bond under ORS 279C.836(7) or (8), or is otherwise not applicable;
- Insurance clauses that include Commercial Automobile Liability and Workers Compensation (ORS 656.017 unless exempt under ORS 656.126);
- Provision requiring the provider to comply with applicable Contract provisions, including, without limitation, Record Requirements in 00170.07; and
- Construction Contractors Board License Number if applicable.

The Agency must review and consent to the proposed trucking services agreements prior to use.

(2) Limitations - The approved trucking services agreements shall be used for all trucking services for hauling Materials not provided by trucks owned (or rented) and operated by the Contractor except for trucking services provided by committed DBEs that

require a subcontract under 00180.21. The Contractor shall execute a trucking services agreement with every trucking services provider for hauling Materials prior to the trucking services provider doing any Work on the Project Site.

(3) Submittals - The Contractor shall provide the Engineer with an executed copy of the trucking services agreement not later than 2 Days after the trucking services provider for hauling Materials has started work. The Contractor shall make certain that the provider of approved trucking services submits payrolls required under Section 00170, complies with applicable Contract provisions, including, without limitation, 00170.07, and complies with applicable trucking services agreement provisions. The work or service provider will not be considered a Subcontractor under the Contract, but the work or services will be considered to have been performed by the Contractor's own organization for the purposes of determining compliance with 00180.20(a). If the trucking services are provided by an owner/operator:

- Attach a copy of the data required under 00170.65(b)(4) to the trucking services agreement; and
- Each truck shall have the name of the owner/operator clearly displayed on the side of the truck.

(4) Revocation of Approval - The Engineer may revoke approval for trucking services provided under the trucking services agreement at any time the Engineer determines that the work or service is outside that authorized under 00180.20(e). Upon revocation of approval, the service provider shall be immediately removed from the Project Site.

00180.21 Subcontracting:

(a) General - The Contractor shall not subcontract or perform any portion of the Contract by other than the Contractor's own organization without the Agency's prior written consent. A request for consent to subcontract, at any tier, solely for the furnishing of a labor force will not be considered.

A written request for consent to subcontract any portion of the Contract at any tier shall be submitted to the Engineer, and when required by the Engineer, shall be accompanied by background information showing that the organization proposed to perform the Work is experienced and equipped for such Work. The Agency will review the Contractor's submission to verify compliance with Contract requirements, confirm the percentage of Work subcontracted, and evaluate the proposed Subcontractor's ability to perform the Work. If the Agency approves the Contractor's request to subcontract, the Agency will provide its consent to the Contractor's request as follows:

- If the Subcontractor is not providing any of the insurance coverages as permitted under 00170.70(a), the Agency will respond within 7 Calendar Days after the Engineer's receipt of the request.
- If the Subcontractor is providing any of the insurance coverages as permitted under 00170.70(a), the Agency will respond within 35 Calendar Days after the Engineer's receipt of the request. (28 Calendar Days for the Agency to review and approve the Certificates of Insurance required by 00170.70(f) plus 7 Calendar Days to review and approve the subcontract request.)

The Engineer may revoke consent to subcontract. If the Engineer revokes consent to subcontract, the Subcontractor shall be immediately removed from the Project Site.

(b) Submittal of Requests - The Contractor must submit requests for consent to subcontract any portion of the Contract, at any tier, on the Agency's form, available from the Engineer. The Contractor shall attach a duplicate original subcontract agreement. The Contractor must also submit in writing any amendments or modifications proposed to Agency-approved subcontract agreements, at any tier, before the affected Work begins. The Agency's written consent will be required before such amendments or modifications become effective.

The Contractor and proposed Subcontractors shall review the Agency's Conflict of Interest Guidelines, and if any disclosures are required, they shall complete the Conflict of Interest Disclosure Form(s) and submit them with the request for consent to subcontract. The Conflict of Interest Guidelines and Conflict of Interest Disclosure Form are available on the ODOT Procurement Office website (see 00110.05(e)).

If disclosures are not required under the Agency's Conflict of Interest Guidelines, no disclosures need be submitted.

The Subcontractors shall also otherwise be and remain in compliance with the Agency's Conflict of Interest Guidelines. (See 00170.78.)

(c) Substitution of Disclosed Subcontractors - The Contractor may only substitute a previously undisclosed first-tier Subcontractor according to the provisions of ORS 279C.585. The Contractor shall provide the Engineer with a written notification that identifies the name of the proposed new Subcontractor and the reason for the substitution. Authorized reasons for substitution are limited to the following circumstances (see ORS 279C.585(1) through ORS 279C.585(10)):

- The disclosed Subcontractor fails or refuses to execute a written contract that is reasonably based either upon the Project Plans and Specifications, or the terms of the Subcontractor's written Bid, after having had a reasonable opportunity to do so;
- The disclosed Subcontractor becomes bankrupt or insolvent;
- The disclosed Subcontractor fails or refuses to perform the contract;
- The disclosed Subcontractor fails or refuses to meet the bond requirements of the prime Contractor that had been identified prior to the Bid submittal;
- The Contractor demonstrates to the Agency that the Subcontractor was disclosed as the result of an inadvertent clerical error;
- The disclosed Subcontractor does not hold a license from the Construction Contractors Board and is required to be licensed by the board;
- The Contractor determines that the Work performed by the disclosed Subcontractor is not in substantial compliance with the Plans and Specifications, or that the Subcontractor is substantially delaying or disrupting the progress of the Work;
- The disclosed Subcontractor is ineligible to work on a public improvement according to the applicable statutory provisions;
- The substitution is for "good cause" as defined by State Construction Contractors Board rule; or
- The substitution is reasonably based on the Contract alternates chosen by the Agency.

(d) Terms of Subcontracts - All subcontracts shall provide that Work performed under the subcontract shall be conducted and performed according to, and shall include, the pertinent requirements, provisions, terms, and conditions of the Contract, including but not limited to the requirements of Subsection 00170.72. Compliance with 00170.07 is required. All subcontracts, including Contractor's with the first-tier Subcontractors and those of the first-tier Subcontractors with their Subcontractors, and any other lower-tier subcontracts shall contain a clause or condition that if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity may file a complaint with the Construction

Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580. Additionally, according to the provisions of ORS 279C.580, subcontracts shall include:

- (1) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within 10 Calendar Days out of amounts the Agency pays to the Contractor under the Contract.
- (2) A clause that requires the Contractor to provide the first-tier Subcontractor with a standard form that the first-tier Subcontractor may use as an application for payment or as another method by which the Subcontractor may claim a payment due from the Contractor.
- (3) A clause that requires the Contractor, except as otherwise provided in this Subsection, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. The Contractor may change the form or the regular administrative procedures the Contractor uses for processing payments if the Contractor:
 - Notifies the Subcontractor in writing at least 45 Calendar days before the date on which the Contractor makes the change; and
 - Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.
- (4) An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within 30 Calendar Days after receiving payment from the Agency, to pay the first-tier Subcontractor an interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under 00180.21(d)(1). The Contractor or first-tier Subcontractor is not obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the Agency or the Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and ends on the date on which the amount due is paid; and shall be computed at the rate specified in 00170.10(c).
- (5) A clause that requires the Contractor's first-tier Subcontractor to include a payment clause and an interest penalty clause that conform to the standards of ORS 279C.580 (see 00180.21(d)(1) and 00180.21(d)(4)) in each of the first-tier Subcontractor's subcontracts and to require each of the first-tier Subcontractor's Subcontractors to include such clauses in its subcontracts with each lower-tier Subcontractor or Material supplier.

These payment clauses shall require the Contractor to return all retainage withheld from the Subcontractor, whether held by the Contractor or the Agency, as specified in 00195.50(d).

As required by ORS 279C.800 through ORS 279C.870, subcontracts shall include:

- A provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work on the Project, unless exempt.
- A provision requiring that the workers shall be paid not less than the specified minimum hourly rate of wage.

As and when applicable, the Contractor shall require in its subcontracts that Subcontractors maintain the certifications required by ORS 279A.107.

(e) Contractor's Responsibilities - Under the provisions of ORS 279C.505 and as a condition of the Agency's grant of consent to subcontract, whether or not stated in the subcontract agreement itself, the Contractor shall remain solely responsible for administration of the subcontract, including but not limited to:

- Performance of subcontracted Work;
- Progress of subcontracted Work;
- Payments for accepted subcontracted Work;
- 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;
- Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197; and
- Disputes and claims for additional compensation regarding subcontracted Work.

The Engineer's consent to subcontract will not create a contract between the Agency and the Subcontractor, will not convey to the Subcontractor any rights against the Agency, and will not relieve the Contractor or the Contractor's Surety of any of their responsibilities under the Contract.

(f) Failure to Comply - Failure to comply with 00180.21 will be cause for the Engineer to take action reasonably necessary to obtain compliance. This action may include, but is not limited to:

- Suspension of the Work;
- Withholding of Contract payments as necessary to protect the Agency; and
- Termination of the Contract.

00180.22 Payments to Subcontractors and Agents of the Contractor - To the extent practicable, the Contractor shall pay in the same units and on the same basis of measurement as listed in the Schedule of Items for subcontracted Work or other Work not done by the Contractor's own organization. The Agency will not be responsible for any overpayment or losses resulting from overpayment by the Contractor to Subcontractors and to its other agents, work providers, service providers, and trucking services providers.

If requested, the Engineer will make estimates of the Work quantities performed by Subcontractors or by others on the Project, and of Materials eligible for advances on Materials in the progress payments. These estimates are approximate only, and will be made in units of measure as listed in the Schedule of Items. The Agency does not guarantee the accuracy of these estimates, and an incorrect estimate will not bind the Agency in final settlement.

If requested in writing by a first-tier Subcontractor, the Contractor shall send to the Subcontractor, within 10 Calendar Days of receiving the request, a copy of that portion of any invoice or request for payment submitted to the Agency, or pay document provided by the Agency to the Contractor, specifically related to any labor, Equipment, or Materials supplied by the first-tier Subcontractor.

00180.30 Materials, Equipment, and Work Force - The Contractor shall furnish suitable and sufficient Materials, Equipment, and personnel to properly prosecute and complete the Work. The Contractor shall use only Equipment of adequate size and condition to meet the requirements of the Work and Specifications, and to produce a satisfactory quality of Work. Upon receipt of the Engineer's written order, the Contractor shall immediately remove, and not use again on the Project without the Engineer's prior written approval, Equipment that, in the Engineer's opinion, fails to meet Specifications or produce a satisfactory product or result.

The work force shall be trained and experienced for the Work to be performed. Upon receipt of the Engineer's written order, the Contractor shall immediately remove from the Project Site, and shall not employ again on the Project without the Engineer's prior written approval, any supervisor or employee of the Contractor or any Subcontractor who, in the Engineer's opinion, does not perform satisfactory Work or whose conduct interferes with the progress of the Work.

If the Contractor fails to remove Equipment or persons as ordered, or fails to furnish suitable and sufficient Materials, Equipment and personnel for the proper prosecution of the Work, the Engineer may suspend the Work by written notice until such orders are complied with and such deficiencies are corrected, or the Engineer may terminate the Contract under the provisions of 00180.90(a).

00180.31 Required Materials, Equipment, Products, and Methods - The Engineer's decisions under this Section are final. Substitutions after Award will be considered as provided below unless specified as the subject of an exemption per ORS 279C.345. See 00120.16 for possible substitutions before Bid Opening.

(a) General - When the Equipment and methods to be used are not specified in the Contract, any Equipment or methods that accomplish the Work as required by the Contract will be permitted.

When the Contract specifies certain Equipment or methods, the Contractor shall use the Equipment or methods specified unless otherwise authorized by the Engineer in writing.

(b) Substitution of Materials, Products, and Equipment to be Incorporated into the Work - After execution of the Contract, the Engineer may approve substitution of Materials, products, and Equipment to be incorporated into the Work as follows:

(1) Reasons for Substitution - The Engineer will consider substitution only if:

- The proposed Materials, products, or Equipment are equal to or superior to the specified items in construction, efficiency and utility; or
- Due to reasons beyond the control of the Contractor, the specified Materials, products, or Equipment cannot be delivered to the Project in sufficient time to complete the Work in proper sequence.

(2) Submittal of Request - The Contractor shall submit requests for substitution to the Engineer, including manufacturers' brochures and other information needed to verify equality of the proposed item(s).

(c) Substitution of Equipment Specified to Perform Work - The Agency encourages development of new or improved Equipment and innovative use of Equipment. When the Specifications require Equipment of a particular size or type to be used to perform certain portions of the Work, the Contractor may submit a request to the Engineer to use Equipment of a different size or type. The request will not be considered as a cost reduction proposal under 00140.70. The request shall:

- Be in writing and include a full description of the Equipment proposed and its intended use;
- Include the reasons for requesting the substitution; and
- Include evidence, obtained at the Contractor's expense and satisfactory to the Engineer, that the proposed Equipment is capable of functioning as well as or better than the specified Equipment.

The Engineer will consider the Contractor's request and will provide a written response to the Contractor, either permitting or denying use of the proposed Equipment.

Permission may be granted on a trial basis to test the quality of Work actually produced, subject to the following:

- There will be no cost to the Agency, either in Contract Amount or in Contract Time;
- The permission may be withdrawn by the Engineer at any time if, in the Engineer's opinion, the Equipment is not performing in all respects equivalent to the Equipment specified in the Contract;
- If permission is withdrawn, the Contractor shall perform the remaining Work with the originally-specified Equipment; and
- The Contractor shall remove and replace non-specification work resulting from the use of the Contractor's proposed Equipment, or otherwise correct it as the Engineer directs, at no additional compensation.

(d) Substitution of Methods - The Agency encourages development of new, improved, and innovative construction methods. When the Plans or Specifications require a certain construction method for a portion of the Work, the Contractor may submit a request for a change by following the provisions of 00140.70, "Cost Reduction Proposals".

00180.32 Alternative Materials, Equipment, and Methods - Whenever the Contract authorizes certain alternative Materials, Equipment, or methods of construction for the Contractor's use to perform portions of the Work, and leaves the selection to the Contractor, the Agency does not guarantee that all listed alternative Materials, Equipment, or methods of construction can be used successfully throughout all or any part of the Work.

The Contractor shall employ only those alternatives that can be used to satisfactorily perform the Work. No additional compensation will be paid for corrective work necessitated by the Contractor's use of an inappropriate alternative.

00180.40 Limitation of Operations:

(a) In General - The Contractor shall comply with all Contract provisions and shall:

- Conduct the Work at all times so as to cause the least interference with traffic, and
- Not begin Work that may allow damage to Work already started.

The Contractor must provide, at a minimum, a 24-hour notice to the Clackamas County Engineer or Project Manager in order to perform any work on Saturdays.

(b) On-Site Work - The Contractor shall not begin On-Site Work until the Contractor has:

- Received Notice to Proceed;
- Filed with the Construction Contractors Board the public works bond as required in 00170.20;
- An approved Project Work schedule;
- An approved Traffic Control Plan;
- An approved Pollution Control Plan;
- An approved Erosion and Sediment Control Plan;
- Met with the Engineer at the required preconstruction conference; and
- Assembled all Materials, Equipment, and labor on the Project Site, or has reasonably assured that they will arrive on the Project Site, so the Work can proceed according to the Project Work schedule.

00180.41 Project Work Schedules - The Contractor shall submit a Project Work schedule meeting the requirements of this Subsection to the Engineer. The Project Work schedule is intended to identify the sequencing of activities and time required for prosecution of the Work. The schedule is used to plan, coordinate, and control the progress of construction. Therefore, the Project Work schedule shall provide for orderly, timely, and efficient prosecution of the Work, and shall contain sufficient detail to enable both the Contractor and the Engineer to plan, coordinate, analyze, document, and control their respective Contract responsibilities. Sufficient detail shall also include all required double shifts, overtime work, or combination of both necessary to complete Contract Work within the Contract Time.

Contractor's activity related to developing, furnishing, monitoring, and updating these required schedules is Incidental.

The Contractor shall submit a supplemental "look ahead" Project Work schedule each week to the Engineer. The "look ahead" Project Work schedule is supplemental to the Type A, B, or C schedule specified below. The supplemental "look ahead" Project Work schedule shall:

- Identify the sequencing of activities and time required for prosecution of the Work.
- Provide for orderly, timely, and efficient prosecution of the Work.
- Contain sufficient detail to enable both the Contractor and the Engineer to plan, coordinate, analyze, document, and control their respective Contract responsibilities.

The supplemental "look ahead" Project Work schedule shall be written in common terminology and show the planned Work activities broken down into logical, separate activities by area, stage, and size and include the following information:

- The resources the Contractor, Subcontractors, or services will use.

- The locations of each activity that will be done including the limits of the Work by mile posts, stations, or other indicators.
- The time frames of each activity by Calendar Days, shifts, and hours.
- All anticipated Shoulder, lane, and road closures.

At a minimum, the Contractor shall prepare a bar chart that:

- Shows at least 3 weeks of activity including the week the bar chart is issued.
- Uses a largest time scale unit of 1 Calendar Day. Smaller time scale units may be used if needed.
- Is appropriate to the activities.
- Identifies each Calendar Day by month and day.

Include the Contract name, Contract number, Contractor's name, and date of issue on each page of the bar chart.

The Contractor shall submit the supplemental "look ahead" Project Work schedule starting at First Notification and continuing each week until Second Notification has been issued and all punch list items and final trimming and clean-up has been completed. The Contractor shall meet with the Engineer each week to review the supplemental "look ahead" Project Work schedule. If the Engineer or the Contractor determines that the current supplemental "look ahead" Project Work schedule requires changes or additions, either notations can be made on the current schedule or the Engineer may require the submittal of a revised supplemental "look ahead" Project Work schedule. Review of the current and subsequent supplemental "look ahead" Project Work schedules does not relieve the Contractor of responsibility for timely and efficient execution of the Contract.

One of the following Type "A", "B", or "C" schedules will be required under the Contract. The type of schedule will be identified in the Special Provisions.

(a) Type "A" Schedule - When a Type "A" schedule is required, the Contractor shall do the following:

(1) Schedule - At least 7 Calendar Days prior to the preconstruction conference, the Contractor shall provide to the Engineer four copies of a Project Work schedule, including a time-scaled bar chart and narrative, showing:

- Expected beginning and completion dates of each activity, including all staging; and
- Elements of the Traffic Control Plan as required under 00221.06.

The schedule shall show detailed Work activities as follows:

- Construction activities;
- The time needed for completion of the Utility relocation work;
- Submittal and approval of Materials samples and shop drawings;
- Fabrication, installation, and testing of special Materials and Equipment; and
- Duration of Work, including completion times of all stages and their sub phases.

For each activity, the Project Work schedule shall list the following information:

- A description in common terminology;
- The quantity of Work, where appropriate, in common units of measure;
- The activity duration in Calendar Days; and
- Scheduled start, completion, and time frame shown graphically using a time-scaled bar chart.

The schedule shall show the Work broken down into logical, separate activities by area, stage, or size. The duration of each activity shall be verifiable by manpower and Equipment allocation, in common units of measure, or by delivery dates.

The bar chart shall be prepared as follows:

- The length of bar shall represent the number of workdays scheduled.
- The time scale shall be appropriate for the duration of the Contract.
- The time scale shall be in Calendar Days.
- The smallest unit shown shall be 1 Calendar Day.
- The first day and midpoint of each month shall be identified by date.
- Distinct symbols shall be used to denote multiple shift, holiday, and weekend Work.

Each page of the bar chart shall include a title block showing the Contract name and number, Contractor's name, date of original schedule, and all update dates; and a legend containing the symbols used, their definitions, and the time scale, shown graphically.

To ensure readability the bar chart shall be drawn on a reasonable size of paper up to a maximum of 36 inch by 36 inch, using multiple sheets when needed.

Within 7 Calendar Days after the preconstruction conference, the Engineer and the Contractor shall meet to review the Project Work schedule as submitted. The Engineer will review the schedule for compliance with all Contract Time limitations and other restraints. Review of this and subsequent schedules by the Engineer shall not relieve the Contractor of responsibility for timely and efficient execution of the Contract. Within 10 Calendar Days of this meeting, the Contractor shall resubmit to the Engineer four copies of the Project Work schedule, including required revisions.

(2) Review by the Engineer - The Project Work schedule may need revision as the Work progresses. Therefore, the Contractor shall periodically review the Project Work schedule and progress of the Work with the Engineer. If the Engineer or the Contractor determines that the Project Work schedule no longer represents the Contractor's own plans or expected time for the Work, a meeting shall be held between the Engineer and the Contractor. At this meeting, the Contractor and the Engineer shall review Project events and any changes for their effect on the Project Work schedule.

The Contractor shall compile an updated Project Work schedule incorporating any changes to the Project completion time(s). The bar chart shall reflect the updated information. The Contractor shall submit four copies of the updated Project Work schedule to the Engineer within 7 Calendar Days after the meeting. The report shall include without limitation the following:

- Sufficient narrative to describe the past progress, anticipated activities, and stage Work;
- A description of any current and expected changes or delaying factors and their effect on the construction schedule; and
- Proposed corrective actions.

(b) Type "B" Schedule - When a Type "B" Schedule is required, the Contractor shall do the following:

(1) Initial Schedule - At least 7 Calendar Days prior to the preconstruction conference, the Contractor shall provide to the Engineer four copies of a time-scaled bar chart Project Work schedule showing:

- Expected beginning and completion date of each activity, including all staging; and
- Elements of the Traffic Control Plan as required under 00221.06.

The initial schedule shall show all Work intended for the first 60 Days of the Contract to the level of detail described in (2) below, and shall show the priority and interdependence (sequencing and network logic) of all major segments of the remainder of the Work.

(2) Detailed Schedule - In addition to the above requirements, and within 30 Calendar Days after the Notice to Proceed, the Contractor shall provide the Engineer one digital copy and four paper copies of a detailed time-scaled bar chart Project Work schedule indicating the critical course of the Work. The digital copy shall be compatible with Microsoft Project2016 or another scheduling program approved by the Engineer.

Detailed work schedule activities shall include the following:

- Construction activities;
- The time needed for completion of the Utility relocation work;
- Submittal and approval of Material samples and shop drawings;
- Procurement of critical Materials;
- Fabrication, installation, and testing of special Material and Equipment; and
- Duration of Work, including completion times of all stages and their sub phases.

For each activity, the Project Work schedule shall list the following information:

- A description in common terminology;
- The quantity of Work, where appropriate, in common units of measure;
- The activity duration in normal workdays; and
- Scheduled start, completion, and time frame shown graphically using a time-scaled bar chart.

The schedule shall show the Work broken down into logical, separate activities by area, stage, or size. The duration of each activity shall be verifiable by manpower and Equipment allocation, in common units of measure, or by delivery dates.

The bar chart shall be prepared as follows:

- The length of bar shall represent the number of normal workdays scheduled.
- The time scale shall be appropriate for the duration of the Contract.

- The time scale shall be in normal workdays (every day except Saturday, Sunday, and legal holidays).
- The smallest unit shown shall be 1 Calendar Day.
- The first day and midpoint of each month shall be identified by date.
- Distinct symbols shall be used to denote multiple shift, holiday, and weekend Work.

The bar chart drawing(s) shall include a title block showing the Contract name and number, Contractor's name, date of original schedule, and all update dates; and a legend containing the symbols used, their definitions, and the time scale, shown graphically. To ensure readability the bar chart shall be drawn on a reasonable size of paper up to a maximum of 36 inch x 36 inch, using multiple sheets when needed.

Within 10 Calendar Days after submission of the Project schedule the Engineer and the Contractor shall meet to review the Project schedule as submitted. Within 10 Days of the review meeting, the Contractor shall resubmit to the Engineer one digital and four paper copies of the Project schedule, including required revisions.

The accepted Project schedule shall represent all Work, as well as the planned sequence and time for the Work. Review of this and subsequent schedules by the Engineer shall not relieve the Contractor of responsibility for timely and efficient execution of the Contract.

(3) Review and Reporting - The Project Work schedule may require revision as the Work progresses. Therefore, the Contractor shall monitor and when necessary revise the Project Work schedule as follows:

a. Review with the Engineer - The Contractor shall perform ongoing review of the Project Work schedule and progress of the Work with the Engineer. If the Engineer or the Contractor determines that the Project Work schedule no longer represents the Contractor's own plans or expected time for the Work, a meeting shall be held between the Engineer and the Contractor. At this meeting, the Contractor and the Engineer shall review Project events and any changes for their effect on the Project Work schedule. After any necessary action has been agreed upon, the Contractor shall make required changes to the Project Work schedule.

The Contractor shall collect information on all activities worked on or scheduled to be worked on during the previous report period, including shop drawings, Material procurement, and Contract Change Orders that have been issued. Information shall include commencement and completion dates on activities started or completed, or if still in progress, the remaining time duration.

The Contractor shall develop detailed sub-networks to incorporate changes, Additional Work, and Extra Work into the Project Work schedule. Detailed sub-networks shall include all necessary activities and logic connectors to describe the Work and all restrictions on it. The restraints shall include those activities from the Project Work schedule that initiated the sub-network as well as those restrained by it.

The Contractor shall evaluate this information and compare it with the Contractor's Project schedule. If necessary, the Contractor shall make an updated bar chart schedule to incorporate the effect changes may have on the Project completion time(s). For any activity that has started, the Contractor shall add a symbol to show the actual date the activity started and the number of normal workdays remaining until completion. For activities that are finished, a symbol shall be added to show the actual date. The Contractor shall submit one digital and four paper copies of the updated bar chart to the Engineer within 7 Days after the progress meeting, along with a progress report as required by "b." below.

b. Progress Report - The Contractor shall submit a progress report to the Engineer each month. The report shall include the following:

- Sufficient narrative to describe the past progress, anticipated activities, and stage Work;
- A description of any current and expected changes or delaying factors and their effect on the construction schedule; and
- Proposed corrective actions.

(c) Type "C" Schedule - When a Type "C" Schedule is required, the Contractor shall do the following:

(1) Initial Schedule - At least 7 Calendar Days prior to the preconstruction conference, the Contractor shall provide to the Engineer one digital copy and four paper copies of a time-scaled bar chart Project Work schedule. The digital copy shall be compatible with Microsoft Project2016, or another scheduling program approved by the Engineer. The initial schedule shall show:

- The expected beginning and completion date of each activity, including all stages and phases;
- The time needed for completion of the Utility relocation work; and
- The elements of the traffic control plan as required under 00221.06.

A logic diagram and a time-scaled bar chart will be acceptable in lieu of a time-scaled logic diagram.

The initial schedule shall show all Work intended for the first 60 Days of the Contract to the level of detail described in (2) below, and shall show the priority and interdependence (sequencing and network logic) of all major segments of the remainder of the Work.

(2) Detailed Project Work Schedule - In addition to the above requirements, and within 30 Calendar Days after First Notification, the Contractor shall provide the Engineer one digital copy and four paper copies of a detailed time-scaled critical path method (CPM) network Project Work schedule and computer analysis printout, both clearly indicating the critical path. The digital copy shall be compatible with the current version of Microsoft Project 2016 or another scheduling program approved by the Engineer. The first submitted detailed time-scaled critical path method (CPM) network Project Work schedule shall also contain a listing of the quantity of Work for each activity, when appropriate, in common units of measure.

Detailed work schedule activities shall include the following:

- Construction activities;
- Any limitations of operation specified in 00180.40;
- The time needed for completion of the Utility relocation work;
- Implementation of TCP for each stage and phase;
- Submittal and approval of Material samples, mix designs, and shop drawings;
- Agency timeframes to process and return Contractor submitted plans, Working Drawings, Equipment lists and other submittals;
- Procurement of critical Materials;
- Fabrication, installation, and testing of special Material and Equipment;
- Duration of Work, including completion times of all stages and their sub-phases; and
- Specified cure times for all concrete elements.

The activities shall be separately identifiable by coding or use of sub-networks or both. The duration of each activity shall be verifiable and consistent with the description in the Project narrative required in (3) below.

Detailed sub-networks shall include all necessary activities and logic connectors to describe the Work and all restrictions on it. In the restraints, include those activities from any Project Work schedule that initiated the sub-network as well as those restrained by it.

The time scale used on the Contractor's detailed time-scaled critical path method (CPM) network Project Work schedule shall be appropriate for the duration of the activities and the Project duration. The time scale shall be in normal workdays, defined as every day except Saturday, Sunday and legal holidays, with calendar dates identified no less than the first and midpoint of each calendar month. The smallest unit shown shall be 1 Day. The network shall show the length of the activity or part scaled to accurately represent the number of normal workdays scheduled. Distinct symbols or graphics shall be used to show multiple shift, holiday, or weekend work.

The schedule network drawing(s) shall include a title block showing the Contract name and number, Contractor's name, date of original schedule, and all update dates; and a legend containing the symbols used, their definitions, and the time scale, shown graphically. To ensure readability the drawings shall be on a reasonable size of paper up to a maximum of 36 inch x 36 inch, using multiple sheets when needed.

The Contractor shall include a tabulation of each activity in the computer mathematical analysis of the network diagram. The following information represents the minimum required for each activity:

- Event (node) number(s) for each activity;
- Maintain event (node) numbers throughout the Project;
- Activity description;
- Original duration of activities (in normal workdays);
- Estimated remaining duration of activities (in normal workdays);
- Earliest start date and actual start date (by calendar date);
- Earliest finish date and actual finish date (by calendar date);
- Latest start date (by calendar date);
- Latest finish date (by calendar date); and
- Slack or float time (in workdays).

Computer print-outs shall consist of at least a node sort and an "early start/total-float" sort.

Within 14 Calendar Days after submission of the detailed time-scaled critical path method (CPM) network Project Work schedule, the Engineer and the Contractor shall meet to review the detailed time-scaled critical path method (CPM) network Project Work

schedule as submitted. Within 7 Calendar Days of the meeting, the Contractor shall resubmit to the Engineer one digital and four paper copies of the detailed time-scaled critical path method (CPM) network Project Work schedule, including required revisions.

This first accepted detailed time-scaled critical path method (CPM) network Project Work schedule, also called the accepted Project Work schedule, shall represent all Work, as well as the planned sequence and time for the Work. Review and acceptance of any Project Work schedules and Project narratives by the Engineer shall not relieve the Contractor of responsibility for timely and efficient execution of the Contract.

(3) Project Narrative - In addition to the above requirements, and within 30 Calendar Days after First Notification, the Contractor shall provide to the Engineer a final written Project narrative that discusses the planning, coordinating, scheduling and resourcing of the Work. The Project narrative shall include the following written description:

- Plans for staging the Project.
- All critical activities.
- All near critical activities defined as those with less than 30 Days of float.
- All Subcontractor activities that are critical, near critical, and those that are greater than two weeks in duration.
- Labor resourcing, by stage and phase, to include the number of crews, average crew size and planned night/weekend shifts including that of Subcontractors.
- Equipment allocation, by stage and phase to include mobilization, demobilization and planned activities including that of Subcontractors.
- Notifications required under the Contract during each stage and phase which may include but is not limited to road closures, lanes closures, night work, cold plane Pavement removal, and pile driving.
- Provide discussion on addressing reasonably predictable weather conditions and their impact on all weather sensitive activities. Also, provide discussion on other weather limitations that may affect the Project schedule.
- Submittal and approval of material samples, mix designs, and shop drawings.
- Procurement of critical materials.
- Plans for dealing with "unique" construction items.
- Coordination of utilities and any immediate concerns for impacts/delays.
- Constructability issues.
- Cost Reduction Proposals and/or immediate requests for changes to the Specifications.
- Concerns/issues that need to be addressed within the first 90 Days following First Notification.

The accepted Project narrative shall represent all critical and near critical Work, as well as the planned sequence and time for the Work.

(4) Review and Reporting - The Project Work schedule may require revision as the Work progresses. Therefore, the Contractor shall monitor and when necessary revise the Project Work schedule as follows:

a. Review with the Engineer - The Contractor shall perform ongoing review of the accepted Project Work schedule and progress of the Work with the Engineer. If the Engineer or the Contractor determines that the accepted Project Work schedule no longer represents the Contractor's own plans or expected time for the Work, a meeting shall be held between the Engineer and the Contractor. At this meeting, the Contractor and the Engineer shall review Project events and any changes for their effect on the accepted Project Work schedule. After any necessary action has been agreed upon, the Contractor shall make required changes to the accepted Project Work schedule and associated Project narrative. Upon acceptance by the Engineer, this will become the new accepted Project Work schedule and associated Project narrative.

The Contractor shall collect information on all activities worked on or scheduled to be worked on during the previous report period, including shop drawings, Material procurement, and Contract Change Orders that have been issued. Information shall include actual start and completion dates on activities started or completed, or if still in progress, the remaining time duration.

The Contractor shall develop detailed sub-networks to incorporate changes, Additional Work, and Extra Work into the Project Work schedule. Detailed sub-networks shall include all necessary activities and logic connectors to describe the Work and all restrictions on it. The restraints shall include those activities from the Project Work schedule that initiated the sub-network as well as those restrained by it. The procedure for acceptance of the revised or updated Project Work schedule as the new accepted Project Work schedule will be as provided above.

The Contractor shall evaluate this information each month and compare it with the accepted Project Work schedule. The Contractor shall make an updated bar chart schedule to incorporate the effect changes may have on the Project completion time(s). For any activity that has started, the Contractor shall add a symbol to show the actual date the activity started and the number of normal workdays remaining until completion. For activities that are finished, a symbol shall be added to show the actual date. The Contractor shall submit, digitally and in paper, copies of the updated bar chart to the Engineer within 7 Days after the progress meeting, along with a progress report as required by "b." below.

b. Progress Report - Each month the Contractor shall submit a progress report and an update of the Project Work schedule to the Engineer. The report and updated schedule shall be submitted both digitally and in paper copy and shall include the following:

- A sufficient description, in narrative form, to describe the past progress, anticipated activities, and stage Work;
- A description of any current and expected changes or delaying factors and their effect on the construction schedule;
- Proposed corrective actions;
- Proposals to keep the Project on schedule in the event of a delay; and
- Any changes to the logic as compared to the accepted Project Work schedule.

(d) Substitution of Schedules - When a Type "A" schedule is required, a Type "B" or Type "C" schedule may be substituted for the Type "A" schedule.

When a Type "B" schedule is required, a Type "C" schedule may be substituted for the Type "B" schedule.

(e) Specified Contract Time Not Superseded by Schedule Revisions - The completion dates in any Project Work schedule and any revised or updated Project Work schedules shall be within the Contract Time(s) specified for the Project, or within adjusted Contract Times approved according to 00180.80(c). Acceptance of any Project Work schedule or any revised or updated Project Work schedules shall not constitute approval of any completion dates that exceed such Contract Time(s). If the Contractor believes that additional Contract Time is due, the Contractor shall submit, with a revised Project Work schedule, a request for adjustment of Contract Time according to 00180.80(c). A request for an adjustment of Contract Time will be evaluated using the most recently accepted Project Work schedule.

(f) Float Time - Float time shown on the Project Work schedule, including any time between a Contractor's scheduled completion date and the specified Contract Time(s), does not exist for the exclusive use of either party to the Contract and belongs to the Project.

(g) Schedules Do Not Constitute Notice - Submittal of a Project Work schedule, with supporting Project narrative, does not constitute or substitute for any notice the Contractor is required under the terms of the Contract to give the Agency.

(h) Failure to Provide Schedule - The Project Work schedule is essential to the Agency. The Contractor's failure to provide the schedule, schedule information, progress reports, Project narratives, or schedule updates when required will be cause to suspend the Work, or to withhold Contract payments as necessary to protect the Agency, until the Contractor provides the required information to the Engineer.

00180.42 Preconstruction Conference - Unless otherwise approved in writing by the Engineer, before any Work is performed and within 30 Calendar Days of the Notice to Proceed, the Contractor shall meet with the Engineer for a preconstruction conference at a time mutually agreed upon.

Submit the following during the preconstruction conference unless otherwise directed:

- The names, addresses, and telephone numbers of two or more persons employed by the Contractor who can be reached day or night to handle emergency matters.
- Subcontractor's list including contact list for each subcontractor with phone numbers and addresses and work to be performed.
- List of personnel authorized to sign change orders and receive progress payment warrants.

A representative of each subcontractor shall be required to attend the pre-construction conference.

00180.43 Commencement and Performance of Work - From the time of commencement of the Work to the time of Final Acceptance the Contractor shall:

- Provide adequate Materials, Equipment, labor, and supervision to perform and complete the Work within the Contract Time or the adjusted Contract Time;
- Perform the Work as vigorously and as continuously as conditions permit, and according to a Project Work schedule that ensures completion within the Contract Time or the adjusted Contract Time;
- Not voluntarily suspend or slow down operations without prior written approval from the Engineer, and if approved submit an updated Project Work schedule according to 00180.41 that ensures completion within the Contract Time or the adjusted Contract Time; and
- Not resume suspended Work without the Engineer's written authorization.
- Conduct the work at all times in a manner and sequence that will ensure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.

00180.50 Contract Time to Complete Work:

(a) General - The time allowed to complete the Work or Pay Item is stipulated in the Solicitation Documents, and will be known as the "Contract Time". (See 00110.20.)

(b) Kinds of Contract Time - The Contract Time will be expressed in one or more of the following ways:

(1) Fixed Date Calculation - The calendar date on which the Work or Pay Item shall be completed; or

(2) Calendar Day Calculation - The number of Calendar Days from a specified beginning point in which the Work or Pay Item shall be completed.

(3) Work Day Calculation - The number of Work Days from a specified beginning point in which the Work or Pay item shall be completed.

(c) Beginning of Contract Time - When the Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

(d) Recording Contract Time - All Contract Time will be recorded and charged to the nearest one-half Day.

On Contracts with Calendar Day or Work Day counts, the Engineer will furnish the Contractor a weekly statement of Contract Time charges. The statement will show the number of Calendar Days counted for the preceding week and the number of Calendar Days remaining prior to the established completion date for the specified Work in 00180.50(h).

For Contracts with fixed completion dates for Pay Items, the Engineer will furnish the Contractor a weekly statement of Contract Time charges only after expiration of the Contract Time. The statement will show the number of Calendar Days of liquidated damages that have been assessed, if any.

These statements will include any exclusions from, or adjustments to, Contract Time.

(e) Exclusions from Contract Time - Regardless of the way Contract Time is expressed in the Contract, certain Calendar Days will not be charged against Contract Time. These exclusions will be allowed when the Contractor is prevented from performing Work due to one of the following reasons, resulting in delay:

- Acts of God or Nature;
- Court orders enjoining prosecution of the Work;
- Strikes, labor disputes or freight embargoes that, despite the Contractor's reasonable efforts to avoid them, cause a shutdown of the entire Project or one or more major operations. "Strike" and "labor dispute" may include union action against the Contractor, a Subcontractor, a materials Supplier, or the Agency; or
- Suspension of the Work by written order of the Engineer for reasons other than the Contractor's failure or neglect.

(f) Time Calculation Protest - In the event the Contractor disputes the accuracy of the statement of Contract Time charges, it shall immediately contact the Engineer and attempt to resolve the dispute. If the dispute cannot be resolved informally, the Contractor shall submit a formal written protest to the Engineer within 7 Calendar Days of the date the Engineer mailed or delivered the statement. Failure to submit a formal written protest within the 7 Calendar Day period constitutes the Contractor's approval of the time charges, or adjusted time charges, itemized in the statement.

(g) End of Contract Time - When the Engineer determines that the On-Site Work has been completed, except for the items listed below, the Engineer will issue a Second Notification.

The Second Notification will list:

- The date the time charges stopped;
- Final trimming and cleanup tasks (see 00140.90);
- Equipment to be removed from the Project Site;
- Minor corrective work not involving additional payment to be completed; and
- Submittals, including, without limitation, all required certifications, bills, forms, warranties, certificate of insurance coverage (00170.70(b)), and other documents, required to be provided to the Engineer before Third Notification will issue.

The Contractor shall complete all tasks listed in the Second Notification in an expeditious manner within the time frame proposed by the Contractor and accepted by the Engineer. Unless otherwise agreed by the Agency, failure of the Contractor to complete all tasks listed in the Second Notification within the time frame accepted, will result in the Agency rescinding the Second Notification. Counting of time charges will resume upon expiration of the accepted time frame.

00180.60 Notice of Delay - The Contractor shall notify the Engineer of any delay that will likely prevent completion of the Work or a Pay Item by the date specified in the Project Work schedule. The notice shall be in writing and shall be submitted within 7 Calendar Days of when the Contractor knew or should have known of the delay. The notice shall include, to the extent available, the following:

- The reasons or causes for the delay;
- The estimated duration of the delay and the estimated resulting cumulative delay in Contract completion;
- Except for 00180.50(e) and 00180.65 delays, whether or not the Contractor expects to request an adjustment of Contract Time due to the delay;
- Whether or not the Contractor expects to accelerate due to the delay; and
- Whether or not the Contractor expects to request additional compensation due to the delay. Except for 00180.50(e) and 00180.65 delays, failure to include this information will constitute waiver of the Contractor's right to later make such a request.

00180.65 Right-of-Way and Access Delays - Right-of-Way and access delays will be taken into consideration in adjusting Contract Time, and in approving additional compensation if the performance of the Work is delayed because of the Agency's failure to make available to the Contractor:

- Necessary Rights-of-Way;
- Agency-owned or Agency-controlled Materials sources that are offered in the Contract for the Contractor's use; or
- Access to, or rights of occupancy of, buildings and other properties the Contractor is required to enter or to disturb according to Contract requirements.

If the ending date of an anticipated delay is stated in the Special Provisions, only the delay occurring after that date will be considered for adjusting Contract Time or providing additional compensation.

00180.70 Suspension of Work:

(a) General - The Engineer has authority to suspend the Work, or part of the Work, for any of the following causes:

- Failure of the Contractor to correct unsafe conditions;
- Failure of the Contractor to carry out any provision of the Contract;
- Failure of the Contractor to carry out orders issued by the Engineer, the Agency, or any regulatory authority;
- Existence of conditions unsuitable to proper or safe performance of the Work;
- Due to a fire hazard; or
- Any reason considered by the Agency to be in the public interest.

When Work has been suspended for any reason, the Contractor shall not resume Work without the Engineer's written authorization.

(b) Contractor's Responsibilities during and after Suspension - During periods of suspension of the Work, the Contractor shall continue to be responsible for protecting and repairing the Work according to 00170.80, and for ensuring that a single designated representative responsible for the Project remains available according to 00150.40.

When Work is resumed after suspension, unless otherwise specified in the Contract, the Contractor shall perform the following at no additional compensation:

- Replace or repair any Work, Materials, and Equipment to be incorporated into the Work that was lost or damaged because of the temporary use of the Project Site by the public; and
- Remove Materials, Equipment, and temporary construction necessitated by temporary maintenance during the suspension, as directed by the Engineer.

(c) Compensation and Allowances for Suspension - Compensation and allowance of additional Contract Time due to suspension of any portion of the Work will be authorized only for Agency-initiated suspensions for reasons other than the Contractor's failure or neglect. (See 00180.50(e), 00180.65, and 00195.40.)

00180.80 Adjustment of Contract Time:

(a) General - Contract Time established for the Work will be subject to adjustment, either by increase or decrease, for causes beyond the control of the Contractor, according to the terms of this Subsection. After adjustment, the Contract Time will become, and be designated as, the "Adjusted Contract Time". Except as provided in 00180.65 and 00195.40, an adjustment of Contract Time shall be the Contractor's only remedy for any delay arising from causes beyond the control of the Contractor.

(b) Contractor's Request Not Required - The Engineer may increase or decrease the Contract Time or the Adjusted Contract Time if Change Orders or Extra Work orders issued actually increase or decrease the amount of time required to perform the Work. The Engineer may also increase Contract Time in the event of Right-of-Way and Access delays (see 00180.65), and those delays due to

causes beyond the Contractor's control specified in 00180.50(e). The Engineer will promptly inform the Contractor of adjustments made to Contract Time according to this Subsection, and will include the reasons for adjustment.

If the Agency anticipates delay during performance of the Contract, and specifies its expected duration in the Special Provisions, the Engineer will only consider additional delay beyond the stipulated duration in determining whether to adjust Contract Time.

(c) Contractor's Request Required - In the event the Contractor believes that additional Contract Time is due, the Contractor shall submit to the Engineer a timely request for adjustment of Contract Time. The Engineer will not consider untimely requests. The Agency regards as timely only those requests for adjustment of Contract Time that:

- Accompany a proposed revised Project Work schedule submitted according to 00180.41, for comparison with the last revision of the Project Work schedule; or
- Are not otherwise deemed waived and are submitted within 45 Days after the date of Second Notification, if Second Notification has been issued.

The Engineer will not grant an adjustment of Contract Time for events that occurred prior to the date of the last revision of the Project Work schedule. The Engineer will not authorize, nor the Agency pay, acceleration costs incurred by the Contractor prior to its submittal of a request for adjustment of Contract Time to which the acceleration costs relate.

The Contractor's request for adjustment of Contract Time shall be submitted to the Engineer on a form provided by, or in a format acceptable to, the Engineer, and shall include a copy of the written notice required under 00180.60. The request shall include without limitation:

- Consent of the Contractor's Surety if the request totals more than 30 Calendar Days of additional Contract Time;
- Sufficient detail for the Engineer to evaluate the asserted justification for the amount of additional Contract Time requested;
- The cause of each delay for which additional Contract Time is requested, together with supporting analysis and data;
- Reference to the Contract provision allowing Contract Time adjustment for each cause of delay;
- The actual or expected duration of delay resulting from each cause of delay, expressed in Calendar Days; and
- A schedule analysis based on the current approved Project Work schedule for each cause of delay, indicating which activities are involved and their impact on Contract completion.

(d) Basis for Adjustment of Contract Time - In the adjustment of Contract Time, the Engineer will consider causes that include, but are not limited to:

- Failure of the Agency to submit the Contract and bond forms to the Contractor for execution within the time stated in 00130.50, or to submit the Notice to Proceed within the time stated in 00130.90;
- Errors, changes, or omissions in the Supplemental Drawings, quantities, or Specifications;
- Performance of Extra Work;
- Failure of the Agency or Entities acting for the Agency to act promptly in carrying out Contract duties and obligations;
- Acts or omissions of the Agency or Entities acting for the Agency that result in unreasonable delay referenced in 00195.40;
- Causes cited in 00180.50(e); and
- Right-of-way and access delays referenced in 00180.65.

The Engineer will not consider requests for adjustment of Contract Time based on any of the following:

- Contentions that insufficient Contract Time was originally specified in the Contract;
- Delays that do not affect the specified or Adjusted Contract Time;
- Delays that affect the Contractor's planned early completion, but that do not affect the specified or adjusted Contract Time;
- Shortage or inadequacy of Materials, Equipment or labor;
- Work stoppage required by the Engineer to determine the extent of Work defects;
- Time for the Contractor to correct the Work defects from date of notification of the defects until the correction work is completed and has been approved by the Engineer;
- Late delivery of Materials and Equipment to be incorporated into the Work, except under those conditions referenced in 00180.50(e);
- Different area of Material source in 00160.40(a);
- Substitution of Equipment in 00180.31(c);
- Reasonably predictable weather conditions: For Fixed Date Contracts, normally expected inclement weather conditions are considered in the Engineer's selection of the completion date, and time extensions will only be considered for reasons shown in 00180.50(e) and for weather conditions which in the opinion of the Engineer have an extraordinarily low statistical probability.

Low statistical probability will be determined using historical weather data from a government website for the previous 10 years in which weather that occurs within 7 years of the 10-year period is considered reasonable and predictable; or

- Other matters within the Contractor's control or Contract responsibility.

(e) Consideration and Response by Agency - The Engineer will only consider a Contractor's request for Contract Time adjustment submitted according to the requirements of 00180.80(c). The Engineer may elect not to consider claimed delays that do not affect the specified or adjusted Contract Time required to complete the Work.

The Engineer may adjust Contract Time for causes not specifically identified by the Contractor in its request.

The Engineer will review a properly submitted request for Contract Time adjustment, and within a reasonable time will advise the Contractor of the Engineer's findings. If the Contractor disagrees with the Engineer's findings, the Contractor may request review according to the procedure specified in 00199.40.

00180.85 Failure to Complete on Time; Liquidated Damages:

(a) Time is of the Essence - Time is of the essence in the Contractor's performance of the Contract. It is essential and in the public interest that the Contractor prosecute the Work vigorously to Contract completion and within Contract Time or adjusted Contract Time.

The Agency does not waive any rights under the Contract by permitting the Contractor to continue to perform the Contract, or any part of it, after the Contract Time or adjusted Contract Time has expired.

(b) Liquidated Damages - Delays in the Contractor's performance of the Work will cause the Agency to sustain damages; increase risk to, inconvenience, and interfere with the traveling public and commerce; and increase costs to taxpayers. Because the Agency finds it is unduly burdensome and difficult to demonstrate the exact dollar value of such damages, the Contractor agrees to pay to the Agency, not as a penalty but as liquidated damages, the amount(s) determined as specified below for each Calendar Day the Work remains incomplete after the expiration of the Contract Time or adjusted Contract Time applicable to that Work. The liquidated damages shall constitute payment in full only of damages incurred by the Agency due to the Contractor's failure to complete the Work on time.

Payment by the Contractor of liquidated damages does not release the Contractor from its obligation to fully and timely perform the Contract according to its terms. Nor does acceptance of liquidated damages by the Agency constitute a waiver of the Agency's right to collect any additional damages it may sustain by reason of the Contractor's failure to fully perform the Contract according to its terms.

If the Contract is terminated according to 00180.90(a), and if the Work has not been completed by other means on or before the expiration of Contract Time or adjusted Contract Time, liquidated damages will be assessed against the Contractor for the duration of time reasonably required to complete the Work.

00180.90 Termination of Contract and Substituted Performance:

(a) Termination for Default - Termination of the Contract for default may result if the Contractor:

- Fails to comply with the requirements for records;
- Violates any material provision of the Contract;
- Disregards applicable laws and regulations or the Engineer's instructions;
- Refuses or fails to supply enough Materials, Equipment or skilled workers for prosecution of the Work in compliance with the Contract;
- Fails to make prompt payment to Subcontractors;
- Makes an unauthorized general assignment for the benefit of the Contractor's creditors;
- Has a receiver appointed because of the Contractor's insolvency;
- Is adjudged bankrupt and the court consents to the Contract termination; or
- Otherwise fails or refuses to faithfully perform the Contract according to its terms and conditions.

If the Contract is terminated by the Agency, upon demand the Contractor and the Contractor's Surety shall provide the Engineer with immediate and peaceful possession of the Project Site, and of all Materials and Equipment to be incorporated into the Work, whether located on and off the Project Site, for which the Contractor received progress payments under 00195.50.

If the Contract is terminated for default, neither the Contractor nor its Surety shall be:

- Relieved of liability for damages or losses suffered by the Agency because of the Contractor's breach of Contract; or
- Entitled to receive any further progress payments until the Work is completed. However, progress payments for completed Work that remain due and owing at the time of Contract termination may be made according to the terms of 00195.50, except that the

Engineer will be entitled to withhold sufficient funds to cover costs incurred by the Agency as a result of the termination. Final payment to the Contractor will be made according to the provisions of Section 00195.

If a termination under this provision is determined by a court of competent jurisdiction to be unjustified, the termination shall be deemed a termination for public convenience.

(b) Substituted Performance - According to the Agency's procedures, and upon the Engineer's recommendation that sufficient cause exists, the Agency, without prejudice to any of its other rights or remedies and after giving the Contractor and the Contractor's Surety at least 10 Calendar Days' written notice, may:

- Terminate the Contract;
- Substitute the Contractor with another Entity to complete the Contract;
- Take possession of the Project Site;
- Take possession of Materials on the Project Site;
- Take possession of Materials not on the Project Site, for which the Contractor received progress payments under 00195.50;
- Take possession of Equipment on the Project Site that is to be incorporated into the Work;
- Take possession of Equipment not on the Project Site that is to be incorporated into the Work, and for which the Contractor received progress payments under 00195.50; and
- Finish the Work by whatever method the Agency deems expedient.

If, within the 10 Calendar Day notice period provided above, the Contractor and/or its Surety corrects the basis for declaration of default to the satisfaction of the Engineer, or if the Contractor's Surety submits a proposal for correction that is acceptable to the Engineer, the Contract will not be terminated.

(c) Termination for Public Convenience - The Engineer may terminate the Contract for convenience in whole or in part whenever the Engineer determines that termination of the Contract is in the best interest of the public.

The Engineer will provide the Contractor and the Contractor's Surety 7 Calendar Days' written notice of termination for public convenience. After such notice, the Contractor and the Contractor's Surety shall provide the Engineer with immediate and peaceful possession of the Project Site, and of Materials and Equipment to be incorporated into the Work, whether located on and off the Project Site, for which the Contractor received progress payments under 00195.50.

If the Contract is terminated for public convenience, neither the Contractor nor its Surety shall be relieved of liability for damages or losses suffered by the Agency as a result of defective, unacceptable or unauthorized Work completed or performed. Compensation for Work terminated by the Engineer under this provision will be determined according to the provisions of 00195.70(b).

Section 00190 - Measurement of Pay Quantities

Description

00190.00 Scope - The Engineer will measure pay quantities for accepted Work according to the United States standard measure unless otherwise provided in the Contract. Unless otherwise specified in the Contract, the Engineer will round off all quantity computations using the following convention:

- The final significant digit will not be changed when the succeeding digit is less than 5.
- The final significant digit will be increased by one when the succeeding digit is 5 or greater.

The measurement provisions contained in the Specifications for each Pay Item will supplement or modify the above convention by:

- Imposing measurement limitations
- Describing measurement or computation procedures
- Giving conversion factors or adjustment conditions
- Providing for determination of reasonably accurate and representative Pay Item quantities

Measurements required or allowed to be made by the Contractor will be subject to the Engineer's verification. The Engineer's decision about measurement is final.

00190.10 Measurement Guidelines - Measurement of quantities will be made on the following bases, unless otherwise specified in the Contract:

(a) Unit Basis - Unit will be each, unless otherwise specified in the Contract and will be determined by actual count of units in place.

(b) Length Basis - Length will be feet or mile, unless otherwise specified in the Contract and will be determined by measuring the length at least to the nearest 0.1 foot or at least to the nearest 0.1 mile, as applicable, unless otherwise specified in the Contract. Measurements will be limited to the dimensions shown or specified, or as directed by the Engineer.

(c) Area Basis - Area will be square foot, square yard, or acre, unless otherwise specified in the Contract and will be determined by measuring the width and the length (or height) at least to the nearest 0.1 foot and computed at least to the nearest 0.1 square foot, nearest 0.1 square yard, or nearest 0.1 acre, as applicable, unless otherwise specified in the Contract.

(d) Weight Basis - Weight will be pound or ton, unless otherwise specified in the Contract and will be determined as follows:

(1) Pound - Pound weight will be determined by the net weight identified on the manufacturer's packaged labels, subject to periodic check weighing. Weight by pound will be measured at least to the nearest 1.0 pound unless otherwise specified in the Contract.

Provide a certificate with each shipment together with a certified copy of the weight of each delivery. If the check weight is less than the manufacturer weight by more than 0.4%, the discrepancy will be resolved by the Engineer.

(2) Ton - Ton weight will be determined on Contractor-provided scales as required under 00190.20 unless otherwise allowed by the Specifications. Weight by ton will be measured at least to the nearest 0.01 ton unless otherwise specified in the Contract.

If bituminous materials, portland cement, lime, and similar bulk Materials are shipped by truck or rail, the supplier's shipping invoice with net scale weights, or volumes converted to weights, may be used for Pay Item quantity determination in place of weights determined on the Contractor-provided vehicle scales.

Shipping invoice weights of the supplier's truck or transport shall be subject to periodic check weighing on the Contractor's vehicle scales, or other scales designated, according to 00190.20. If the check weight is less than the supplier weight by more than 0.4%, the discrepancy will be resolved by the Engineer.

No payment will be made:

- For quantities in excess of the supplier weight
- When Materials have been lost, wasted, or otherwise not incorporated into the Work
- For additional hauling costs resulting from the check weighing

(e) Volume Basis - Volume will be cubic yard truck measure or in-place measure, gallons, foot board measure (FBM), or thousand foot board measure (MFBM), unless otherwise specified in the Contract and will be measured at least to the nearest 0.1 cubic yard, nearest 1.0 gallon, nearest 0.1 FBM, or nearest 0.1 MFBM, as applicable, unless otherwise specified in the Contract.

Truck measure will be the measured and calculated maximum "water level" capacity of the vehicle. Quantities will be determined at the point of delivery, with no allowance for settlement of Material during transit. When required to facilitate measurement, the vehicle

load shall be leveled at the point of delivery. Payment will not be made for Material in excess of the maximum "water level" capacity. Deductions will be made for loads below the maximum "water level" capacity.

When bituminous materials are measured by volume, the volume will be measured at 60 °F or will be corrected to the volume at 60 °F using the correction factors found in the MFTP (ODOT TM 321).

(f) Time Basis - Time will be hour, Day, or year, unless otherwise specified in the Contract, and will be measured to at least the nearest 0.5 hour, nearest 1.0 Day, or nearest 1.0 year, as applicable, unless otherwise specified in the Contract.

(g) Standard Manufactured Items - If standard manufactured items, such as fence, wire, plates, rolled shapes, pipe, conduit and other similar items are specified in the Contract by properties such as gauge, unit weight, or section dimensions, the manufacturing tolerances established by the industry involved will be accepted unless more stringent tolerances are cited in the Contract.

(h) Lump Sum Basis - Lump sum, when used, means the Work described shall be completed and accepted without measurement unless changes are ordered in writing by the Engineer. If estimated quantities of the Work to be performed are listed in the Special Provisions, they provide only a basis for adjusting payment amounts. Estimated quantities are approximate only, and are made from a reasonable interpretation of the Contract Documents. Computations based on the details and dimensions shown on the Contract Documents are not guaranteed to equal estimated quantities.

If the Agency issues no Change Order, the Agency will make no pay adjustment for quantities based on the Contractor's computations that overrun or underrun the estimated quantities.

If the Agency issues Change Orders for changes in the Work, the Engineer will measure such changes according to the standards set by 00195.20 to determine adjustment of payment.

00190.20 Contractor to Provide Vehicle Weigh Scales:

(a) General - If the Specifications require measurement by weighing on vehicle weigh scales, the Contractor shall provide vehicle weigh scales and shall transport Materials to the scales. Subject to the Engineer's approval, weights may be determined by plant or hopper scales according to 00190.30.

Contractor-provided scales shall be furnished, installed and maintained by the Contractor or its supplier, or, subject to the Engineer's approval, may be commercial scales located in the vicinity of the Project.

Unless otherwise provided in the Contract, Pay Items to be measured by weight shall include all Contractor costs for providing, maintaining, inspecting, and testing scales; for furnishing appropriate weigh tickets; for self-printing scales; and for transporting Materials to the scales or to check weighing.

(b) Requirements - The scales shall conform to ORS Chapter 618, or the laws of the state in which they are located, and NIST *Handbook 44*, and shall be:

- Licensed by the Oregon Department of Agriculture, or by the analogous regulatory body for scales located outside the State;
- Technically suitable for weighing the Materials;
- Properly installed and maintained; and
- Accurate to the required tolerances.

The weight of any Materials weighed by anyone other than the Engineer will be subject to check weighing as the Engineer directs.

(c) Approaches - Vehicle scale approaches shall be:

- At each end of the scale platform;
- Straight and in line with the platform; and
- Long enough to accommodate combination vehicles longer than the scale platform so that they are level and allow release of brakes before weighing.

(d) Inspections - Contractor shall have all scales certified, that is inspected and their accuracy tested, by the Oregon Department of Agriculture, an analogous regulatory body for scales located outside the State, or a scale service company, as follows:

- Before use if installed at a new site;
- 60 Calendar Days after initial inspection;
 - As otherwise required by the Oregon Department of Agriculture, or an analogous regulatory body for scales located outside the State; and
- When the Engineer directs additional inspections.

No Materials weighed on scales without current certifications according to this Subsection will be accepted. The Contractor shall provide a copy of all required certifications to the Engineer.

Testing by a scale service company within the State of Oregon shall comply with ORS Chapter 618.

If additional inspections directed by the Engineer confirm that the scale accuracy is within the required tolerances, the Agency will pay the cost for inspecting and testing the scales. If the scale accuracy is not within these tolerances, the Contractor shall pay the cost for inspecting and testing the scales.

(e) Inspection Results - If an inspection indicates the scales have been under-weighing (indicating less than the true weight), the Agency will make no additional payment to the Contractor for Materials previously weighed.

If an inspection indicates the scales have been over-weighing (indicating more than the true weight), the weights will be reduced for Materials received after the time the Engineer determines the overweighing began or, if that is not possible, after the last acceptable certification of the scales. The reduction will be the amount of error in excess of the 0.2% maintenance tolerance allowed in the Contract.

(f) Contractor-Provided Weigh Technician - The Contractor shall provide a technician to operate Contractor-provided vehicle weigh scales. The Agency may observe procedures and require check weighing according to the following:

(1) Scale with Automatic Printer - If the scales have an automatic weigh memo printer that does not require manual entry of gross weight information, the Agency may periodically have a representative at the scales to observe the weighing procedures. In addition, the Engineer may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

If a different scale is not available within a 30-mile round trip from the regular haul route, the Agency will allow check weighing on an approved alternate basis. Check weights within 0.4% of the Contractor-provided weight are acceptable.

The Engineer will resolve discrepancies found by check weighing. Agency employee costs will be paid by the Agency. The Contractor shall pay all other costs resulting from the check weighings, including, without limitation, the use of other scales.

When 2,000 tons or less of all types of Materials are received from a scale, check weighing will be at the discretion of the Engineer.

The Contractor shall make at least one check weighing on projects where more than 2,000 Tons of all types of Materials are received from a scale. If more than 50 Tons per Day of all types of Materials are received from a scale, the Contractor shall make random check weighings at least once every ten Days on which more than 50 Tons is received or at each interval that 10,000 Tons has been weighed, whichever occurs first, or as directed by the Engineer. The check weighing frequency does not apply to total quantities less than 2,000 Tons of all types of Materials from a scale. The Contractor shall provide the Engineer with the results of the check weighing.

(2) Scale Without Automatic Printer - If the scales require manual entry of gross weight information, the Agency may periodically have a representative weigh witness at the scales to observe the weighing procedures. The Contractor shall inform the Engineer of his intent to use a scale without an automatic printer at least 3 working days before weighing begins or before the Contractor changes to a scale that does not have an automatic printer. The Contractor shall pay costs for the weigh witness. The hourly cost of the weigh witness will be as stated in the Special Provisions. In addition, the Engineer may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

If a different scale is not available within a 30-mile round trip from the regular haul route, the Agency will allow check weighing on an approved alternate basis. Check weights within 0.4% of the Contractor-provided weight are acceptable.

The Engineer will resolve discrepancies found by check weighing. Agency employee costs for check weighings will be paid by the Agency. The Contractor shall pay all other costs resulting from the check weighings, including, without limitation, the use of other scales.

If more than 50 tons per Day of all types of Materials are received from a scale, the Contractor shall make random check weighings at least every tenth day on which more than 50 tons is received or at each interval that 10,000 tons has been weighed, whichever occurs first, or as directed by the Engineer. The Contractor shall make at least one check weighing on all projects where materials are received from a scale without an automatic printer. The Contractor shall provide the Engineer with the results of the check weighing.

(3) Duties of Weigh Technician - The Contractor's weigh technician shall:

- Determine twice a Day, or as otherwise directed by the Engineer, the empty haul weights (tare weights) of hauling vehicles, unless vehicles are tared before each load;
- Furnish daily a listing of the tare weights if 10 or more loads are hauled during that Day;
- Furnish a note listing the net weight for each consecutive ten loads with the following load;

- Furnish a daily listing of the net weights and total weight for each type of Material hauled during that Day; and
- Furnish a legible, serially numbered weigh memo for each load of Materials to the Agency's Materials receiver at the point of delivery, or as directed by the Engineer. The memo shall identify the Project, the Materials, the date, net weight (gross and tare as appropriate), and identification of the vehicle and weigh technician.

(g) No Agency-Provided Weigh Technician - The Contractor must provide a weigh technician. The Agency will not provide one for the Contractor.

00190.30 Plant Scales - The Contractor, with the Engineer's written approval, may weigh plant-mixed Materials on scales that have either:

- An automatic weight batching and mixing control printer system; or
- A weigh hopper printer system.

Any additional costs resulting from the use of these scales shall be borne by the Contractor. Check weighing will be done according to 00190.20(f).

Except for 00190.20(c) regarding approaches, the Contractor's use of plant scales shall comply with all provisions of 00190.20.

The Engineer's approval for the Contractor's use of plant scales to determine pay weights will be rescinded if check weighing or scale inspections indicate the scales do not consistently determine weights within the tolerances allowed by state law.

Section 00195 - Payment

Description

00195.00 Scope and Limit:

(a) General - The Agency will pay only for measured Pay Item quantities incorporated into the Work or performed according to the terms of the Contract. The Contractor understands and agrees that Pay Item quantities listed in the Schedule of Items do not govern payment.

Payment constitutes full compensation to the Contractor for furnishing all Materials, Equipment, labor, and Incidentals necessary to complete the Work; and for risk, loss, damage, and expense arising from the nature or prosecution of the Work or from the action of the elements, subject to the provisions of 00170.80. The Contractor shall include the costs of bonds and insurance for the Project in the unit price for each Pay Item of Work to be performed.

(b) Essential or Incidental Materials or Work - When the Specifications state that the unit price for a Pay Item is compensation for certain Materials or Work essential or Incidental to the Pay Item, the same Materials or Work will not be measured or paid under any other Pay Item.

Provisions and Requirements

00195.10 Payment For Changes in Materials Costs - On certain projects, as identified in the Special Provisions, an escalation/de-escalation clause with respect to certain materials will be in effect during the life of the Contract.

00195.12 Steel Material Price Escalation/De-Escalation Clause - Subsections 00195.12, 00195.12(a), 00195.12(b), 00195.12(c), and 00195.12(d) contain the price escalation/de-escalation clause relating to steel materials (as defined in 00195.12(d)) that is included in this Contract. This exclusive steel material price escalation/de-escalation clause, and the steel escalation/de-escalation program described in 00195.12 through 00195.12(d), are in effect for the life of this Contract regardless of the number of steel material Pay Items, if any, that are included, and whether or not the Contractor elects to participate in the steel escalation/de-escalation program according to 00195.12(d).

(a) Steel Material Price Escalation/De-Escalation Participation - The Contractor may select individual Pay Items to include in the steel escalation/de-escalation program from those Pay Items listed for this Project under 00195.12(d) by following the directions provided in 00195.12(d). The Contractor is not obligated to select any Pay Items. Before or within seven Calendar Days after the date of the preconstruction conference, the Contractor shall submit in writing to the Project Manager the Pay Items selected by the Contractor to be included in the steel escalation/de-escalation program, in the manner required under 00195.12(d). If the Contractor elects to not participate in the steel escalation/de-escalation program for the Project, no response from the Contractor is required. If the Contractor fails to inform the Project Manager of Pay Items to include in the steel escalation/de-escalation program in the manner and within the time limits stated in 00195.12(d) (or the Contractor otherwise elects not to participate in the program), the Contractor thereby elects not to participate in the program and forfeits all present and future rights to participate in the program for this Project.

The Agency reserves all of its rights under the Contract, including, but not limited to, its rights for suspension of the Work under 00180.70 and its rights for termination of the Contract under 00180.90, and this steel material price escalation/de-escalation provision will not limit those rights. Adjustment for fluctuations in the cost of steel material will apply only to the Pay Items individually selected by the Contractor from the Pay Items listed under 00195.12(d), and will be made using the respective steel cost basis (CB) listed.

(b) Monthly Steel Materials Value (MV) and Base Steel Materials Value (BV) - The Monthly Steel Materials Value (MV) will be established by the Agency from the IDWPUSISTEEL1 Bureau of Labor Statistics (BLS), Producer Price Indexes (PPI) using non-seasonally adjusted indexes only. Preliminary numbers may be referenced on the IDWPUSISTEEL1 BLS PPI for 6 months or more before IDWPUSISTEEL1 BLS PPI determines they are final numbers.

The Base Steel Materials Value (BV) for this Project will be the MV published on the ODOT Estimating website (see 00110.05(e)) for the month of the Bid Opening for this Project. The Agency will only publish values on the ODOT Estimating website for use after the IDWPUSISTEEL1 BLS PPI establishes the numbers as final numbers. The final values of MV and BV will be available at the ODOT Estimating website.

The Agency has no control of when the IDWPUSISTEEL1 BLS PPI establishes final values. The Agency steel material price escalation/de-escalation adjustments made under 00195.12 through 00195.12(d) may not be reflected on payments made to the Contractor for up to 2 months after the IDWPUSISTEEL1 BLS PPI applicable values become final. This timing for steel material price escalation/de-escalation adjustments is an agreed term of this Contract and shall not constitute late payment under ORS 279C.570, nor shall the Agency be responsible to pay interest on any such steel material price adjustments.

If the Agency-selected index ceases to be available for any reason, the Agency in its discretion will select and begin using a substitute price source or index to establish the MV each month. The MV will only apply to Pay Items selected by the Contractor and provided in writing to the Project Manager from the Pay Item list contained under, and in the manner and within the time limits required by, 00195.12(d). The Agency does not guarantee that steel material will be available at any stated or implied materials price.

(c) Monthly Steel Materials Price Adjustment - If the Contractor has properly informed the Project Manager of Pay Items to include in the steel escalation/de-escalation program as required by 00195.12(a) and 00195.12(d), a price adjustment evaluation will be made for the Pay Items individually selected. No adjustments will be made using the BV or MV until such time as they are listed as final values by the IDWPUSISTEEL1 BLS PPI. The price adjustment as calculated in this provision for a given Pay Item will use the MV for the month the Work associated with that Pay Item is performed and added to the monthly progress estimate. A price adjustment for that Pay Item will only be made if the MV for the month the Work associated with the Pay Item is performed and added to the monthly progress estimate differs by more than 10% from the BV. A price adjustment will be made, as and when required by 00195.12 through 00195.12(d), only for the Pay Items, if any, that were selected by the Contractor in the manner and within the time limits required under 00195.12(a) and 00195.12(d).

The Monthly Steel Materials Price Adjustment will be determined as follows:

- If the MV is within 10% ± of the BV, there will be no adjustment.
- If the MV is more than 110% of the BV, then:

$$PA = (((MV-BV) \div BV) - 0.10) \times (CB \times PIP)$$
- If the MV is less than 90% of the BV, then:

$$PA = (((MV-BV) \div BV) + 0.10) \times (CB \times PIP)$$

Where:

PA = Price Adjustment, dollars
 MV = Monthly Steel Materials Value from BLS PPI for the month determined above (after becomes final)
 BV = Base Steel Materials Value from month of the Bid Opening (after becomes final)
 PIP = Amount paid for the Pay Item for the month for which the adjustment is made
 CB = Cost Basis for the applicable steel material, in percent (see 00195.12(d))

(d) Steel Materials Pay Item Selection - The Agency has a process using estimated quantities to determine which Pay Items containing steel material qualify for the steel escalation/de-escalation program by meeting a minimum threshold, and are therefore included in the eligible Pay Items listed in the Special Provisions.

For purposes of 00195.12 through 00195.12(d), "steel material" means structural and reinforcing steel, steel studs, sheet piling, guardrail, ductile iron pipe and other steel products used for the construction, reconstruction or major renovation of a road or Highway.

The Contractor may elect to participate in the steel escalation/de-escalation program for this Project by marking the list in the Special Provisions, checking each box next to each Pay Item the Contractor wants included in the program and submitting this information in writing, signed and dated by the Contractor, to the Project Manager before or within 7 Calendar Days after the date of the preconstruction conference. The steel material price escalation/de-escalation clause for price adjustments for fluctuations in the cost of steel material will apply only to the Pay Items selected by the Contractor, from the Pay Item list included in the Special Provisions, and provided in writing to the Project Manager in the manner and within the time limits stated above.

If the Contractor fails to inform the Project Manager of Pay Items to include in the steel escalation/de-escalation program in the manner and within the time limits stated above (or the Contractor otherwise elects not to participate in the program), the Contractor thereby elects not to participate in the program and forfeits all present and future rights to participate in the program for this Contract and this Project.

00195.20 Changes to Plans or Character of Work:

(a) Insignificant Changed Work - If the changes made under 00140.30 do not significantly change the character or unit cost of the Work to be performed under the Contract, the Agency will pay for such Work at the Pay Item price.

If the Work involved in the change is measured on a lump sum basis and its character is not significantly changed, payment for the Changed Work will be determined:

- As described in the applicable Section of the Specifications;
- If not described there, on a theoretical unit price determined by dividing the Contractor's lump sum price by the estimated quantity of the Pay Item listed in the Special Provisions; or
- If neither of the above apply, the Engineer will make an equitable adjustment.

(b) Significant Changed Work - If the changes made under 00140.30 significantly alter the character, unit cost, or lump sum cost of the Work, the Agency will adjust the Contract. Adjustments will exclude any loss of anticipated profits. The parties shall agree upon the basis for payment and the amount of adjustment prior to the Contractor commencing the Changed Work. If the basis and amount cannot be agreed upon, the Engineer will make an equitable adjustment, which may increase or decrease the Contract Amount and Contract Time.

Any such adjustments may be less than, but will not be more than the amount justified by the Engineer on the basis of the established procedures set out in Section 00197 for determining rates. This does not limit the application of Section 00199.

The term "Significant Changed Work" shall apply only to that circumstance in which the character of the Work, as changed, differs materially in kind, nature, or unit cost from that involved or included in the originally proposed construction.

00195.30 Differing Site Conditions - Upon written notification, as required in 00140.40, the Engineer will investigate the identified conditions. If the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required to perform any Work under the Contract, an adjustment in the Contract Amount or Contract Time, excluding loss of anticipated profits, will be made, and the Contract modified accordingly, in writing. The Engineer will notify the Contractor as to whether or not an adjustment of the Contract is warranted.

No Contract adjustment which benefits the Contractor will be allowed unless the Contractor has provided the required written notice. Any such adjustments will be made according to 00195.20.

00195.40 Unreasonable Delay by the Agency - If the Contractor believes that performance of all or any portion of the Work is suspended, delayed, or interrupted for an unreasonable period of time in excess of that originally anticipated or customary in the construction industry, due to acts or omissions of the Agency, or persons acting for the Agency, and that additional compensation, Contract Time, or both, are due the Contractor because of the suspension, delay or interruption, the Contractor shall immediately file a written notice of delay according to 00180.60. The Contractor shall then promptly submit a properly supported request for any additional compensation, Contract Time, or both, according to the applicable provisions in 00180.60 through 00180.80 and Section 00199.

The Engineer will promptly evaluate a properly submitted request for additional compensation. If the Engineer determines that the delay was unreasonable, and that the cost required for the Contractor to perform the Contract has increased as a result of the unreasonable suspension, delay or interruption, the Engineer will make an equitable adjustment, excluding profit, and modify the Contract in writing accordingly. The Engineer will notify the Contractor of the determination and whether an adjustment to the Contract is warranted.

Under this provision, no Contract adjustment will be allowed:

- Unless the Contractor has provided the written notice required by 00180.60;
- For costs incurred more than 10 Calendar Days before the Engineer receives the Contractor's properly submitted written request;
- For any portion of a delay that the Engineer deems to be a reasonable delay, or for which an adjustment is provided for or excluded under other terms of the Contract; or
- To the extent that performance would nevertheless have been suspended, delayed or interrupted by causes other than those described in this Subsection.

00195.50 Progress Payments and Retained Amounts:

(a) Progress Payments - The Agency's payment of progress payments, or determination of satisfactory completion of Pay Items or Work or release of retainage under 00195.50(d), shall not be construed as Final Acceptance or approval of any part of the Work, and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

The estimates upon which progress payments are based are not represented to be accurate estimates. All estimated quantities are subject to correction in the final estimate. If the Contractor uses these estimates as a basis for making payments to Subcontractors, the Contractor assumes all risk and bears any losses that result.

If the estimated amount due the Contractor for any given month is less than \$1,000, the Agency will make no payment for that month unless requested by the Contractor.

(1) Progress Estimates - At a regular period each month to be determined at the Preconstruction Conference, the Contractor will make an estimate of the amount and value of pay item work completed and in place. This estimate shall indicate pertinent County contract and purchase order numbers, be signed and shall be submitted to the Engineer or Project Manager for review and approval. The amount of Work completed will be documented and will be the sum of the estimated number of units completed for unit price Pay Items plus the estimated percentage completed of lump sum Pay Items.

The estimated value of the Work completed will then be determined by using the Contract unit price for unit price Pay Items, and by using one of the following methods to determine the value of the lump sum Pay Items:

- The "theoretical unit price", when the Special Provisions contain an estimated number of units;
- A Contractor-submitted, Engineer-approved Schedule of Values, when there is no theoretical unit price available; or
- Engineer's determination, when there is neither an available theoretical unit price, nor an approved, Contractor-submitted Schedule of Values.

The amounts to be allowed for lump sum Pay Items in progress payments will not exceed the reasonable value of the Work performed, as determined by the Engineer.

Incidentals such as formwork, falsework, shoring, and cribbing shall be included in the unit prices for the various Pay Items requiring their use, unless specified as a separate Pay Item. No payment will be made for Pay Items that include Incidentals until units or

portions of such Pay Item Work are in place and completed. The costs of Incidentals will be paid in proportion to the percentage of Pay Item Work completed.

(2) Value of Materials on Hand - The Contractor will make an estimate of the amount and value of acceptable material to be incorporated in the completed work which has been delivered and stored as given in 00195.60(a) for review and approval.

(3) Value of Work Accomplished - The sum of the values in (1) and (2) above will be collectively referred to in this Subsection as the "value of Work accomplished", subject to (4) below.

(4) Limitations on Value of Work Accomplished - In determining the "value of Work accomplished", the Contractor's reviewed estimate will be based on the unit prices for the various Pay Items. Any amounts not included in progress payments due to substantial mathematical unbalancing of Pay Item prices will be included in the final payment issued according to 00195.90(b).

(5) Reductions to Progress Payments - With each progress payment, the Contractor will receive a Contract payment voucher and summary setting forth the value of Work accomplished reduced by the following:

- Amounts previously paid;
- Amounts deductible or owed to the Agency for any cause specified in the Contract;
- Additional amounts retained to protect the Agency's interests according to Subsection (e) below.

(b) Retainage - The Agency reserves the right in its sole discretion to not withhold retainage from progress payments or to begin withholding retainage at any time. If the Agency withholds retainage from progress payments, the amount to be retained from progress payments will be 5.0% of the value of Work accomplished, and will be retained in one of the forms specified in Subsection (c) below. No retainage will be withheld from Work performed as Force Account Work, escalation/de-escalation, bonuses, or other items decided by the Agency.

As provided in 00170.65(b)(3) in addition to any retainage, a withholding of 25% of amounts earned will be withheld and released according to ORS 279C.845 when the Contractor fails to file the certified statements required in ORS 279C.845, FHWA Form 1273, and 00170.65.

(c) Forms of Retainage - If the Agency withholds retainage, forms of acceptable retainage are specified below in Subsections (1) through (3). Unless the Contractor requests and the Agency accepts a form of retainage under Subsections (2) or (3), the Agency will use the "Cash, Alternate A" in this Subsection. If the Agency incurs additional costs as a result of the Contractor's election to use a form of retainage other than Cash, Alternate A, the Agency may recover such costs from the Contractor by a reduction of the final payment.

(1) Cash, Alternate A - Retainage will be deducted from progress payments and held by the Agency until final payment is made according to 00195.90, unless otherwise specified in the Contract.

Except as otherwise provided, the Agency will deposit the cash retainage withheld in an interest-bearing escrow account as required by ORS 279C.570(2). The Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the Agency may require to protect its interests, including but not limited to a provision that no funds may be paid from the account to anyone without the Agency's advance written authorization. Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment made according to 00195.90, unless otherwise specified in the Contract.

For a contract over \$500,000, if the Contractor requests that the Agency deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Agency will use the "Cash, Alternate A" in this Subsection. For a contract \$500,000 or less, if the Contractor requests that the Agency deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Agency will use an interest-bearing account (in a bank, savings bank, trust company, or savings association) as provided under ORS 279C.560(5).

Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.50(d).

(2) Cash, Alternate B (Retainage Surety Bond) - Upon receipt of an approved retainage surety bond, the Agency will limit the amount of cash retainage withheld to \$10,000, which will be deposited in an interest-bearing escrow account as described in (1) above. The surety bond must be in the bond form provided by the Agency. The bond must be provided by the same Surety that provides the Performance and Payment Bonds.

If the Contractor elects this form of retainage, the Agency will withhold from progress payments up to 5% of the value of the Work accomplished as cash retainage until the retained amount equals \$10,000. After that amount is retained, no further cash retainage will be withheld until the additional required retainage that would have been withheld exceeds the face amount of the retainage surety bond provided. Thereafter, retainage will be withheld from progress payments according to these Specifications. According to 00195.50(b), if at any time the Agency determines that satisfactory progress is not being made on the Work, the Agency may withhold up to 5% of the value of the Work accomplished from subsequent progress payments.

If an acceptable retainage surety bond is provided, the Contractor shall notify all Subcontractors of the existence of the retainage surety bond and shall advise them of their rights under ORS 279C.560(7) and ORS 701.435.

Amounts retained and interest earned will be included in the final payment made according to 00195.90, unless otherwise specified in the Contract.

Any retainage withheld on Work performed by a Subcontractor shall be released to the Contractor according to 00195.50(d).

(3) Bonds, Securities, and Other Instruments - In accordance with ORS 279C.560, unless the Agency finds in writing that accepting a bond, security or other instrument poses an extraordinary risk that is not typically associated with the bond, security or other instrument, the Agency will approve the Contractor's written request to deposit bonds, securities or other instruments with the Agency or in a custodial account or other account satisfactory to the Agency with an approved bank or trust company, to be held instead of cash retainage for the benefit of the Agency. In such event, the Agency will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments shall accrue to the Contractor.

Bonds, securities and other instruments deposited instead of cash retainage shall be assigned to or made payable to the Agency and shall be of a kind approved by the Director of the Oregon Department of Administrative Services, including, but not limited to:

- Bills, certificates, notes or bonds of the United States;
- Other obligations of the United States or agencies of the United States;
- Obligations of a corporation wholly owned by the federal government;
- Indebtedness of the Federal National Mortgage Association;
- General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon;
- Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Agency may require to protect its interests. When the Engineer determines that all requirements for the protection of the Agency's interest have been fulfilled, the bonds and securities deposited instead of cash retainage will be released to the Contractor.

(d) Release of Retainage - As the Work progresses, release of the amounts to be retained under (b) of this Subsection will only be considered for Pay Items that have been satisfactorily completed. For purposes of this Subsection, a Pay Item will be considered satisfactorily completed only if all of the Work for the Pay Item is complete and all contractual requirements pertaining to the Pay Item and Work have been satisfied. Work not included in a Pay Item, or which constitutes part of an uncompleted Pay Item, will not be regarded as satisfactorily completed Work for the purposes of this Subsection.

When the Work is 50% completed and upon written application of the Contractor and written approval of the Surety, the Engineer or Project Manager may reduce or eliminate retainage on remaining progress payments if the Work is progressing satisfactorily. If retainage has been reduced or eliminated, the Agency reserves the right to protect its interests by retaining amounts from further progress payments at the rates provided in 00195.50(b).

A determination of satisfactory completion of Pay Items or Work or release of retainage shall not be construed as acceptance or approval of the Work and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

The Contractor shall comply with all applicable legal requirements for withholding and releasing retainage and for prompt payments, including but not limited to those in ORS Chapters 279C and 701, and 49 CFR 26.29.

(e) Withholding Payments - The Engineer may withhold such amounts from progress payments or final payment as may reasonably protect the Agency's interests until the Contractor has:

- Complied with all orders and directives issued by the Engineer under or pursuant to the Contract;
- Corrected or cured its failure to comply with the Contract;
- Satisfied all legal actions filed against the Agency, the Agency's governing body and its members, and Agency employees that the Contractor is obliged to defend. (See 00170.72.)

Notwithstanding ORS 279C.555 or ORS 279C.570 or 00195.50(d), if a Contractor is required to file statements on the prevailing rate of wages, but fails to do so, the Agency will withhold 25% of any amount earned as required in 00170.65.

(f) Prompt Payment Policy - Payments shall be made promptly according to ORS 279C.570, ORS 279C.580 and other applicable legal requirements.

00195.60 Advance Allowance for Materials on Hand:

(a) General - If the total value of Materials on hand is at least \$1,000, or the total value of a single class of Materials on hand is at least \$500, the Engineer may authorize an advance allowance for the Materials in the progress payments. The Agency will not make advance allowances on the Materials unless the following three conditions are satisfied:

(1) Request for Advance Allowance - If Materials on hand meet the requirement of (2) below, an advance allowance will be made if:

- A written request for advance allowance for Materials on hand has been received by the Engineer at least 5 Calendar Days before the pay period cutoff date; and
- The request is accompanied by written consent of the Contractor's Surety, if required by the Agency.

(2) Stored or Stockpiled Conditions - The Materials shall have been delivered and/or acceptably stored or stockpiled according to the Specifications and as follows:

- At the Project Site;
- On Agency-owned property;
- On property in the State of Oregon on which the property owner has authorized storage in writing. The written authorization must allow the Agency to enter upon the property and remove Materials for at least 6 months after completion of the Project. The Contractor shall furnish a copy of the written permission to the Agency; or
- On property outside the State of Oregon on which the property owner has authorized storage in writing, provided that such storage location is allowed by the Special Provisions or authorized in writing by the Engineer. The permit must allow the Agency to enter upon the property and remove Materials for at least 6 months after completion of the Project. The Contractor shall furnish a copy of the written permission to the Agency.

To be eligible for advance allowance, the Materials shall:

- Meet Specification requirements;
- Have the required Materials conformance and quality compliance documents on file with the Engineer (see Section 00165);
- Be in a form ready for incorporation into the permanent Work; and
- Be clearly marked and identified as being specifically fabricated, or produced, and reserved for use on the Project.

(3) Responsibility for Protection - The Contractor has full control and responsibility for the protection of Materials on hand from the elements and against damage, loss, theft, or other impairment until the entire Project has been completed and accepted by the Agency.

If Materials are damaged, lost, stolen, or otherwise impaired while stored, the monetary value advanced for them, if any, will be deducted from the next progress payment.

If these conditions in 00195.60(a)(1) through 00195.60(a)(3) have been satisfied, the amount of advance allowance, less the retainage described in 00195.50, will be determined by one of the following methods as elected by the Engineer:

- Net cost to the Contractor of the Materials, f.o.b. the Project Site or other approved site; or
- Price (or portion of it attributable to the Materials), less the cost of incorporating the Materials into the Project, as estimated by the Engineer.

(b) Proof of Payment - The Contractor shall provide the Engineer with proof of payment to the materials Suppliers for purchased Materials within 30 Calendar Days of the date of the progress payment that includes the advance allowance.

If proof of payment is not provided, sums advanced will be deducted from future progress payments, and the Engineer will not approve further prepayment advance allowance requests.

(c) Terminated Contract - If the Contract is terminated, the Contractor shall provide the Agency immediate possession of all Materials for which advance allowances have been received, as provided above. If, for any reason, immediate possession of the Materials cannot be provided, the Contractor shall immediately refund to the Agency the total amount advanced for the Materials. The Agency may deduct any amount not so refunded from final payment.

00195.70 Payment under Terminated Contract - Payment for Work performed under a Contract that is terminated according to the provisions of 00180.90 will be determined under (a) or (b) of this Subsection.

(a) Termination for Default - Upon termination of the Contract for the Contractor's default, the Agency will make no further payment until the Project has been completed. The Agency will make progress payments to the party to whom the Contract is assigned, but may withhold an amount sufficient to cover anticipated Agency costs, as determined by the Engineer, to complete the Project.

Upon completion of the Project, the Engineer will determine the total amount that the defaulting Contractor would have been entitled to receive for the Work, under the terms of the Contract, had the Contractor completed the Work (the "cost of the completed Work").

If the cost of the completed Work, less the sum of all amounts previously paid to the Contractor, exceeds the expense incurred by the Agency in completing the Work, including, without limitation, expense for additional managerial and administrative services, the Agency will pay the excess to the Contractor, subject to the consent of the Contractor's Surety.

If the expense incurred by the Agency in completing the Work exceeds the Contract Amount, the Contractor or the Contractor's Surety shall pay to the Agency the amount of the excess expense.

The Engineer will determine the expense incurred by the Agency and the total amount of Agency damage resulting from the Contractor's default. That determination will be final as provided in 00150.00.

If a termination for default is determined by a court of competent jurisdiction to be unjustified, it shall be deemed a termination for public convenience, and payment to the Contractor will be made as provided in Subsection (b) below.

(b) Termination for Public Convenience:

(1) General - Full or partial termination of the Contract shall not relieve the Contractor of responsibility for completed or performed Work, or relieve the Contractor's Surety of the obligation for any just claims arising from the completed or performed Work.

(2) Mobilization - If mobilization is not a separate Pay Item, and payment is not otherwise provided for under the Contract, the Agency may pay the Contractor for mobilization expenses, including moving Equipment to and from the Project Site. If allowed, payment of mobilization expenses will be based on cost documentation submitted by the Contractor to the Engineer.

(3) All Other Work - The Agency will pay the Contractor at the unit price for the number of Pay Item units of completed, accepted Work. For units of Pay Items partially completed, payment will be as mutually agreed, or, if not agreed, as the Engineer determines to be fair and equitable. No claim for loss of anticipated profits will be allowed. The Agency will purchase Materials left on hand according to 00195.80.

00195.80 Allowance for Materials Left on Hand:

(a) Purchase of Unused Materials - If Materials are delivered to the Project Site, or otherwise acceptably stored at the order of the Engineer, but not incorporated into the Work due to complete or partial elimination of Pay Items, changes in Plans, or termination of the Contract for public convenience according to 00180.90, and it is not commercially feasible for the Contractor to return them for credit or otherwise dispose of them on the open market; the Agency will purchase them according to the formula and conditions specified in Subsection (b) below.

(b) Purchase Formula and Conditions:

(1) Formula - The Agency will apply the following formula in determining the Contractor's allowance for Materials left on hand:

Contractor's Actual Cost, plus 5% Overhead Allowance, minus Advance Allowances under 00195.60, but no markup or profit.

(2) Conditions - The Agency will not purchase the Contractor's Materials left on hand unless the Contractor satisfies the following conditions:

- Requests the Agency's purchase of unused Materials;
- Shows acquisition of the Materials according to 00160.10;
- Shows that the Materials were acquired prior to the Agency change or termination;
- Shows that the Materials meet Specifications; and
- Provides receipts, bills and other records of actual cost of Materials delivered to the designated delivery points.

00195.90 Final Payment:

(a) Final Estimate - As soon as practicable after Final Inspection of the Project, as provided in 00150.90, the Engineer will prepare a final estimate of the quantities of the Pay Items completed. With this estimate of quantities as a base, the total amount due the Contractor will be determined according to the terms of the Contract, including, without limitation, any amounts due for Extra Work performed.

(b) Final Payment - The amount of final payment will be the difference between the total amount due the Contractor and the sum of all payments previously made. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

After computation of the final amount due, and after Final Acceptance of the Project, final payment will be mailed to the Contractor's last known address as shown in the records of the Agency.

Beginning 30 Calendar Days after the date of Third Notification, interest will begin to accrue at the rate established by ORS 279C.570 on any money due and payable to the Contractor as final payment, determined as described above. No interest will be paid on money withheld due to outstanding amounts owed by the Contractor under the provisions of 00170.10.

(c) No Waiver of Right to Make Adjustment - The fact that the Agency has made any measurement, estimate, determination or certification either before or after completion of the Project, Final Acceptance, Agency assumption of possession of the Project Site, determination of satisfactory completion of Pay Items or Work or release of retainage under 00195.50(d) or payment for any part of the Work, shall not prevent either party from:

- Showing the true amount and character of the Work;
- Showing that any measurement, estimate, determination or certification is incorrect;
- Recovering from the other party damages that may have been suffered because the other party failed to comply with the Contract.

00195.95 Error in Final Quantities and Amounts:

(a) Request for Correction of Compensation - If the Contractor believes the quantities and amounts detailed in the final Contract payment voucher, prepared by the Engineer according to 00195.90, to be incorrect, the Contractor shall submit an itemized statement to the Engineer detailing all proposed corrections.

This statement must be submitted to the Engineer within 90 Calendar Days from the date the voucher was mailed to the Contractor, according to 00195.90(b). Any request for compensation not submitted and supported by an itemized statement within the 90 Calendar Day period will not be paid by the Agency. This does not limit the application of Section 00199.

(b) Acceptance or Rejection of Request:

(1) Consideration of Request - The Engineer will consider and investigate the Contractor's request for correction of compensation submitted according to 00195.95(a), and will promptly advise the Contractor of acceptance or rejection of the request in full or in part.

(2) Acceptance of Request - If the Engineer accepts the Contractor's request(s) in full or in part, the Engineer will prepare a post-final Contract payment voucher, including all accepted corrections, and will forward it to the Contractor.

(3) Rejection of Request - If the Engineer rejects the request(s) in full, the Engineer will issue a written notice of rejection and mail it to the Contractor.

(4) Contractor Objection to Revised Voucher or Notice of Rejection - If the Contractor disagrees with the revised voucher or notice of rejection, the Contractor may request review according to the procedure specified in 00199.40. If the Contractor fails to submit a request for 00199.40 review within 30 Calendar Days after the Engineer mails a post-final Contract payment voucher or notice of rejection, the Contractor waives all rights to a claim based on errors in quantities and amounts.

If the Engineer rejects the Contractor's request on the basis that the issue was not one that qualified for treatment under this Section, no review according to 00199.40 will be allowed.

Section 00196 - Payment for Extra Work

Description

00196.00 General - Only work not included in the Contract as awarded but deemed by the Engineer or Project Manager to be necessary to complete the Project (see 00140.60) will be paid as Extra Work. Regardless of alterations and changes, any item of Work provided for in the Contract will not constitute Extra Work. Payment for alterations and changes to Work will be made according to 00195.20.

Compensation for Extra Work will be paid only for Work authorized in writing by the Engineer or Project Manager and performed as specified. Work performed before issuance of the Engineer's written authorization shall be at the Contractor's risk. Extra Work will be paid as determined by the Engineer, according to 00196.10 and 00196.20.

Provisions and Requirements

00196.10 Negotiated Price - If the Engineer or Project Manager can reasonably determine a price estimate for Extra Work, the Engineer may then give written authorization to the Contractor to begin the Extra Work. As soon as practicable, but within 10 Calendar Days after that authorization, the Contractor shall respond in writing to the Engineer's Extra Work price estimate by submitting to the Engineer an Extra Work price quote. The price quote shall detail the following items related to the Extra Work:

- Types and amounts of Materials
- Hours of Equipment use and hours of labor
- Travel
- Overhead and profit
- Other costs associated with the proposed Extra Work

Pending approval of the price quote, the Engineer will maintain force account records of the Extra Work. As soon as practicable, but within 10 Calendar Days of receipt of a properly supported price quote, the Engineer will review the price quote and advise the Contractor if it is accepted or rejected. The Engineer will not accept a price quote that cannot be justified on a Force Account basis. If the Contractor's price is accepted, the Engineer will issue a Change Order, and the Extra Work will be paid at the accepted price.

00196.20 Force Account - If the Engineer and the Contractor cannot agree on a price for the Extra Work, the Engineer may issue a Force Account Work order requiring the Extra Work to be paid as Force Account Work. Force Account Work records and payment will be made according to Section 00197.

Section 00197 - Payment for Force Account Work

Force Account Work

00197.00 Scope - The Materials, Equipment and labor rates and procedures established in this Section apply to Extra Work ordered by the Engineer to be performed as Force Account Work. With the exceptions identified in 00197.01(b), these rates and procedures also apply to other Work when according to other Sections this Section 00197 applies, including, without limitation, the following:

- 00140.70 - Cost Reduction Proposals
- 00195.20 - Changes to Plans or Character of Work
- 00195.30 - Differing Site Conditions
- 00199.30(b) - Claims Requirements

00197.01 General:

(a) Extra Work on a Force Account Basis - Before ordering Force Account Work, the Engineer will discuss the proposed work with the Contractor, and will seek the Contractor's comments and advice concerning the formulation of Force Account Work specifications. The Engineer is not bound by the Contractor's comments and advice, and has final authority to:

- Determine and direct the Materials, Equipment and labor to be used on the approved Force Account Work; and
- Determine the time of the Contractor's performance of the ordered Force Account Work.

If the Engineer orders the performance of Extra Work as Force Account Work, the Engineer will record, on a daily basis, the Materials, Equipment, labor, and Special Services used for the Force Account Work during that day. The Engineer and the Contractor shall sign the record daily to indicate agreement on the Materials, Equipment, labor, and Special Services used for the Force Account Work performed on that day.

The following shall be reflected on the daily record:

- Materials used in the Force Account Work as directed by the Engineer, except those furnished and paid under rental rates for use of Equipment;
- Equipment that the Engineer considers necessary to perform the Force Account Work. Equipment hours will be recorded to the nearest quarter hour;
- Labor costs, including that of Equipment operators and supervisors in direct charge of the specific operations while engaged in the Force Account Work;
- Special Services; and
- The Engineer's and Contractor's signatures confirming its accuracy.

(b) Other Work - When according to other Sections this Section 00197 applies, the following exceptions apply to the Work under those other Sections, except for Extra Work ordered by the Engineer to be performed as Force Account Work.

- 00197.01(a) does not apply.
- Cost Efficiency - The Agency will not be responsible for additional costs that are a direct or indirect result of the Contractor's inefficient means and methods or that reasonably could have been avoided if the Materials, Equipment, labor or services had been obtained at a more commercially reasonable cost.
- Standby Time - Equipment that is necessary for the Work but is not being operated to progress the Work will be considered to be on standby and will be limited to the standby rates and hour limitations in 00197.20(e). Equipment costs will be limited to a combination of operating time and standby time of not more than 8 hours in a 24 hour period or 40 hours in a 1 week period. The Equipment must be onsite and available for use to be eligible for standby time.

For a period of 7 or fewer Calendar Days: If a continuous period of standby time for a piece of Equipment does not exceed 7 Calendar Days, the accumulated standby cost for that continuous period of standby time shall be limited to the standby rates and hour limitations in 00197.20(e).

For a period of more than 7 Calendar Days: Unless the Engineer has otherwise agreed in advance in writing, if a continuous period of standby time for a piece of Equipment exceeds 7 Calendar Days, the accumulated standby cost shall be limited to:

- For the first 7 Calendar Days, the standby rates and hour limitations in 00197.20(e), and
- For the portion of the continuous period of standby time after the first 7 Calendar Days, the lesser of:
 - The standby rates and hour limitations in 00197.20(e); or
 - The cost for moving that piece of Equipment to and from the Project Site according to 00197.20(d).

00197.10 Materials:

(a) General - The Contractor will be paid for Materials actually used in the Force Account Work as directed by the Engineer, except for those furnished and paid for under rental rates included with the use of Equipment. Payments will be at actual cost, including transportation costs to the specified location, from the supplier to the purchaser, whether the purchaser is the Contractor, a Subcontractor, or other forces. All costs are subject to the provisions of this Subsection.

(b) Trade Discount - If a commercial trade discount is offered or available to the purchaser, it shall be credited to the Agency, even though the discount may not have actually been taken. The Agency will not take any discounts for prompt or early payment, whether or not offered or taken.

(c) Not Directly Purchased From Supplier - If Materials cannot be obtained by direct purchase from and direct billing by the supplier, the cost shall be considered to be the price billed to the purchaser less commercial trade discounts, as determined by the Engineer, but not more than the purchaser paid for the Materials. No markup other than actual handling costs will be permitted.

(d) Purchaser-Owned Source - If Materials are obtained from a supply or source wholly or partly owned by the purchaser, the cost shall not exceed the price paid by the purchaser for similar Materials furnished from that source on Pay Items, or the current wholesale price for the Materials delivered to the Project Site, whichever is lower.

00197.20 Equipment:

(a) General - Equipment approved by the Engineer to perform the Force Account Work will be eligible for payment at the established rates only during the hours it is operated or on standby if so ordered by the Engineer. Equipment hours will be recorded on the daily record to the nearest quarter hour.

Except as modified by these provisions, Equipment use approved by the Engineer will be paid at the rental rates given in the most current edition of the EquipmentWatch Cost Recovery (Blue Book) published by EquipmentWatch, a division of Penton Business Media, Inc., and available from EquipmentWatch (phone 1-800-669-3282) (see 00110.05(e) for website).

(b) Equipment Description - On the billing form for Equipment costs, the Contractor shall submit to the Engineer sufficient information for each piece of Equipment and its attachments to enable the Engineer to determine the proper rental rate from the Blue Book.

(c) Rental Rates (without Operator):

(1) Rental Rate Formula - Rental rates for Equipment will be paid on an hourly basis for Equipment and for attachments according to the following formula:

$$\text{Hourly Rate} = \frac{\text{Monthly Base Rate} \times \text{Rate Adjustment Factor}}{176 \text{ hours/month}} + \text{Hourly Operating Rate}$$

Some attachments are considered "standard Equipment" and are already included in the monthly base rate for the Equipment. That information can be obtained from EquipmentWatch.

(2) Monthly Base Rate - The monthly base rate used above for the machinery and for attachments represents the major costs of Equipment ownership, such as depreciation, interest, taxes, insurance, storage, and major repairs.

(3) Rate Adjustment Factor - The rate adjustment factor used above will be determined by applying only the Model Year Adjustment to the Blue Book Rates. The Regional and User Defined Ownership/Operating Adjustments shall not apply.

(4) Hourly Operating Rate - The hourly operating rate used above for the machinery and for attachments represents the major costs of Equipment operations, such as fuel and oil, lubrications, field repairs, tires or ground engaging components, and expendable parts.

(5) Limitations - If multiple attachments are included with the rental Equipment, and are not considered "standard Equipment", only the attachment having the higher rental rate will be eligible for payment, provided the attachment has been approved by the Engineer as necessary to the Force Account Work.

Rental will not be allowed for small tools that have a daily rental rate of less than \$5, or for unlisted Equipment that has a fair market value of \$400 or less.

The above rates apply to approved Equipment in good working condition. Equipment not in good working condition, or larger than required to efficiently perform the work, may be rejected by the Engineer or accepted and paid for at reduced rates.

(d) Moving Equipment - If it is necessary to transport Equipment located beyond the Project Site exclusively for Force Account Work, the actual cost to transport the Equipment to, and return it from, its On-Site Work location will be allowed as an additional item of expense. However, the return cost will not exceed the original delivery cost. These costs will not be allowed for Equipment that is brought to the Project Site for Force Account Work if the Equipment is also used on Pay Item or related Work.

If transportation of such Equipment is by common carrier, payment will be made in the amount paid for the freight. No markups will be allowed on common carrier transportation costs. If the Equipment is hauled with the Contractor's own forces, transportation costs will include the rental rate of the hauling unit and the hauling unit operator's wage. If Equipment is transferred under its own power, the rental rate allowed for transportation time will be 75% of the appropriate hourly rate for the Equipment, without attachments, plus the Equipment operator's wage.

(e) Standby Time - If ordered by the Engineer, standby time will be paid at 40% of the hourly rental rate calculated according to this Subsection, excluding the hourly operating rate. Rates for standby time that are calculated at less than \$1 per hour will not be paid. Payment will be limited to not more than 8 hours in a 24-hour period or 40 hours in a 1 week period.

(f) Blue Book Omissions - If a rental rate has not been established in the Blue Book, the Contractor may:

- If approved by the Engineer, use the rate of the most similar model found in the Blue Book, considering such characteristics as manufacturer, capacity, horsepower, age and fuel type;
- Request EquipmentWatch to furnish a written response for a rental rate on the Equipment, which shall be presented to the Engineer for approval; or
- Request that the Engineer establish a rental rate.

(g) Outside Rental Equipment - If Contractor-owned or Subcontractor-owned Equipment is not available, and Equipment is rented from outside sources, payment will be based on the actual paid invoice.

If the invoice specifies that rental rate does not include fuel, lubricants, field repairs, and servicing, an amount equal to the Blue Book hourly operating cost may be added for those items that were excluded.

The Agency may reduce the payment when the invoice amount plus allowance is higher than the amount authorized under (c) through (f) of this Subsection.

The provisions of 00180.20(c) apply to owner-operated Equipment.

00197.30 Labor - The Contractor will be paid for all labor engaged directly on Force Account Work, including Equipment operators and supervisors in direct charge of the specific force account operations, as follows:

(a) Wages - The actual wages paid to laborers and supervisors, if those wages are paid at rates not more than those for comparable labor currently employed on the Project, or at the recognized, current, prevailing rates in the locality of the Project.

(b) Required Contributions - The actual cost of industrial accident insurance, unemployment compensation contributions, payroll transit district taxes, and social security for old age assistance contributions incurred or required under statutory law and these Specifications. The actual cost of industrial accident insurance is the National Council on Compensation Insurance (NCCI) rate for the assigned risk pool for the appropriate work class multiplied by the experience modification factor for the Contractor.

(c) Required Benefits - The actual amount paid to, or on behalf of, workers as per diem and travel allowances, health and welfare benefits, pension fund benefits, or other benefits when such other benefits are required by a collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the Project.

00197.40 Invoices for Special Services - Invoices for Special Services that reflect current market pricing may be accepted without complete itemization of Materials, Equipment, and labor costs, if the itemization is impractical or not customary. The invoice for Special Services shall show credit for commercial trade discounts offered or available.

No percentage markup will be allowed other than that specified in 00197.80.

00197.80 Percentage Allowances - To the Contractor's actual costs incurred, as limited in this Section 00197, amounts equal to a percentage markup of such costs will be allowed and paid to the Contractor as follows:

Subsection	Percent
00197.10 Materials	17
00197.20 Equipment	17
00197.30 Labor	22
00197.40 Special Services	17

When a Subcontractor performs ordered Force Account Work, the Contractor will be allowed a supplemental markup of 8% on each Force Account Work order.

These allowances made to the Contractor will constitute complete compensation for overhead, general and administrative expense, profit, and all other Force Account Work costs that were incurred by the Contractor, or by other forces that the Contractor furnished. No other reimbursement, compensation, or payment will be made.

00197.90 Billings - Billings for Force Account Work by the Contractor shall be submitted for the Engineer's approval on forms provided by the Agency or approved by the Engineer. Billings for Materials (other than Incidental items out of the inventory of the Contractor or

Subcontractors), rental Equipment from sources other than the Contractor or Subcontractors, and Special Services, shall be accompanied by copies of invoices for the goods and services. The invoices shall be fully itemized showing dates, quantities, unit prices, and complete descriptions of goods and services provided. Invoices for amounts of \$10 or less per invoice are not required, unless requested by the Engineer.

Costs included on the billings shall comply with 00197.01(a) and 00197.10 through 00197.40.

When a billing for Force Account Work has been paid at the Project level, no further corrections will be made because of further review if those corrections amount to less than \$10.

Section 00199 - Disagreements, Protests, and Claims

Description

00199.00 General - This Section details the process through which the parties agree to resolve any disagreement concerning additional compensation or concerning a combination of additional compensation and Contract Time. (See 00180.80 for disagreements and claims concerning additional Contract Time only, and 00195.95 for disagreements and claims concerning correction of final compensation.) The Agency will not consider direct disagreements, protests, or claims from Subcontractors, Suppliers, or any other Entity not a party to the Contract.

Provisions and Requirements

00199.10 Procedure for Resolving Disagreements - When disagreements occur concerning additional compensation or a combination of additional compensation and Contract Time, the Contractor shall first pursue resolution through the Engineer of all issues in the dispute, including, without limitation, the items to be included in the written notice in 00199.20. If the discussion fails to provide satisfactory resolution of the disagreement, the Contractor shall follow the protest procedures outlined in 00199.20. If the Engineer denies all or part of the Contractor's protest, and the Contractor desires to further pursue the issues, the Contractor shall submit a claim for processing according to 00199.30.

00199.15 Inappropriate Protest or Claim - It shall be presumed that the Contractor submits a protest or claim for additional compensation in good faith, based upon facts which reasonably support the Contractor's position and with full knowledge and understanding of the injury done to the Agency when notice of differing Project Site conditions or claims for additional compensation are not submitted in a timely manner as required under the Contract. Accordingly, the submission of a protest or claim without the concurrent submission of evidence that reasonably supports the protest or claim, or the submission of a protest or claim in an untimely manner will constitute a waiver of the protest or claim.

00199.20 Protest Procedure - If the Contractor disagrees with anything required in a Change Order or other written or oral order from the Engineer, including any direction, instruction, interpretation, or determination, or if the Contractor asserts a disagreement or dispute on any other basis, except 0195.95, that, in the Contractor's opinion, entitles or would entitle the Contractor to additional compensation or a combination of compensation and Contract Time, the Contractor shall do all of the following in order to pursue a protest and preserve its claim:

(a) Oral Notice - Give oral notice of protest to the Engineer and outline the areas of disagreement before starting or continuing the protested Work.

(b) Written Confirmation of Oral Notice – Not later than the end of the next business day following the day that oral notice of protest is given, deliver written documentation to the Engineer of the oral notice that includes the notice of protest and the areas of disagreement.

(c) Written Notice - File a proper written notice of protest with the Engineer within 7 Calendar Days after receiving the protested order. In the notice the Contractor shall:

- Describe the acts or omissions of the Agency or its agents that allegedly caused or may cause damage to the Contractor or to the Project, citing specific facts, persons, dates and Work involved;
- Describe the Contractor's proposed alternative to the Work ordered, if any, which will avoid damage to Contractor or to the Project;
- Describe the nature of the damages;
- Cite the specific Contract provision(s), if any, that support the protest;
- Include the estimated dollar cost, if any, of the protested Work, and furnish a list of estimated Materials, Equipment and labor for which the Contractor might request additional compensation; and
- If additional compensation is estimated to be due, include the estimated amount of additional time required, if any.

FAILURE TO COMPLY WITH THIS NOTICE REQUIREMENT RENDERS THE NOTICE IMPROPER AND SHALL CONSTITUTE A WAIVER OF ANY CLAIM FOR ADDITIONAL COMPENSATION OR A COMBINATION OF ADDITIONAL COMPENSATION AND CONTRACT TIME FOR ANY PART OF THE PROTESTED WORK.

(d) Engineer's Record and Response – The Engineer will file a copy of each written notice of protest in the Project records and will issue a written response to the protest within fourteen (14) business days of receipt of a

timely filed written notice of protest. The Engineer has no responsibility to evaluate the protest unless the Contractor has timely filed a proper notice submitting all of the above information.

(e) Final Documentation of Claim - Within 45 Calendar Days following completion of the protested work, Contractor shall provide the Engineer with complete documentation of protested work, listing exact materials, equipment and labor used for the work and the dollar amount requested for each. If the claim is accepted, no additional compensation will be awarded based on documentation submitted after this deadline. If the claim is denied or if the Contractor is not satisfied with the decision by the Engineer, the amount claimed by the Contractor in any subsequent Step or proceeding may not exceed the dollar amount requested under this subsection.

(f) Records – Contractor must keep complete records of all costs and time incurred throughout the protested Work, and allow the Engineer access to those and other supporting records. Provide daily records of protested Work, on a weekly basis, on a schedule to be set by agreement with the Engineer.

(g) Comparison of Records - Provide the Engineer adequate facilities for keeping cost and time records of the protested Work. The Contractor and the Engineer will compare records and either bring them into agreement at the end of each day, or record and attempt to explain any differences.

(h) Work to Proceed - In spite of any protest, proceed promptly with the Work ordered by the Engineer.

(i) Evaluation of Protest - The Engineer has no responsibility for evaluating a protest that is not timely filed, or for which adequate supporting documentation has not been made available to the Engineer. Provided the procedures above are followed, the Engineer will promptly evaluate all protests, after the Contractor has fully complied with the requirements described in 00199.20(c), Written Notice. If the protest is denied, the Engineer will notify the Contractor in writing of the reasons for full or partial denial. If a protest is found to be valid, the Engineer will, within a reasonable time, make an equitable adjustment of the Contract. Adjustment of time will be evaluated according to 00180.80.

The Engineer has no responsibility for evaluating and may reject a protest that does not comply with 00199.20(b). If the protest is rejected, the Engineer will notify the Contractor in writing of the reasons for rejection.

(j) Protest Evaluation by Third Party Neutral - If the Engineer agrees that the Contractor has fully complied with the requirements described in 00199.20(b), and if the Engineer fully or partially denies, in writing, the Contractor's protest according to 00199.20(f), the Contractor may request that a mutually selected Third Party Neutral review the protest. Procedures for selecting, using, and paying for the cost of the Third Party Neutral will be specified by Change Order.

If the Contractor does not accept the Engineer's evaluation of the protest, or either the Contractor or Engineer disagrees with the resolution recommended by the Third Party Neutral, the Contractor may pursue a claim as described in 00199.30.

00199.30 Claims Procedure:

(a) General - If the Contractor believes that additional compensation is due, or a combination of additional compensation and Contract Time, and has pursued and exhausted all the procedures provided in 00199.10 and 00199.20 to resolve a disagreement and protest, the Contractor may file a claim.

The Agency's Contract is with the Contractor. There is no contractual relationship between the Agency and any Subcontractors, Suppliers or any Entity other than the Contractor. It is the Contractor's responsibility to fully evaluate any claim before presenting it to the Agency. In addition, when a claim includes Work done or costs incurred by any Subcontractors, Suppliers, or any Entity other than the Contractor, the Contractor remains solely responsible for presenting the claim to the Agency.

Claims that include Work done or costs incurred by any Subcontractors, Suppliers, or any Entity other than the Contractor will not be considered by the Agency unless the Contractor has:

- Completed and provided its own written evaluation of the claim;
- Verified by its own independent review and evaluation of the amount of compensation sought; and
- Certified the claim according to 00199.30(b) (Part 10).

(b) Claims Requirements - At any time during the progress of the Work, but not later than 45 Calendar Days following the date of the Second Notification, the Contractor shall submit to the Engineer in writing, claims for

additional compensation or a combination of additional compensation and Contract Time additional to that specified in the Contract. For a claim not submitted within the 45-day limit, that has not met the requirements of 00199.20, or is not filed as provided in 00199.30, the Contractor waives any claim for additional compensation or for additional compensation and Contract Time, and the Agency may reject the claim.

Written claims to the Engineer or the Agency by the Contractor shall be delivered to the Agency address shown in the Special Provisions, unless a different address is agreed to by the Engineer, and shall be delivered:

- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested); or
- By overnight delivery service of a private industry courier.

Claims will be considered as having been received by the Agency:

- At the time of actual receipt or 7 Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or 3 Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier.

The Agency reserves the right at any time and at any step in the claim decision or review process to request additional information, records or documentation related to the claim or the Contract either directly or through agents working toward resolution of the disputed or claimed events and issues.

Claims shall be made in writing, and shall include all information, records and documentation necessary for the Agency to properly and completely evaluate the claim.

To be considered, claims for additional compensation, or for additional compensation and Contract Time, shall be completed according to 00199.30 and shall be submitted with the required information and in the format below and labeled as required below for each claimed issue:

(Part 1) Summary (label page 1.1 through page 1.X) - In the summary, include a detailed, factual statement of the claim for additional compensation and Contract Time, if any, with necessary dates and locations of Work involved in the claim and the dates of when the event arose. Also include detailed facts supporting the Contractor's position relative to the Engineer's decision (see 00199.20(f));

(Part 2) Proof of notice (label page 2.1 through page 2.X) - Submit a copy of the written notice, with all attachments, that was given to the Agency. Include the date when that written notice and the date when oral notice was given:

(Part 3) Copies of the Contract Specifications that support the Contractor's claim (label page 3.1 through page 3.X);

(Part 4) Theory of entitlement supporting the claim (label page 4.1 through page 4.X) - Include a narrative of how or why the specific Contract Specifications support the claim and a statement of the reasons why such Specifications support the claim;

(Part 5) Itemized list of claimed amounts (label page 5.1 through page 5.X) - Claimed damages that resulted from the event with a narrative of the theories and records and documents used to arrive at the value of the damages;

(Part 6) Additional Contract Time requests (label page 6.1 through page 6.X) - If the claim is for a combination of additional compensation and Contract Time, submit a copy of the schedule that was in effect when the event occurred and a detailed narrative which explains how the event impacted Contract Time. In addition, if an Agency-caused delay is claimed:

- Include the specific days and dates under claim;
- Provide detailed facts about the specific acts or omissions of the Agency that allegedly caused the delay, and the specific reasons why the resulting delay was unreasonable; and
- Provide a schedule evaluation that accurately describes the impacts of the claimed delay.

Also see 00180.80 for additional requirements regarding claims for Contract Time and causes that are eligible and ineligible for consideration;

(Part 7) Copies of actual expense records (label page 7.1 through page 7.X) - Include documents that contain the detailed records and which support and total to the exact amount of additional compensation sought. Include the information and calculations necessary to support that amount. That amount may be calculated on the basis of Section 00197, if applicable, or may be calculated using direct and indirect costs presented in the following categories:

- Direct Materials;
- Direct Equipment. The rate claimed for each piece of Equipment shall not exceed the actual cost. In the absence of actual Equipment costs, the Equipment rates shall not exceed 75 percent of those calculated under the provisions of 00197.20. For each piece of Equipment, the Contractor shall include a detailed description of the Equipment and attachments, specific days and dates of use or standby, and specific hours of use or standby;
- Direct labor;
- Job overhead;
- General and administrative overhead; and
- Other categories as specified by the Contractor or the Agency;

(Part 8) Supporting records and documents (label page 8.1 through page 8.X) - Include copies of, or excerpts from the following:

- Any documents that support the claim, such as manuals standard to the industry and used by the Contractor; and
- Any daily reports or diaries related to the event, photographs or media that help explain the issue or event (optional), or all other information the Contractor chooses to provide (optional);

(Part 9) Certification (label page 9.1 through 9.X) - A certified statement, signed by a person authorized to execute Change Orders, by the Contractor, Subcontractor, Supplier, or Entity, originating the claim, as to the validity of facts and costs with the following certification:

Under penalty of law for perjury or falsification, the undersigned, (Name), (Title), (Company) certifies that this claim for additional compensation for Work on the Contract is a true statement of the actual costs incurred (in the amount of \$_____, exclusive of interest) and is fully documented and supported under the Contract between the parties.

Signature: _____

Date: _____, 20__

Subscribed and sworn before me this ____ day of _____, 20__

Notary Public

My commission expires _____.

(Part 10) Contractor evaluation of a lower-tier claim (label page 10.1 through 10.X) - If the claim includes Work done or costs incurred by any Subcontractors, Suppliers, or any Entity other than the Contractor, the following are required:

- Data required by the other Subsections of 00199.30(b);
- Copies of the Contractor's, Subcontractor's, Supplier's and Entity's, at all tiers above the level of which the claim originates, separate evaluation of entitlement;
- Copies of the Contractor's, Subcontractor's, Supplier's and Entity's, at all tiers above the level of which the claim originates, independent verification and evaluation of the amount of damages sought; and
- A person authorized to execute Change Orders on behalf of the Contractor, Subcontractor, Supplier and Entity, at all tiers above the level of which the claim originates, must sign a statement with the following certification:

Under penalty of law for perjury or falsification, the undersigned, (Name) (Title), (Company) certifies that this claim originating from the Subcontractor, Supplier or Entity (Company) for additional compensation for Work on the Contract is a reasonable statement, independently verified, of the costs incurred (in the amount of \$_____, exclusive of interest) and is fully documented and supported under the Contract between the parties.

Signature: _____

Date: _____, 20__

Subscribed and sworn before me this ____ day of _____, 20__

Notary Public

My commission expires _____.

If the Engineer determines that additional information, records or documentation is needed to allow proper evaluation of the claim submittal, the Engineer will request the information, records or documentation. The Contractor shall submit to the Engineer within 14 Calendar Days, or as otherwise agreed by the parties, the required additional information, records and documentation.

If the Engineer determines that the claim submittal with the additional information, records and documentation submitted is incomplete and not accepted as a claim, the Engineer will notify the Contractor in writing and the submittal will be rejected and will not be considered under 00199.40.

(c) Records Requirements - The Contractor shall comply with 00170.07.

(d) Compliance Required - Full compliance by the Contractor with the provisions of this Section is a condition precedent to the commencement of any lawsuit by the Contractor to enforce any claim.

00199.40 Claim Review Procedure

(a) Engineer Claim Review - The Engineer or Project Manager will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation, Contract Time, or for a combination of additional compensation and Contract Time. Once the Engineer or Project Manager determines the Agency is in receipt of a properly submitted claim, the Engineer or Project Manager will arrange a meeting, within 28 Calendar Days, or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion. A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim meetings.

If the Engineer or Project Manager determines that the Contractor must furnish additional information, records, or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 calendar days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Engineer or Project Manager will advise the Contractor of the decision to accept or reject the claim. If the Engineer or Project Manager finds the claim has merit, an equitable adjustment will be offered. If the Engineer or Project Manager finds the claim has no merit, no offer of adjustment will be made and the claim will be denied. The County intends to resolve claims at the lowest possible level.

If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Agency deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the claim will not be considered properly filed and preserved.

If the Engineer or Project Manager has denied a claim, in full or in part, for Contract Time only according to 00180.80, or has denied a claim, in full or in part, for correction of final compensation according to 00195.95, those disputed claims may then be resolved, in full or in part, at either of the two progressive steps of claim review procedure as specified in this Subsection. For all claims, all of the actions and review under each step of the review process shall occur before the review can be advanced to the next higher step.

(b) Director Claim Review - Upon request by the Contractor, the Department Director will review the Engineer or Project Manager's decision on the claim and advise the Contractor of the decision in writing. If the Director finds

the claim has merit, and equitable adjustment will be offered. If the Director finds the claim has no merit, no offer of adjustment will be made and the claim will be denied.

Once the Engineer determines the Agency is in receipt of a properly submitted claim, the Engineer will arrange a meeting, within 21 Calendar Days or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion.

If the Engineer determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 Calendar Days or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Director shall evaluate the claim based on the information provided by the Contractor to the Engineer or Project Manager. However, if the Department Director (or designee) determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Department Director (or designee) will schedule a meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The claim is subject to records review, if not all of the records requested by the Department Director (or designee) were furnished. If applicable, advancement of the claim is subject to the provisions regarding waiver and dismissal of the claim or portions of the claim.

The decision of the Department Director shall be the final decision of the Agency.

(c) Commencement of Litigation - If the Contractor does not accept the Director's decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of one (1) year following the mailing of the decision or within one (1) year following the date of "Second Notification", whichever is later. If said suit or action is not commenced in said one (1) year period, the Contractor expressly waives any **and** all claims for additional compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

The Contractor must follow each step in order, and exhaust all available administrative remedies before resorting to litigation. Litigation of a claim that cannot be resolved through the process described above shall be initiated by filing a complaint in the Clackamas County Circuit Court for the State of Oregon.

In any litigation, the entire text of any order or permit issued by the County or any other governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for purposes of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

The Contractor shall comply with 00170.00.

SECTION 13

SECTION 13

Disadvantaged Business Enterprise (DBE) Commitment Requirements

DBE Information Page

DBE Commitment Certification and Utilization Form

Assigned DBE Contract Goal

ODOT DBE Policy Statement

Disadvantaged Business Enterprise Supplemental Required Contract Provisions

Equal Employment Opportunity Provisions

Equal Employment Opportunity-Aspirational Target Provisions

On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts

Required Contract Provision Federal-Aid Construction Contracts (FHWA 1273)

DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMMITMENT REQUIREMENTS

1. DBE Policies, Obligations, Applicabilities, and Authorities

According to 49 CFR Part 26, all ODOT, all Bidders, and all Contractors shall agree to abide by and take all necessary and reasonable steps to comply with the DBE policies, obligations, applicabilities and authorities listed in the Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions.

The "assigned DBE contract goal" for this project is referred to in the project Special Provisions.

2. Eligibility Requirements for DBE Participation on Projects

Participation shall be accomplished by including certified DBEs in any part of the Contract work that is necessary to complete the Contract obligation. A certified DBE may participate as a prime Contractor, subcontractor, joint venture, material supplier, material manufacturer, or professional service provider.

Only those firms certified by the Certification Office of Business Inclusion and Diversity (COBID) as a DBE in the types of work selected shall be eligible to fulfill required DBE participation Contract obligations.

3. Crediting of DBE Participation Toward Meeting the Assigned DBE Contract Goal

(a) Crediting of DBE Participation in Bid Submission

Credit toward meeting the assigned DBE contract goal shall be granted only when a listed firm is currently certified by COBID as a DBE. Bidders should not assume that a minority-owned or a woman-owned firm is currently certified by COBID as a DBE firm or that a firm is certified to perform any particular type of work. Bidders are encouraged to verify each DBE firm's certification by:

- 1) requesting a copy of the DBE certification letter from the committed DBE firm and contacting COBID at 503-986-0075 to confirm the firm's current certification status; or
- 2) accessing the updated Certification Directory of DBEs by going to the COBID website at <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>

For joint ventures, the percentage of DBE participation to be credited toward the assigned DBE contract goal will be determined and approved by ODOT prior to Bid Opening on the basis of information submitted in the joint venture application according to Item No. 6 DBE Participation through Joint Venture.

(b) Crediting of DBE Participation Subsequent to Contract Award

The total dollar value of and the scope of work for the DBE commitment as shown on the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM shall be credited toward meeting the assigned DBE contract goal, provided the DBE performs a Commercially Useful Function according to 49 CFR 26.55(c)(1).

(c) Crediting of DBE Participation through the Use of DBE Manufacturers

The Bidder may count 100% of its expenditure to a DBE manufacturer. According to 49 CFR 26.55(e)(1)(i), a DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

The Bidder may count 100% of its expenditures for a DBE firm that furnishes and places these materials **only if** the DBE firm is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The DBE shall negotiate the cost, arrange delivery of, and pay for the materials and supplies required for the work of its contract. Invoices for materials must be invoiced to the DBE firm and not to the Contractor.

(d) Crediting of DBE Participation Through Use of DBE Regular Dealers

The Bidder may count only 60% of the committed amount for the cost of supplies and materials from regular dealers toward meeting the assigned DBE contract goal. According to 49 CFR 26.55(e)(2)(i) a DBE regular dealer owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business.

No credit will be granted if the Contractor makes a direct payment to a material supplier. However, it will be permissible for a material supplier to invoice the Contractor and the DBE jointly and be paid by the Contractor making remittance to the DBE firm and material supplier jointly, provided such joint payment arrangements received prior written approval from ODOT.

No credit will be granted if the Contractor deducts from the amounts owed to DBE firms for work performed the costs for: (1) materials and service ordered by the DBE firm and used by the DBE in performing its work, (2) purchase price of supplies or materials acquired from the Contractor by the DBE firm and used by the DBE in performing its work, and (3) cost of equipment leased or rented from the Contractor by the DBE firm and used by the DBE in performing its work. Credit shall be withheld where such costs have been deducted from dollar amounts paid to DBE firms for work performed.

(e) Crediting of DBE Participation through Use of DBE Service Providers

Credit toward meeting the assigned DBE contract goal through use of DBE service providers shall be granted for:

(1) The fees or commissions charged for providing a BONA FIDE service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the Contract, provided that the fee or commission is determined by ODOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(2) The fees charged for delivery of materials and supplies required on a job site (but not the cost of materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials or supplies. The fee must be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined by ODOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(4) The total dollar value of payments to the DBE for which a Commercially Useful Function was performed in delivering a professional, technical and/or expert service.

(f) Crediting of DBE Participation Through Use of DBE Owner/Operator Trucking

A DBE owner/operator must own and operate at least one truck and be certified by COBID.

In order for the Contractor or subcontractor to be credited and receive payment for DBE owner/operator trucking participation, a valid agreement that includes or has attached the following information must be submitted to the Engineer:

- (1) Driver's name;
- (2) Copy of driver's license;
- (3) Vehicle identification number;
- (4) Copy of vehicle registration;
- (5) Motor vehicle license plate number;
- (6) Motor Carrier Plate Number;
- (7) Copy of ODOT Motor Carrier 1A Permit;
- (8) Name of owner/operator from the side of the truck; and
- (9) Method of payment (hour, ton or load)

(g) Crediting of DBE Participation Through Use of DBE Trucking Firms

In order for the Contractor to receive credit and payment for the use of a DBE trucking firm, the trucking firm must be covered by a subcontract or written agreement, and the Engineer must have granted consent to that subcontract or agreement prior to the beginning of the work.

4. Documentation of Bidders' Proposed DBE Participation

(a) DBE Commitment Certification and Utilization Form

DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM shall become a part of the resulting Contract. This certification and utilization form shall be used to determine the Bidder's responsiveness to the DBE requirements.

If the assigned DBE contract goal is greater than zero, the Bidder must complete and sign the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM. The form must be completed and signed by the Bidder's authorized representative. In Part I of the form, the Bidder shall fill in each committed DBE firm and its corresponding type of work, its capacity, and the subcontract amount, expenditure, fee, or commission. Should the Bidder fail to completely fill out, sign, and submit the form with the bid when the assigned DBE contract goal is greater than zero, the Bidder will be considered non-responsive. The Agency will calculate each DBE amount, total the amount to be applied to the assigned DBE contract goal and calculate the DBE commitment as a percentage of the total bid.

(b) DBEs Bidding as Prime Contractors

The requirements of section 4(a) will apply to DBE Bidders for a Contract. In determining whether a DBE Bidder for a Contract has met an assigned DBE contract goal, only the work the DBE has committed with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers, or service providers will be counted.

DBEs bidding as prime Contractors shall complete the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM indicating the percentage of work to be performed by its own forces as well as the work to be performed by other committed DBEs to meet the assigned DBE contract goal.

(c) DBE Commitment Certification Form Part II - Good Faith Efforts

It is the intent of ODOT that all Bidders meet the assigned DBE contract goal for DBE participation. It is recognized that in rare exceptions it may not be possible for all Bidders to meet the assigned DBE contract goal. To determine whether the contract should be awarded to a Bidder that has failed to meet the assigned DBE contract goal, ODOT must decide whether the efforts made to obtain DBE participation constituted good faith efforts. ODOT will review the quality and intensity of those efforts. Efforts that are merely superficial are not good faith efforts to meet the assigned DBE contract goal.

In the event a Bidder is unable to meet the assigned DBE contract goal, the Bidder shall provide additional information regarding good faith efforts per the requirements Part II of the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM. The Bidder must document the steps taken to obtain DBE participation, which demonstrate good faith efforts, such as those outlined below:

- (1) Evidence that the Bidders attended any pre-solicitation or prebid meetings that were scheduled by ODOT to inform DBEs of contracting and subcontracting or material supply opportunities available on the project;
- (2) Evidence that the Bidder identified and selected specific economically feasible units of the project to be performed by DBEs in order to increase the likelihood of participation by DBEs;
- (3) Evidence that the Bidder advertised in general circulation, trade association, minority and trade oriented, women-focus publication, concerning the subcontracting or supply opportunities;
- (4) Evidence that the Bidder provided written notice to a reasonable number of specific DBEs, identified from the Certification Directory of DBEs for the selected subcontracting of material supply work, in sufficient time to allow the enterprises to participate effectively;
- (5) Evidence that the Bidder followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested. This may include the information outlined below:
 - (a) The names, addresses, and telephone numbers of DBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the DBEs to determine with certainty whether the DBEs were interested;
 - (b) A description of the information provided to the DBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed;
 - (c) Documentation of each DBE contacted but rejected and the reasons for the rejection.
- (6) Evidence that the Bidder provided interested DBEs with adequate information about the plans, specifications and requirements for the selected subcontracting or material supply work;
- (7) Evidence that the Bidder negotiated in good faith with the enterprises, and did not without justifiable reason reject as unsatisfactory bids prepared by any DBE;

(8) Evidence that the Bidder advised and made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by ODOT or contractor;

(9) Evidence that the Bidder's efforts to obtain DBE participation were reasonably expected to produce a level of participation sufficient to meet the assigned DBE contract goal or requirements of ODOT;

(10) Evidence that the Bidder used the services of minority community organizations, minority contractor groups, local, state and federal minority business assistance offices and other organizations identified by the Advocate for Minority, Women, and Emerging Small Business that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises; and

(11) Evidence that the Bidder used the services of ODOT's Supportive Services contractor(s).

(d) Failure to Comply

All Bidders, including certified DBE prime Bidders, shall submit a completed and signed DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM with its bid when the assigned DBE contract goal is greater than zero.

If the Bidder fails to properly and completely fill out the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM and/or to provide sufficient evidence of compliance with good faith effort requirements, the bid shall be considered non-responsive and the bid shall be rejected when the assigned DBE contract goal is greater than zero.

5. Contract Award Selection Procedure

In addition to the provisions of Sections 00120 and 00130 of the bid documents, the following items will be considered in determining Contract Award:

(a) The Award of the Contract will be in the best interest of the State of Oregon and will assure that ODOT meets its commitment to its overall DBE goal.

(b) If the low Bidder offering a reasonable bid meets or exceeds the assigned DBE contract goal, that Bidder will be considered responsive to the DBE requirement.

(c) If a DBE's type of work listed on the DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM does not match the type of work for which the DBE is certified by COBID, then the firm's participation on that Contract cannot count toward the assigned DBE contract goal or overall DBE goals. The Bidder will be determined non-responsive unless the Bidder meets or exceeds the assigned DBE contract goal by committing sufficient other work to one or more certified DBE firms with matching types of work, or the Bidder has established sufficient good faith efforts.

(d) If the low Bidder has not met the assigned DBE contract goal, ODOT will review the documentation regarding its good faith effort activities to determine if the steps taken are satisfactory. If the steps taken are found satisfactory during the review process, that Bidder will be considered responsive to the DBE requirement. If the steps taken are not found satisfactory, the bid will be considered non-responsive to the DBE requirement.

(e) If the low Bidder is determined to be non-responsive, ODOT, before awarding the Contract, will notify the Bidder in writing within 15 Calendar Days of the Bid Opening. The notification will include the reason for the determination and provide the Bidder an opportunity for administrative reconsideration.

Administrative Reconsideration includes:

- (1) The Bidder will have the opportunity to provide written documentation or argument to the Review Committee, consisting of personnel knowledgeable with DBE Program requirements, concerning the issue of whether it met the assigned DBE contract goal or made adequate good faith efforts to do so, within four Calendar Days of the receipt of notification.
- (2) Upon request, the Bidder will have the opportunity to meet in person with the Review Committee, to discuss the issue of whether it met the assigned DBE contract goal or made adequate good faith efforts to do so.
- (3) The Review Committee will make a decision on reconsideration within four Calendar Days after reviewing evidence of Good Faith Efforts.
- (4) The Bidder will be notified in writing by the Review Committee regarding the decision of reconsideration within five Calendar Days of the decision. This notice will explain the basis for finding that the Bidder did or did not meet the assigned DBE contract goal or make adequate good faith efforts to do so.
- (5) The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

6. DBE Participation Through Joint Venture

Bidders who plan to bid as a joint venture with a DBE partner must be pre-qualified with the Oregon Transportation Commission under the provisions of ORS 279C.430 and Oregon Administrative Rule 734-010-0200 through 734-010-0380. The requirements of 49 CFR 26.55(b) also apply to Bidders bidding as joint ventures. In addition to the standard pre-qualification process, there is a specific DBE Joint Venture Application Form. This form must be completed in order for ODOT to determine DBE participation in the joint venture. Certification of DBE joint ventures shall be completed for and granted for each individual project. The DBE Joint Venture Application form will be provided by ODOT Procurement Office - Construction Contracts Unit, at the address specified on the "Description of Work" page in the Bid Booklet; phone (503) 986-6916. The application must be received by Construction Contracts Unit at least 10 days prior to the date of Bid Opening for each individual Contract, and approval given prior to Bid Opening.

7. DBE Contract Compliance After Award and Before Contract Execution

ODOT will send the successful Bidder written notice of acceptance and Award, including a request for further breakdown of the DBE information. Within ten Calendar Days after Award and prior to Contract execution, the successful Bidder shall provide ODOT with a completed Committed DBE Breakdown and Certification Form describing the work to be performed by each DBE firm.

The successful Bidder shall submit the following breakdown information: bid item, type of work, bid quantity and unit, unit price, and total price. Furthermore, the successful Bidder shall indicate partial work on a bid item and explain the partial item work. If trucking is a DBE committed work

item, the successful Bidder shall indicate if the DBE firm is an owner/operator trucking firm. The Contractor and the Committed DBE Contractor shall sign the form.

FAILURE TO PROVIDE DETAILED DBE INFORMATION TO ODOT WITHIN TEN CALENDAR DAYS AFTER AWARD SHALL BE CAUSE FOR CANCELLATION OF THE AWARD AND WITHDRAWAL OF THE CONTRACT AND MAY BE CAUSE FOR FORFEITURE OF THE BID GUARANTY.

8. Information Relating to Contractors Soliciting Project Participation (Bidders List)

Within ten Calendar Days after Bid Opening, all Bidders shall provide information requested in the Subcontractor Solicitation and Utilization Report, (see appendix), listing bona fide bids or quotes received on this project. The information provided will be used to construct a Bidders List required by 49 CFR 26.11(c).

9. Information Relating to the DBE Requirements on this Project

For further information concerning Disadvantaged Business Enterprise participation, including confirmation of certification for type of work, contact in writing, the DBE Program Manager no later than one week prior to the project Bid Opening at ocrinforequest@odot.state.or.us.

Other requests may be directed to:

Oregon Department of Transportation
Office of Civil Rights MS 23
3930 Fairview Industrial Dr., S.E.
Salem, OR 97302
Phone: 503-986-4350
Fax: 503-986-6382
ocrinforequest@odot.state.or.us

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DBE INFORMATION

GENERAL INFORMATION

It is the policy of the Oregon Department of Transportation (ODOT) that disadvantaged business enterprises (DBE) as defined in 49 CFR 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with USDOT funds under this agreement.

A full explanation of DBE Participation Goals and Requirements is in Sections 03.00 and 04.00 of the DBE Supplemental Required Contract Provisions.

Firms certified by the Certification Office of Business Inclusion and Diversity (COBID) as DBE in the state of Oregon shall be used to meet the assigned DBE contract goals for DBE participation on contracts funded in whole or in part with U.S. Department of Transportation (USDOT) funds.

Responsiveness is based on the DBE firm's certification status at time of Bid Opening. Contractors should not rely upon past experiences and verbal assurances of firms listed or non-listed.

Services and Commodity Codes reflect information provided by the certified DBE Firms and is not used as a pre-qualification factor by ODOT.

All Bidders, including DBE prime Bidders, are required to submit a Subcontractor Solicitation and Utilization Report form to ODOT Office of Civil Rights, DBE Program, within 10 Calendar Days after the Bid Opening date.

WEBSITES

DBE Directory - A Certification Directory of DBEs is available from COBID at:

<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>

Subcontractor Solicitation And Utilization Report - The Subcontractor Solicitation and Utilization Report form is available from the Office of Civil Rights at:

<http://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>

Project Name _____ Bid Opening Date _____

DBE COMMITMENT CERTIFICATION AND UTILIZATION FORM

This DBE Certification and Utilization Form applies solely to meeting the assigned DBE contract goal for DBE participation. If the assigned DBE contract goal is greater than zero, each Bidder, including DBE prime Bidders, shall complete and submit this form with their Bid. SHOULD THE BIDDER FAIL TO COMPLETELY FILL OUT, SIGN, AND SUBMIT THIS FORM WITH THE BID WHEN THE ASSIGNED DBE CONTRACT GOAL IS GREATER THAN ZERO, THE BIDDER WILL BE CONSIDERED NON-RESPONSIVE. This certification shall be deemed a part of the resulting contract.

The Bidder acknowledges and certifies that this form accurately represents receipt of and consent from the listed DBE firm as to the use of the referenced itemized quote below for the performance of this project. Bidder certifies that it had direct contact with the named DBE firms regarding participation of this project. Bidder certifies, if awarded this project, that it shall award subcontracts to or enter into agreements with the named DBE's.

If the Bidder is submitting evidence of good faith efforts to secure participation, Bidder certifies that the good faith efforts documentation is true, accurate and correctly reports the actions taken by the Bidder.

Bidder's Authorized Representative (PRINT)

Bidder's Authorized Representative (SIGN)

Date

Name of Contractor (Company Name)

PART I

These columns to be completed by Bidder				These columns to be completed by Agency	
Name of DBE Firm	Type of Work *	Function ** (examples: Sub., Supp., DBE Man., Serv., Brok.)	Subcontract Amount (or expenditure amount or fee/commission amount)	Goal Participation % ***	DBE Amount ****

* From " Certification Office of Business Inclusion and Diversity " ** From "Function" column below. *** From "Goal Participation %" column below.
**** (Subcontract Amount x Goal Participation %)

Function	Goal Participation %	This section to be completed by Agency	
Subcontractor	100% (of subcontract amount)	ASSIGNED DBE CONTRACT GOAL %	
Supplier (Regular Dealer)	60% (of supply expenditure amount)	TOTAL DBE AMOUNT	\$
DBE Manufacturer	100% (of material expenditure amount)	TOTAL BID AMOUNT	\$
Service Provider	100% (of fee or commission)	DBE COMMITMENT	%
Broker	100% (of brokerage fee only)	(TOTAL DBE AMOUNT ÷ TOTAL BID AMOUNT) (calculated to two decimal places (0.01))	

Additional sheets may be used by copying this form.
Bidder must sign each additional sheet to certify its content and completion of form.

PART II

If Bidder's participation commitment to eligible DBEs is less than the assigned DBE contract goal, Bidder shall submit documentation of "good faith efforts" as evidence of actions to secure DBE participation.

Bidder's documentation of "good faith efforts" shall meet the requirements provided in the Disadvantaged Business Enterprise (DBE) Commitment Requirements, item no. 4(c) DBE Commitment Certification Form Part II - Good Faith Efforts, which outlines the activities considered for good faith efforts.

**East Salmon River Road Surface Preservation
Earthwork, Asphalt Concrete Paving, and Guardrail**

ASSIGNED DBE CONTRACT GOAL

The minimum Assigned **DBE** Contract Goal for this Project is **0%**.

(Overall DBE program goal for ODOT is set at 15.37% for FHWA funded Contracts for federal fiscal years 2020, 2021 and 2022.)

A Certification Directory of DBEs is available from the Certification Office of Business Inclusion and Diversity (COBID) website at:
<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>
or by telephone at 503-986-0075.

**Oregon Department of Transportation
Policy Statement
Disadvantaged Business Enterprise (DBE) Program**

The Oregon Department of Transportation (ODOT) is committed to a Civil Rights Program that includes participation of Disadvantaged Business Enterprises (DBEs) in ODOT contracting opportunities. ODOT has established a DBE program in accordance with U.S. Department of Transportation (USDOT) regulations 49 CFR Part 26, as amended in 2014 and effective as of November 3, 2014.

It is ODOT's policy never to exclude any person from participation in, deny any person the benefits of, or otherwise discriminate on the basis of race, color, sex, national origin, or disability in the award and administration of USDOT-assisted contracts. It is ODOT's policy to ensure DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also our policy to:

1. Ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. Ensure the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities conducted by recipients
7. Assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
8. Provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The Director of ODOT establishes the DBE policy for the department. The Manager of the Office of Civil Rights (OCR) is delegated as the DBE Liaison Officer. In that capacity, the Manager of OCR, in coordination with all ODOT personnel, is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by ODOT in its financial assistance agreements with the USDOT. It is the expectation of the Director that all ODOT personnel shall adhere to the intent as well as the provisions and procedures of the DBE Program.

ODOT circulates this policy to the following in accordance with the DBE program: (1) The Oregon Transportation Commission, (2) ODOT personnel involved with USDOT-assisted work, (3) Members of the DBE and non-DBE business communities that perform or are interested in performing work on ODOT contracts. The complete DBE Program and the overall goal calculation reports are available for review at:

ODOT Office of Civil Rights
3930 Fairview Industrial Drive, MS-23
Salem, OR 97302
<http://www.oregon.gov/ODOT/Business/OCR/Pages/Non-Discrimination.aspx>

For questions or further information, please contact:

Angela M. Crain, Manager
Office of Civil Rights
(T) 503-986-4353
(F) 503-986-6382
Angela.M.CRAIN@odot.state.or.us



Matthew Garrett, Director
Oregon Department of Transportation

Date

6-29-17

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS**

01.00 DBE Policy and Authorities:

(a) DBE Policy, Required Assurance, and Applicability - As required by 49 CFR Part 26, the Oregon Department of Transportation (ODOT) and the Contractor agree to abide by and take all necessary and reasonable steps to comply with the policy set out below:

(1) DBE Policy - It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assisted contracts. Consequently, the Disadvantaged Business Enterprise (DBE) requirements of 49 CFR part 26 apply to this agreement.

(2) DBE Required Assurance - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the ODOT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(3) DBE Applicability - This applies to all public improvement projects financed in whole or in part with federal funds received from FHWA, FTA and FAA through the ODOT. The ODOT and its Contractors shall conform to all applicable civil rights laws, orders, and regulations. ODOT and its Contractors shall not discriminate on the basis of race, age, sex, color, religion, national origin, mental or physical disability, political affiliation, or marital status in the award and performance of ODOT contracts.

(b) Authorities - These DBE Supplemental Required Contract Provisions are authorized by the following laws, rules, regulations and guidelines, which, in conjunction with any pertinent policy memoranda or procedures issued by the FHWA, all of which are incorporated by reference into the provisions, govern the ODOT's administration of the DBE Program.

The USDOT Regulations (49 CFR Part 26) published in the Federal Register, effective March 4, 1999, established a requirement that all recipients of USDOT funds establish a DBE Program. The regulations are applicable both to ODOT's Federal-aid construction and to its non-construction activities.

The USDOT's legal authority for its DBE regulations includes Executive Order 11625 (October 13, 1971), which required that federal executive agencies develop comprehensive plans and programs to encourage minority business participation. USDOT requires ODOT to establish a DBE Program as a condition for receiving USDOT federal funds.

Title VI, Civil Rights Act of 1964. This Act concerns non-discrimination in federally assisted programs or activities on the grounds of race, color, sex or national origin.

The Program is also subject to the following laws: Section 30 of the Airport and Airway Development Act of 1970 and Section 520 of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety Capacity Expansion Act of 1987; Section 905 of the Railroad Act of 1978 (45 USC 903); and Section 19 of the Urban Mass Transportation Act of 1964, as amended (Public Law 95-599).

Oregon Revised Statutes, Chapters 200 and 279.

Oregon Administrative Rules, Chapter 123, Division 200, Certification Procedures.

The Contractor agrees that these Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions (including all references) shall be incorporated into all subcontracts, regardless of tier, and into any agreements with Committed DBEs, regardless of form of agreement.

02.00 Abbreviations and Definitions - Abbreviations and definitions of words and phrases used in connection with the DBE Program are as follows:

(a) Abbreviations:

COBID - Certification Office of Business Inclusion and Diversity, which is authorized to certify DBE firms according to federal regulations

DBE - Disadvantaged Business Enterprise

FAA - Federal Aviation Administration

FHWA - Federal Highway Administration

FTA - Federal Transit Administration

ODOT - Oregon Department of Transportation

USDOT - United States Department of Transportation

(b) Definitions:

Assigned DBE Contract Goal - An assigned numerical percentage value of the total dollar amount of a Contract Award that is allocated solely for DBE participation.

Broker - A business firm that provides a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for the performance of the contract.

Certification Directory of DBEs - A publication (available in paper or Internet) listing all DBEs which are currently certified by the COBID. The Directory is provided to the

Contractor for use in identifying DBE firms whose participation on a contract may be counted toward achievement of the assigned DBE contract goal.

Certified Disadvantaged Business Enterprise (DBE) - A business firm certified by the COBID, indicating that it:

- Meets the criteria outlined in 49 CFR part 26 regarding certification as a DBE; and
- Possesses the required resources and expertise to perform designated types of work.

Commercially Useful Function (CUF) - Commercially useful function and related DBE crediting rules are set out fully in 49 CFR 26.55. In part, 49 CFR 26.55(c) defines commercially useful function as follows:

A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

Committed DBE - A Committed DBE firm is one that was identified by the Contractor to meet an assigned DBE contract goal as a condition of Contract Award, and includes any substitute DBE that has subsequently been committed work to meet the assigned DBE contract goal. A non-Committed DBE is one that was hired on a race- and gender-neutral basis and has not been identified as a substitute Committed DBE.

Commodity Codes - Codes assigned by the COBID to indicate the standard types of work the DBE provides.

Contractor's DBE Liaison Officer - The individual designated by the Contractor to assist the Contractor in meeting the Contractor's responsibility of compliance with the legal requirements of the DBE program and with the contractual obligations imposed by these supplementary provisions including but not limited to assuring that the DBE subcontractors on this project perform a commercially useful function.

DBE Eligibility - A firm is eligible to participate as a DBE if it meets the criteria as established by the federal DBE regulations in 49 CFR part 26 and enforced by the certifying agency, COBID. A firm will no longer be able to participate as a DBE on current or future contracts when it receives notification of decertification, denial of recertification, or notice of graduation by the certifying agency.

Equipment - All machinery, tools, and apparatus needed to complete the contract.

Federal-Aid Contract - For the purposes of these Disadvantaged Business Enterprise (DBE) Supplemental Required Contract Provisions, any contract including consultant agreements or modifications of a contract between ODOT and a Contractor which is paid for in whole or in part with USDOT financial assistance from FHWA, FTA or FAA.

Good Faith Efforts - Efforts required to obtain and support DBE participation that could reasonably be expected to produce and maintain a level of DBE participation sufficient to meet the assigned DBE contract goal. Good faith efforts are required before Bid Opening, upon Contract Award, and continue throughout the performance of the contract to maximize DBE participation.

Joint Venture DBE - An ODOT certified enterprise consisting of two or more businesses formed to jointly carry out a single highway construction project, one or more of which is a certified DBE (see Section 8.00).

Managerial Control - Consistent with normal industry practice, management shall include scheduling work operations, ordering equipment and materials (if materials are part of the contract), preparing and submitting payrolls and all other required reports and forms, and hiring and firing employees, including supervisory employees.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

Operational Control - Consistent with normal industry practice, the DBE shall supervise the daily operations of the work contracted. There are only two acceptable ways for the DBE to supervise the daily operations. The DBE owner may act as superintendent and directly supervise the work or a skilled and knowledgeable superintendent employed by and paid wages by the DBE shall directly supervise the work. If the latter is used, the DBE owner shall be actively involved in making the operational and managerial decisions of the firm.

Regular Dealer - A DBE firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the DBE firm shall engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular dealer in such items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns and operates distribution equipment. Any supplementing of a regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis, and such equipment shall be operated by the DBE's own employees. Brokers and packagers shall not be regarded as regular dealers within the meaning of this definition.

Subcontract - A subcontracting arrangement is generally considered to exist when a person or firm assumes an obligation to perform a part of the contract work and the following conditions are present:

- Compensation for performance of work is on a unit price or lump sum basis.

- The subcontractor exercises full control and authority over the subcontracted work, including the furnishing of labor and equipment and choice of work methods, with only general supervision being exercised by the Contractor.
- Personnel involved in the operation are under the direct supervision of the subcontractor and are included on the subcontractor's payroll.
- The ODOT has provided written consent to the subcontract arrangement, regardless of tier.

All conditions involved should be considered and no one condition alone will normally determine whether a subcontract actually exists. (See 00180.21.)

Type of Work - Specific descriptions of work which the DBE is certified in the Certification Directory of DBEs as having the expertise and resources necessary to perform.

03.00 Assigned DBE Contract Goal - In order to increase DBE participation on ODOT contracts, for any project with an assigned DBE contract goal for DBE participation, the Contractor is required to select a portion of work available on the project for DBE participation. The Contractor may use DBE subcontractors, suppliers, manufacturers or professional service providers to fulfill the assigned DBE contract goal as long as the DBE is certified in the types of work selected. The assigned DBE contract goal on a project remains in effect throughout the life of the contract. Dollar values of participation shall be credited toward meeting the assigned DBE contract goal based on DBE gross earnings.

According to 49 CFR 26.87(j)(2), if a Contractor has executed a subcontract with a firm before the ODOT notifies the firm of its ineligibility, the Contractor may continue to use the firm on the contract and may continue to receive credit toward its assigned DBE contract goal for the firm's work. If the ODOT awards the contract to a DBE prime Contractor that is later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after ODOT issued the notice of ineligibility shall not count toward the ODOT overall goal, but may count toward the assigned DBE contract goal. Under 49 CFR 26.87(j)(3) there is an exception: if the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, the ODOT may continue to count its participation on the contract toward overall and assigned DBE contract goals.

In determining whether a DBE Contractor has met an assigned DBE contract goal, only the work the DBE has committed with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers will be counted.

According to 49 CFR 26.71(n), DBE firms are certified only for specific types of work. If a DBE firm has not been certified prior to Bid Opening, for the type of work it is intending to perform on a given contract, then the firm's participation on that contract cannot count toward assigned DBE contract or overall goals.

The assigned DBE contract goal for the project is listed on the "Assigned DBE Contract Goal" sheet at the end of these provisions.

04.00 Subcontracting Limitations:

(a) DBE Subcontractors - All DBE subcontractors committed to perform a function or service as a condition of contract award, or for replacing the performance of a Committed DBE, shall perform a commercially useful function according to Section 09.00. If it is determined by ODOT that the DBE subcontractor is unable to perform a commercially useful function, ODOT will notify the Contractor prior to subcontract approval. The Contractor shall either provide evidence that the DBE subcontractor is able to perform a commercially useful function, or replace the DBE subcontractor with another DBE who has been certified to perform the bid item subcontracted according to Section 10.00(c). If the Contractor cannot provide sufficient evidence the DBE subcontractor has the ability to perform a CUF, and/or refuses to replace the DBE, the Contractor may be declared in default and the contract could be terminated according to the Oregon Standard Specifications for Construction subsection 00180.90(a).

(b) Second Tier DBE Subcontracts - Second tier DBE subcontracts may be counted toward the Contractor's assigned DBE contract goal provided the subcontract was listed in the original DBE commitment prior to bid award.

05.00 DBE Subcontract, Sub-Subcontract(s), and Other Agreement Documents:

(a) Committed DBEs - All work committed to a DBE toward meeting an assigned DBE contract goal, including work to be performed by a substitute Committed DBE, shall be performed under a written agreement according to 00160.01 and 00180.21. The agreement shall fully describe any partial pay item work committed to be performed by DBE firms.

(b) Non-Committed DBEs - Work to be performed by a non-Committed DBE shall be in accordance with 00160.01, 00180.20, and 00180.21.

06.00 Good Faith Efforts Requirements - The Contractor is required to exercise good faith efforts during the entire life of the contract to meet the assigned DBE contract goal and to maximize DBE participation and performance on the contract. Good faith efforts shall be made to secure DBE participation sufficient to meet the assigned DBE contract goal. The Contractor shall also make every reasonable effort during the course of the project to enable DBE firms to perform those portions of the contract work for which they have been committed.

The Contractor shall make good faith efforts to replace with another DBE, a DBE who is unable or unwilling to perform, unable to perform a commercially useful function, or has changed its ownership and/or control. Section 10.00 discusses the procedures that shall be followed to terminate a Committed DBE and replace the firm with a substitute.

The Engineer may request the Contractor to submit evidence of Good Faith Efforts at any time during the course of the contract and the Contractor shall promptly submit such evidence.

07.00 DBE Work Plan Proposal Form - The Contractor shall require each DBE participating on the project as a subcontractor and each Committed DBE, regardless of work type or form of agreement, to complete the "Disadvantaged Business Enterprise Work Plan Proposal - Form 3A" (Form 734-2165A). The form shall be filled-in electronically, then

printed, and signed by an authorized representative of the DBE and of the Contractor. The Contractor shall submit the completed form to the Engineer. Form 734-2165A is available on the ODOT Office of Civil Rights website at:

<https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>

For Committed DBEs, the Contractor shall submit the completed DBE Work Plan Proposals to the Engineer at or before the pre-construction conference. For non-Committed DBE subcontractors, the Contractor shall submit the completed forms to the Engineer in time for review of the Contractor's request for consent to use the DBE subcontractor on the project.

The purpose of the DBE Work Plan Proposal is to preview whether the proposed activities and type of work identified will comply with DBE program regulations, particularly with respect to commercially useful function and crediting rules. The Contractor shall ensure the form is completed with sufficient information about the DBE's intended work, personnel, equipment, materials, and performance to allow the Agency to determine whether the DBE's proposed performance will meet commercially useful function requirements. Additional information and documentation may be requested by the Agency as needed to alleviate program compliance concerns and must be provided promptly according to 49 CFR 26.109.

The DBE Work Plan Proposal specifically solicits information regarding the following:

- (a) Type of Work** - List the types of work the DBE will perform.
- (b) Personnel Required** - List the names and/or craft classifications for personnel who will perform. Indicate whether the individual is regularly employed by the DBE, or the source from which the individual was or is to be recruited.
- (c) Equipment Required** - List the items of equipment that will be used on the project. Indicate whether the equipment is owned, rented or leased. If rented or leased, consent to the rental or lease shall be obtained from the Agency prior to beginning of the work.
- (d) Supplies and Materials Required** - List the supplies and materials that will be used on the project. Indicate the source, by name, address, and phone number, from which supplies and materials will be obtained. For a DBE supplier committed to meet an assigned DBE contract goal, attach documentation showing how the DBE meets manufacturer, regular dealer, or broker requirements, as applicable to the credit being claimed and provide any additional explanation needed regarding ordering, scheduling, and delivery according to subsection (f) below.
- (e) Prime Contractor Resources** - Discuss any plans for the DBE to share any resources of the Contractor, e.g. personnel, equipment, tools, or facilities.
- (f) Additional Information** - Provide comments or explanation of any of the information provided above. Include information related to joint check arrangements or any plans the DBE has to subcontract work to a lower tier or perform work through a specialty contractor.

The Engineer and Office of Civil Rights (OCR) Field Coordinator will review the proposals and may provide written comments as to whether the activities and type of work identified in the proposals complies with program regulations. In those instances where proposed activity

and type of work violates applicable regulations, written comments will be offered as to corrective action required in order to comply with the regulations.

08.00 Contractor Pre-construction Conference Reporting - The Contractor shall deliver the following information to the Engineer at or before the Pre-construction Conference:

- The name of the DBE liaison officer who will administer the Contractor's DBE program. Said officer or the officer's designee shall attend the conference.
- Contractor's project schedule showing the work commencement date and estimated completion date for each DBE that will perform work on the project.
- "Disadvantaged Business Enterprise Work Plan Proposal - Form 3A" for all Committed DBEs that are performing work on the project regardless of contracting tier.

09.00 Commercially Useful Function - The Contractor is responsible for ensuring that DBE firms working on the project perform a commercially useful function (CUF). The Contractor shall receive credit toward meeting the assigned DBE contract goal and payment for DBE commercially useful function performed work only.

An on-site review will be used to ascertain whether the DBE is actively performing, managing, and supervising the work. It shall employ a labor force which is separate and apart from that employed by the Contractor, and which is independently recruited by the DBE according to standard industry practice. The DBE shall supervise and manage the work or independently hire a supervisor, who may not be a supervisor employed by the Contractor or any other subcontractor on the project.

With regard to the Federal-aid share, if an investigation reveals that there has been a violation of the CUF provisions, that portion of the work found to be in violation would not be counted toward goal achievement for either the Contractor or the Agency.

When a DBE is presumed not to be performing a CUF as described in this section, the DBE may present evidence through the Contractor to the Agency to rebut that presumption.

(a) The DBE (Not Some Other Business Entity) Shall Actually Perform the Subcontract - The DBE's utilization of labor, supervisory personnel, equipment and material in the performance of the subcontract shall be consistent with industry standards and shall demonstrate that the DBE and not some other business entity is actually performing the subcontract. For example, if a DBE associates itself too closely with another business entity or entities, in acquiring a labor force, supervisors, equipment or materials to an extent inconsistent with industry standards, the DBE can no longer be said to be actually performing the subcontract because a partnership or joint venture, of which the DBE is a member, is the actual performer of the subcontract.

(b) DBE's Work Force - The DBE shall solicit, hire, place on its payroll, direct, and control all workers performing work under its contract. The DBE owner or its superintendent shall, on a full-time basis, supervise and control the work of the contract. The DBE may with the prior written consent of the Engineer augment its work force with personnel of another firm. The Engineer shall approve the request only when:

- Specialized skills are required, and
- The use of such personnel is for a limited time period.

(c) DBE Equipment - The DBE is expected to perform the work with equipment that is owned, being purchased, or leased by the DBE under a written lease agreement that has been consented to by the Engineer prior to the DBE starting work. No credit will be given, nor payment made for the cost of equipment leased or rented and used in the DBE firm's work when payment for those costs is made by a deduction from the Contractor's payment(s) to the DBE firm.

The DBE may lease specialized equipment, provided a written rental agreement, separate from the subcontract specifying the terms of the lease arrangement, is consented to by the Engineer prior to the DBE starting work. The Engineer will consent to the lease agreement only when:

- The equipment is of a specialized nature,
- The equipment is readily available at the job site,
- The operation of the equipment is under the full control of the DBE,
- The lease arrangement is for a short term,
- The lease arrangement for the specialized equipment in question is a normal industry practice, and
- The DBE shall hire, direct, supervise, control and carry the operator of the equipment on the DBE payroll.

(d) DBE Trucking Firms - Whenever a DBE trucking firm has been committed to meet an assigned DBE contract goal, the Contractor shall ensure that the Committed DBE individually identifies each truck intended for use on the Project on its "Disadvantaged Business Enterprise Work Plan Proposal - Form 3A" or an attached list.

The Contractor shall furnish a daily log of all trucking work performed under the Committed DBE's subcontract. The "Daily DBE Trucking Log" (Form 734-2916), (or an approved equal that contains all the information on the ODOT form, including the certification) shall be completed for each day work is performed under the DBE's subcontract. The Daily DBE Trucking Log shall identify all trucks under the management and supervision of the DBE subcontractor used on the Project.

The Contractor shall submit the Daily DBE Trucking Log to the Engineer on a weekly basis and no later than 14 Calendar Days after the first recorded date in the logs. For owner-operator trucks, the Contractor shall comply with 00170.65(b-4).

The following factors will be used to determine if a DBE Trucking firm is performing a CUF:

- The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE shall itself own and operate at least one fully licensed, insured and operational truck used on the contract.

- The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- According to 49 CFR 26.55(d)(5) the DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of the transportation services provided by the non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangements.
- For the purposes of this paragraph, a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

(e) DBE Flagging Firms - DBE flagging firms shall be responsible for ensuring all their dispatched employees meet the required certification and licensing requirements and for furnishing their employees with equipment (in this case, paddles and radios) to perform the committed work. This does not preclude the DBE's employees from supplementing with their own equipment.

10.00 Termination and Substitution of DBEs - The Contractor shall notify the Engineer in writing of the termination or substitution of any DBE participating on the project. For Committed DBEs, the Contractor shall obtain written consent from the Engineer before terminating and, if required to meet the assigned DBE contract goal, replacing a Committed DBE with a substitute. Written consent for terminating the performance of any Committed DBE will be granted only where the Contractor can demonstrate good cause that the DBE is unable, unwilling or ineligible to perform. Such written consent to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE. Termination or replacement of a Committed DBE will not be consented to based solely on a Contractor's ability to negotiate a more advantageous contract with another subcontractor.

(a) Contractor Notice of Termination of a Non-Committed DBE - The Contractor shall notify the Agency in writing of plans to terminate a non-Committed DBE. Include the name of the non-Committed DBE to be terminated, a brief explanation of the reason for termination, and the adjusted DBE subcontract or agreement amount.

(b) Contractor Written Request to Terminate a Committed DBE - All Contractor requests to terminate, substitute or replace a Committed DBE, including a partial termination or substitution of work committed to a DBE, shall be in writing and shall include the following information:

- Date the Contractor determined the DBE to be unwilling, unable or ineligible to perform.

- Projected date Contractor will require substitution or replacement DBE to commence work if consent is granted to the request.
- Brief statement of facts describing and citing specific actions or inaction by the DBE giving rise to the Contractor's assertion that the DBE is unwilling, unable or ineligible to perform.
- Brief statement of the affected DBE's capacity and ability to perform the work as determined by Contractor.
- Brief statement of facts regarding actions taken by Contractor that are believed to constitute good faith efforts toward enabling the DBE to perform.
- To date percentage of work completed on each bid item by the DBE.
- The total dollar amount paid, per bid item, to date for work performed by the DBE.
- The total dollar amount, per bid item, remaining to be paid to the Committed DBE for work completed, but for which the DBE has not received payment and with which the Contractor has no dispute.
- The total dollar amount, per bid item, remaining to be paid to the DBE for work completed, but for which the DBE has not received payment and over which the Contractor and/or the DBE have dispute.
- A written, signed statement from the DBE, provided the DBE concurs with request to terminate, indicating its unwillingness or inability to perform.

(c) Contractor Written Notice to Committed DBE of Pending Request to Terminate and Substitute with Another DBE - The Contractor shall send a copy of the request to terminate and substitute letter to the affected Committed DBE in conjunction to submitting the request to the Engineer. The affected DBE firm may submit a response letter to the Engineer within five Calendar Days of receiving the notice from the Contractor. The affected DBE firm may explain its position concerning performance on the committed work. The Engineer will consider both the Contractor's request and DBE's response and explanation before approving the Contractor's termination and substitution request. If the Contractor is unsuccessful in notifying the affected DBE firm, after trying its best to deliver a copy of its request letter, the Agency may determine that the affected Committed DBE is unable or unwilling to continue the contract and a substitution will be immediately approved by the Engineer.

(d) Proposed Substitution of Another Certified DBE - When a Committed DBE substitution shall occur, the Contractor may submit another eligible DBE firm to replace the original committed firm in writing. The Contractor shall submit the name of the DBE firm, the proposed work to be performed, and the dollar amount of the work. The Contractor shall give pertinent information including bid item, item description, bid quantity and unit, unit price, and total price. In addition, the Contractor shall submit a written DBE Work Plan for the requested substitute DBE according to Section 07.00. The dollar value of work to be performed by the substitute DBE shall be in an amount equal to the dollar value of the amount committed to the terminated DBE, minus the value of work performed to date by the DBE, prior to the request for substitution. Should the Contractor be unable to commit the required dollar value to the substitute DBE, the Contractor shall provide written evidence of good faith efforts made to obtain the substitute value requirement. The Agency will review the quality and intensity of those efforts. Efforts that are merely superficial are not good faith efforts to meet the assigned DBE contract goal. The

Contractor shall document the steps taken to obtain participation which demonstrate the good faith efforts outlined below:

- Evidence that the Contractor attended any pre-solicitation or prebid meetings that were scheduled by ODOT to inform DBE firms of contracting and subcontracting or material supply opportunities available on the project;
- Evidence that the Contractor identified and selected specific economically feasible units of the project to be performed by DBE firms in order to increase the likelihood of participation by DBE firms;
- Evidence that the Contractor advertised in general circulation, trade association, minority and trade oriented, women-focus publications, concerning the subcontracting or supply opportunities;
- Evidence that the Contractor provided written notice to a reasonable number of specific DBE firms, identified from the DBE Directory of Certified Firms for the selected subcontracting or material supply work, in sufficient time to allow the enterprises to participate effectively;
- Evidence that the Contractor followed up initial solicitations of interest by contacting the enterprises to determine with certainty whether the enterprises were interested. The Contractor should provide the following information as evidence:
 - The names, addresses, and telephone numbers of DBE firms who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the DBE firms to determine with certainty whether the DBE firms were interested;
 - A description of the information provided to the DBE firms regarding the plans and specifications and estimated quantities for portions of the work to be performed;
 - Documentation of each DBE contacted, but rejected and the reasons for the rejection.
- Evidence that the Contractor provided interested DBE firms with adequate information about the plans, specifications and requirements for the selected subcontracting or material supply work;
- Evidence that the Contractor negotiated in good faith with the enterprises, and did not without justifiable reason reject as unsatisfactory bids prepared by any DBE;
- Evidence that the Contractor advised and made efforts to assist interested DBE firms in obtaining bonding, lines of credit, or insurance required by ODOT or Contractor;
- Evidence that the Contractor's efforts to obtain DBE participation were reasonably expected to produce a level of participation sufficient to meet the assigned DBE contract goal or requirements of ODOT;
- Evidence that the Contractor used the services of minority community organizations, minority organizations identified by the Advocate for Minority and Women Business that provide assistance in the recruitment and placement of disadvantaged, minority, or women business enterprises; and
- Evidence that the Contractor used the services of ODOT's Supportive Services Contractor(s).

11.00 Changes in Work Committed to DBEs - The Agency will consider the impact on DBE participation in instances where the Agency changes, reduces, or deletes work committed to a DBE at the time of contract award. In such instances, the Contractor shall not be required to replace the work but is encouraged to do so. If the prime Contractor proposes any changes that involve a Committed DBE, the Contractor shall notify the affected DBE of the proposed change, reduction, or deletion of any work committed at the time of contract award prior to executing the change order. The Contractor shall enable the affected DBE to participate in the change order request and will make every effort to maintain the Committed DBE percentage that was the condition of contract award. Documentation of this effort and a letter from the DBE agreeing to the change shall be included with the request.

12.00 Contractor Payments to Subcontractors and Suppliers:

(a) DBE-Related Records - The Contractor shall maintain records of all subcontracts or other agreements entered into with DBE firms and records of materials purchased from DBE suppliers. Such records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid to each DBE subcontractor or vendor.

(b) Prompt Payment and Release of Retainage - The Contractor shall pay each subcontractor for satisfactory performance of its contract no later than ten Calendar Days from receipt of each payment the Contractor receives from the ODOT. The Contractor shall also return retainage payments to each subcontractor within ten Calendar Days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Engineer. This policy applies to both DBE and non-DBE contractors.

(c) Paid Summary Reports - The Contractor shall submit a "Paid Summary Report" (Form 734-2882) to the Engineer certifying payments made to all of the following:

- All subcontractors
- Committed DBE suppliers
- Non-Committed DBE suppliers and service providers with estimated total payments for the Project over \$10,000.

The Contractor shall submit the completed and signed Paid Summary Report to the Engineer within 20 days of receipt of payment from the Agency for each month in which payments were made to each subcontractor, each Committed DBE supplier, and each non-Committed DBE supplier or service provider with estimated total payments for the Project over \$10,000. At the completion of the project, submit Form 734-2882 recapping the total amounts paid to each subcontractor, and each Committed DBE supplier, and each non-Committed DBE supplier or service provider with estimated total payments for the Project over \$10,000.

The Contractor shall require each subcontractor at every tier to comply with the requirement to submit Form 734-2882 within 20 days of receipt of payment from its controlling contractor and provide a recap of the total amounts paid at the completion of the project or completion of their Work.

Forms shall be submitted to an email address provided to the Contractor at the Preconstruction Conference.

The participation of a DBE subcontractor will not be credited towards the Contractor's assigned DBE contract goal, or the overall goal, until the amount being counted toward the goal, and any retainage held by the Contractor has been paid to the DBE.

13.00 Remedies - Failure of any Contractor to meet the requirements cited in Section 01.00(b) constitutes a breach of contract for which the imposition of the following sanctions could occur:

- Temporarily withholding progress payments until the Contractor complies with these provisions through future performance.
- Permanently withholding payment for work already performed in a manner that constitutes a breach of contract.
- Suspension of work according to the Oregon Standard Specifications for Construction, subsections 00150.00 and 00180.70.

Any Bidder or Contractor or subcontractor on a public contract that violates the provisions of ORS 200.075 shall have its right to bid on or participate in any public contract suspended for up to 90 days for a first violation, up to one year for a second violation and up to five years for a third violation.

Each violation shall remain on record for five years. After five years, the violation shall no longer be considered in reviewing future violations.

Failure of a Bidder, Contractor, or subcontractor to comply with the requirements cited in Section 01.00(b) when there appears to be evidence of criminal conduct, shall be referred to the Oregon Department of Justice and/or the FHWA Inspector General for criminal investigation, and if warranted, prosecution.

14.00 Records and Reports - The Contractor shall keep such project records as are necessary to determine compliance with these DBE Supplemental Required Contract Provisions, including but not limited to records on equipment usage, fuel consumption, invoicing, and payments. Such records shall include written reports from the DBE Liaison Officer to the Contractor as to the performance of the committed DBE and its performance of a commercially useful function. Contractor shall provide the Engineer with records on equipment and fuel logs and other records needed to verify compliance with commercially useful function and DBE crediting requirements.

15.00 Further Information - The Disadvantaged Business Enterprise Supplemental Required Contract Provisions shall be incorporated into and attached to all agreements and contracts on projects financed in whole or in part with federal funds.

For further information concerning Disadvantaged Business Enterprise participation, including confirmation of certification for type of work, contact, in writing, the DBE Program Manager not later than one week prior to the project Bid Opening at ocrinforequest@odot.state.or.us.

Other requests may be directed to:

Oregon Department of Transportation
Office of Civil Rights MS 23
3930 Fairview Industrial Dr., S.E.
Salem, OR 97302
Phone: 503-986-4350
Fax: 503-986-6382
ocrinforequest@odot.state.or.us

EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

As used in these provisions, "Engineer" means the Chief Engineer of the Oregon Department of Transportation acting either directly or through authorized representatives. "Good Faith Efforts" means "affirmative action measures designed to implement the established objectives of an Affirmative Action Plan" 23 CFR 230.407(o).

Section 140 of Title 23, United States Code, EQUAL EMPLOYMENT OPPORTUNITY, as in effect on May 1, 1982, is incorporated by this reference and made a part of these provisions.

Written Notification

The Contractor shall provide to the Engineer within two weeks of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation written notification with the following information: the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

The Contractor shall provide immediate written notification to the Engineer when (1) the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor minorities or women that the Contractor sent to the union, or (2) the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its equal opportunity obligations. This is in addition to the notification required in item 7d in the "On-Site Workforce Affirmative Action Requirements For Women and Minorities on Federal-Aid Contracts".

Monthly Report

The Contractor and each Subcontractor (on contracts that require certified payrolls) shall submit each month to the Engineer a "Monthly Employment Utilization Report" (Form 731-0668). The electronic form is available at:

<https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>

Annual Report

Each July for the duration of the Project, each Contractor and Subcontractor shall submit Form PR-1391. This report shall be sent directly to ODOT Office of Civil Rights.

PURSUANT TO 23 CFR PART 230, SUBPART D, THE STATE HIGHWAY AGENCY HAS A RESPONSIBILITY TO ASSURE COMPLIANCE BY CONTRACTORS WITH THE REQUIREMENTS OF FEDERAL-AID CONSTRUCTION CONTRACTS, 23 CFR 230.405(b). THEREFORE, THE STATE HIGHWAY AGENCY HAS THE FOLLOWING OBLIGATIONS CONCERNING MONITORING AND COMPLIANCE, INCLUDING SHOW CAUSE NOTICE REQUIREMENTS.

Monitoring and Compliance

The Agency will maintain a vigorous monitoring process to ensure nondiscrimination and affirmative action on all federally funded Projects. Monitoring shall include at a minimum, monthly meetings to review the "Monthly Employment Utilization Report" (Form 731-0668) with the Contractor's Equal Employment Opportunity (EEO) Officer and quarterly reviews of the Contractor's Good Faith Efforts as outlined in FHWA 1273.

The Agency shall determine the Contractor's compliance with equal opportunity requirements including:

- Non-discrimination in selection and retention of subcontractors, material suppliers and vendors;
- Maintenance of nonsegregated facilities;
- Adequate representation and utilization of minorities and women (by craft and trade) in the Contractor's workforce;
- Good Faith Efforts in meeting on-the-job training and training special provisions contained in FHWA 1273;
- Fair treatment in all terms and conditions of employment; and,
- Adherence (where applicable) to Indian preference provisions.

If the Agency or the FHWA becomes aware of any possible violations of Executive Order 11246 or 41 CFR 60, each has the authority and the responsibility to notify the Office of Federal Contract Compliance Programs. The Contractor has the responsibility either to meet all the craft goals set forth in the applicable "Covered Area" of "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts" or demonstrate Good Faith Efforts to meet these goals (as specified in paragraphs 7a through 7p of the "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts").

Show Cause Notice

If an investigation or review reveals that a Contractor or Subcontractor has not complied with these EEO Provisions, the Agency shall issue a Show Cause Notice to initiate efforts to bring the Contractor or Subcontractor into compliance. This written notice shall state the deficiencies found during the review, and shall advise the Contractor or Subcontractor to show cause within 30 Calendar Days why the Agency shall not impose administrative

sanctions. The Contractor or Subcontractor must then show good cause or must provide an acceptable agreement for corrective action within 30 Calendar Days.

If the Contractor or Subcontractor does not provide this information by the end of the 30 Calendar Days, the Engineer shall withhold all project progress payments in process as of the date the Show Cause Notice was issued and will continue to withhold project progress payments until the Contractor or Subcontractor responds in an acceptable manner. If the Contractor or Subcontractor fails to meet the conditions of the corrective action agreement, no further Show Cause Notice is required; the Agency shall immediately initiate enforcement proceedings.

If a Contractor's prequalification certification is revoked or disqualified because the Contractor has been found on at least two occasions to be in breach of these EEO Provisions of Federal-Aid highway construction contracts, the Contractor must be determined to be in compliance with these EEO Provisions prior to the Contractor's prequalification certificate being reinstated.

EQUAL EMPLOYMENT OPPORTUNITY-ASPIRATIONAL TARGET PROVISIONS

See the EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS incorporated in this Contract for notifying the Engineer, monthly and annual reporting, monitoring, and compliance.

Aspirational Diversity Targets

ODOT Aspirational Diversity Targets - While Aspirational Diversity Targets are not requirements for this Contract and are not binding on the Contractor, ODOT desires to encourage the highest possible participation of minorities and women in the work force. Therefore, ODOT has established aspirational targets on all federally funded Projects:

Covered Areas

Area	Aspirational
ODOT Region 1	Women 14% - Minority 20%
ODOT Region 2, 3, 4, & 5	Women 14% - Minority 14%

Neither the Contractor nor its subcontractors are under any obligation to meet any aspirational targets.

**ON-SITE WORKFORCE AFFIRMATIVE ACTION REQUIREMENTS
FOR WOMEN AND MINORITIES ON FEDERAL-AID CONTRACTS**

Pursuant to 41 CFR 60-4.6 (see also 41 CFR 60-4.2(a)) the following notice concerning Affirmative Action Requirements for Women and Minorities shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the United States Department of Labor (USDOL) Director. The USDOL, Office of Federal Contract Compliance Programs (OFCCP) has made the following statement concerning Goals, Timetables and Good Faith Efforts:

"Numerical goals are established based on the availability of qualified applicants in the job market or qualified candidates in the employer's work force. Executive Order [E.O. 11246] numerical goals do not create set-asides for specific groups, nor are they designed to achieve proportional representation or equal results. Rather, the goal-setting process in affirmative action planning is used to target and measure the effectiveness of affirmative action efforts to eradicate and prevent discrimination. The Executive Order and its supporting regulations do not authorize OFCCP to penalize contractors for not meeting goals. The regulations at 41 CFR 60-2.12(e), 60-2.30 and 60-2.15, specifically prohibit quota and preferential hiring and promotions under the guise of affirmative action numerical goals. In other words, discrimination in the selection decision is prohibited."

For purposes of these "On-Site Workforce Affirmative Action Requirements for Women and Minorities on Federal-Aid Contracts", "Good Faith Effort" means affirmative action measures designed to implement the established objectives of an Affirmative Action Plan 23 CFR 230.407(o).

A. AFFIRMATIVE ACTION REQUIREMENTS

Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goal and Timetable for Female Utilization Statewide

Timetable	Goal (Percent)
From Apr. 1, 1980 until further notice	6.9

Goals for Minority Utilization by County

Goal (Percent)

Clackamas, Multnomah, and Washington Counties	4.5
Marion and Polk Counties	2.9
Benton, Clatsop, Columbia, Crook, Deschutes, Hood River, Jefferson, Lincoln, Linn, Sherman, Tillamook, Wasco, and Yamhill Counties	3.8
Lane, Coos, Curry, Douglas, Jackson, Josephine, Klamath, and Lake Counties	2.4
Baker, Gilliam, Grant, Morrow, Umatilla, Union, Wallowa, and Wheeler Counties	3.6
Harney and Malheur Counties.....	4.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

2. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 business days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

3. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the county or counties shown in the Solicitation Documents. In cases where the work is two or more counties covered by different percentage goals, the highest percentage will govern.

B. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area, described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian American and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this contract resulted.

3. A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the plan; provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minorities and female utilization the Contractor should

reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is performed. Goals are published periodically in the Federal Register in notice form, and such notices maybe obtained from any Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minorities and female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or a community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the

Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female employees for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and Contractor's activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor-community; or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor will designate an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so. Additionally, the contractor EEO Officer shall ensure that the company EEO policy is being carried out, to submit reports relating to the specifications hereof as may be required by the Agency and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance, or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. The Office of Federal Contract Compliance Programs (OFCCP) may conduct compliance evaluations to determine if the contractor maintains nondiscriminatory hiring and employment practices and is taking affirmative action to ensure that applicants are employed and that employees are placed, trained, upgraded, promoted, and otherwise treated during employment without regard to race, color, religion, sex, or national origin. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Propel Insurance Longview Commercial Insurance P.O. Box 9 Longview, WA 98632	CONTACT NAME: Leigh Penley PHONE (A/C, No, Ext): 800 499-0933 E-MAIL ADDRESS: leigh.penley@propelinsurance.com	FAX (A/C, No): 866 577-1326
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Western National Mutual Insurance Co.	NAIC # 15377
INSURED NTA Contracting Inc. 10350 N Vancouver Way #345 Portland, OR 97217	INSURER B : SAIF Corporation	NAIC # 36196
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP100231712	10/16/2020	10/16/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CPP100206512	10/16/2020	10/16/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			UMB100030413	10/16/2020	10/16/2021	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	780581	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Lease/Rent Equip			CPP100232112	10/16/2020	10/16/2021	\$250,000/\$1,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: #2021-40 232nd at MP. 3
 Certificate Holder includes Clackamas County and its officers, agents, and employees, State of Oregon, Oregon Department of Transportation and their respective officers, members and employees, Clackamas County Board of Commissioners & Cordno, Inc. Additional insured is on a primary and non-contributory basis and waiver of subrogation status applies per attached forms, if required by written contract.

CERTIFICATE HOLDER Clackamas County 2051 Kaen Road, Suite 310 Oregon City, OR 97045	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Bodily Injury And Property Damage Liability	
• Non Owned Watercraft Up To 50 Feet	2
Property Damage Liability	
• Elevators	3
• Fire, Lightning, Explosion Or Sprinkler Leakage Exception	3
• Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence	3
Supplementary Payments – Amended	
• Bail Bonds Up To \$5,000	4
• Loss of Earnings Up To \$500/Day	4
Who Is An Insured Amendments	
• Employee Bodily Injury To A Co-Employee	4
• Newly Formed Or Acquired Organizations For Up To 180 Days	4
• Blanket Additional Insured – Vendors – As Required By Contract	4
• Blanket Additional Insured – Lessor Of Leased Equipment	6
• Blanket Additional Insured – Managers Or Lessors Of Premises	6
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations	7
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises	8
Damage To Premises Rented To You – \$300,000	9
Medical Payments Increased Limit – \$10,000 Or Amount Shown on Declarations	9
Conditions	
• Knowledge of Occurrence, Offense, Claim Or Suit Amended	9
• Unintentional Failure To Disclose Hazards	9
• Waiver of Subrogation	10
Insured Contract Amended	10
Personal And Advertising Injury Redefined	
• Televised, Videotaped Or Electronic Publication	10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

Item **2. Exclusions**, Paragraph **g.** is replaced by the following:

g. Aircraft, Auto Or Watercraft

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved in the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

(3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or

(5) “Bodily injury” or “property damage” arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of “mobile equipment”.

B. Damage To Property Coverage Extensions

Item **2. Exclusions**, Paragraph **j.** is replaced by the following:

j. Damage To Property

“Property damage” to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;

(2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

- (1) \$25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

C. Damage To Premises Rented To You

Item 2. **Exclusions**, the last paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

Item 2. **Exclusions** is amended by replacing Sub-paragraphs b. and c. with the following:

- b. **Material Published With Knowledge Of Falsity**
"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior To Policy Period**
"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

E. Supplementary Payments – Coverages A and B

Item 1. is amended by replacing Subparagraphs b. and d. with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

Paragraph 2. a. (1) is replaced by the following:

However, none of these “employees” or “volunteer workers” are insureds for “bodily injury” or “personal and advertising injury”:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of the co-“employee” or “volunteer worker” as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for “bodily injury” or “personal and advertising injury” to any co-“employee” or other “volunteer worker” arising out of and in the course of the co-“employee’s” or “volunteer worker’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-“employee” or other “volunteer worker”, is brought against you or a co-“employee” or a “volunteer worker”, we will reimburse the reasonable costs that you incur in providing a defense to the co-“employee” or “volunteer worker” against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

B. Newly Acquired Organizations

Paragraph 3. a. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

C. Blanket Additional Insured – Vendors – As Required By Contract

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (4) or (6); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This Provision C. does not apply:
- a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
 - b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
 - c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.
4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:
- If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is:
- a. The minimum amount required by the contract or agreement; or
 - b. The Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to:
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

D. Blanket Additional Insured – Lessor Of Leased Equipment

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

E. Blanket Additional Insured – Managers Or Lessors Of Premises

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

3. With respect to the insurance afforded to these additional insureds, the following is added to
- Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

- b. The construction, erection or removal of elevators; or
c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or

- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

SECTION III – LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

- a. \$300,000; or
- b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

B. Medical Expense Limit

Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:
- a. \$10,000; or
 - b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

Item 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation; or
 - (4) A member or manager, if you are a limited liability company.

B. Other Insurance

Item 4. **Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

- (ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

C. Unintentional Failure To Disclose Hazards

Item 6. **Representations** is replaced by the following:

6. Representations And Unintentional Failure To Disclose Hazards

- a. By accepting this policy, you agree:
- (1) The statements in the Declarations are accurate and complete;
 - (2) Those statements are based upon representations you made to us; and
 - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

SECTION V – DEFINITIONS AMENDMENTS

A. Insured Contract Amended

Paragraph **9. a.** is replaced by the following:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

B. Personal And Advertising Injury Redefined

Paragraph **14. d.** and **e.** are replaced by the following:

- d.** Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e.** Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- 1. The minimum amount required by the contract or agreement; or
- 2. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek any contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

1. The minimum amount required by the contract or agreement; or
2. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

The Business Auto Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	4
Auto Loan/Lease Gap Coverage	4
Blanket Additional Insured	2
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
Newly Acquired Organizations for up to 180 Days	2
Employees as Insureds	2
Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	3
Employee Hired Auto	2, 5
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	4
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
Bail Bonds up to \$5,000	2
Loss of Earnings up to \$500/Day	2
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	5

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**BUSINESS AUTO ENHANCEMENT ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS**A. Who Is An Insured**

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy, or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:
- (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
 - (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;
 - (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - (4) does not apply to an “insured” under any other automobile liability policy, or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.

- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

B. Blanket Additional Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

Co-Employee Lawsuit Defense Cost Reimbursement

If a suit seeking damages for “bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow “employee”, is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1000 maximum.

B. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

C. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects

We will pay up to \$500 for “loss” to personal effects, which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage

D. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

E. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

5. Hired Auto Physical Damage

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a. The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightning;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

F. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage, is amended by adding the following:

6. Rental Reimbursement

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
 - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
 - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred, or
 - (2) \$50 per day, up to a maximum of \$1,000.
- d. This coverage does not apply while there are spare or reserve private passenger or light truck type “autos” available to you for your operations.
- e. If “loss” results from the total theft of a covered “auto” of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

G. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage

is amended by adding the following:

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered “auto” for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered “auto”.

This coverage is excess over any other collectible insurance or reimbursement by manufacturer’s warranty.

H. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered “auto” described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total “loss” to a covered “auto” described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto” less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the “loss”;
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the “accident” or “loss” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the “loss”.

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph **b.** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “autos” you own:

- (1) Any covered “auto” you lease, hire, rent or borrow.
- (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

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LOSS PAYABLE OPTIONS

If indicated on the Loss Payable Schedule, the following conditions apply to the property described on the schedule. The following conditions apply in addition to the policy "terms" which are contained in the Inland Marine Coverage(s).

LOSS PAYABLE

Any loss will be adjusted with "you" and will be payable to "you" and the loss payee described on the schedule as "your" and their interests appear.

LENDER'S LOSS PAYABLE

Any loss will be payable to "you" and the loss payee described on the schedule as interests appear. If more than one loss payee is named, they will be paid in order of precedence.

The insurance for the loss payee continues in effect even when "your" insurance may be void because of "your" acts, neglect, or failure to comply with the coverage "terms". The insurance for the loss payee does not continue in effect if the loss payee is aware of changes in ownership or substantial increase in risk and does not notify "us".

If "we" cancel this policy, "we" notify the loss payee at least ten days before the effective date of cancellation if "we" cancel for "your" nonpayment of premium, or 30 days before the effective date of cancellation if "we" cancel for any other reason.

"We" may request payment of the premium from the loss payee, if "you" fail to pay the premium.

If "we" pay the loss payee for a loss where "your" insurance may be void, the loss payee's right to collect that portion of the debt from "you" then belongs to "us". This does not affect the loss payee's right to collect the remainder of the debt from "you". As an alternative, "we" may pay the loss payee the remaining principal and accrued interest in return for a full assignment of the loss payee's interest and any instruments given as security for the debt.

If "we" choose not to renew this policy, "we" give written notice to the loss payee at least ten days before the expiration date of this policy.

CONTRACT OF SALE

Any loss will be adjusted with "you" and will be payable to "you" and the loss payee described on the schedule as "your" and their interests appear.

The loss payee shown on the schedule is a person or organization "you" have entered into a contract with for the sale of covered property.

When covered property is the subject of a contract of sale, the word "you" also means the loss payee.

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Procurement & Contracting Services

Public Services Building
2051 Kaen Road, Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract with CINTAS Corporation No. 2
for Countywide Uniform Services

Table with 2 columns: Category (Purpose/Outcomes, Dollar Amount and Fiscal Impact, Funding Source, Duration, Previous Board Action, Strategic Plan Alignment, Procurement Review, Counsel Review, Contact Person, Contract No.) and Description.

Background:

Many county departments and divisions use uniform rental and laundry services. The procurement division focused on a strategic path to utilize one vendor and one contractual agreement for all departments and divisions to save time and dollars to obtain and use these services. Procurement is able to purchase through the Omnia Partners Consortium for this countywide contract.

Procurement Process:

Procurement issued a notice of intent to purchase from the Omnia Partners Contract # R-BB-19002 on June 23, 2021. No responses were received.

Recommendation:

Staff respectfully recommends that the Board approve and execute the Contract with Cintas Corporation No. 2 for Countywide Uniform Services.

Sincerely,

Elizabeth Comfort (handwritten signature)

Elizabeth Comfort
Finance Director

Placed on the BCC Agenda _____ by Procurement and Contract Services

**CLACKAMAS COUNTY
GOVERNMENTAL CONTRACTING ADDENDUM
Contract #4301**

This Oregon Governmental Contracting Addendum (“Addendum”) is entered into by Clackamas County, a political subdivision of the State of Oregon (“County”) and CINTAS Corporation No. 2, a Nevada Corporation (“Contractor”). As used below, "Contract" or “Contract Documents” or similar term shall include this Addendum and the Facilities Solutions Agreement under the Omnia Partners Contract #R-BB-19002, attached and hereby incorporated as Exhibit A. In addition to the County, these services are for all Clackamas County entities including but not limited to North Clackamas Parks and Recreation District, Water Environment Services, and the Development Agency. For all purposes under this Contract and Addendum, these entities shall be deemed to be the County. To the extent there is any conflict between the Contract Documents, the terms of this Addendum shall control.

- A. Term.** This Contract shall become effective **July 1, 2021** and upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **October 31, 2023**.
- B. County Contract Administrator.** The County Contract Administrator for this Contract is **County Procurement Services, Kim Randall**.
- C. Consideration.** County will pay for services in accordance to **Exhibit B**, Price Agreement, as amended and approved under the Master Agreement # R-BB-19002, effective February 1, 2021. The estimated monthly expense for all County Departments and Divisions is \$16,600.00 per month, or \$199,200.00 per fiscal year. The total contract compensation shall not exceed **\$448,200.00** over the entire term of the Contract.
- D. Invoices and Payments.** Invoices shall be submitted to each individual department using the services. A listing of current locations requesting service under this Contract is included in the Multiple Location Contract Addendum, attached and hereby incorporated as **Exhibit C**.

Payment and late fees shall only be in accordance with ORS 293.462. If Contractor fails to present invoices in proper form within ninety (90) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.

- E. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on the Commercial General Liability policy. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

The insurance described in this section shall not be cancelled or materially changed without Contractor providing at least sixty (60) days written notice to the County. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- F. Debt Limitation.** The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- G. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:
1. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 2. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 3. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished by Contractor.

Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 4. As applicable, Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- H. Governing Law; Venue.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- I. Termination.** This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor and, upon the termination date, Contractor shall stop performance, and County shall pay Contractor for the goods or services delivered and accepted; (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; (iii) if Contractor breaches any material Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. In the event County terminates this Contract for lack of funding, appropriation, or other expenditure authority pursuant to this Subsection I (ii), County shall not be required to pay the termination charges set forth in Section 13 of the Facilities Solution Agreement.
- J. Compliance.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. This includes, but is not limited to: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967; (vi) the Health Insurance Portability and Accountability Act of 1996; the Age Discrimination Acts of 1967 and 1975; (vii) The Vietnam Era Veterans’ Readjustment Assistance Act of 1974; (viii) ORS Chapter 659; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; (xi) all regulations and administrative rules established pursuant to the foregoing laws; and (xii) County Local Contract Review Board Rules, containing language required to be in all public contracts, which is specifically incorporated by reference as if set forth herein.
- K. Tax Compliance.** Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

- L. Indemnification.** Contractor agrees to indemnify, hold harmless and defend the County, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the negligent acts or omissions Contractor or Contractor's employees or agents. Any obligation of the County to indemnify, hold harmless and defend Contractor, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or the County's employee or agents.
- M. Flame Resistant Garments.** County agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). COUNTY ACKNOWLEDGES THAT CONTRACTOR HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. CONTRACTOR MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH COUNTY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. County agrees to notify all employees and other agents of County who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. County acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of County.
- N. High Visibility Garments.** County bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when Garments require repair or replacement to meet the required level of visibility. County acknowledges and understands that the Garments alone do not ensure visibility of the wearer. County further acknowledges that Contractor is relying upon County to determine whether any Garments need repair or replacement to maintain the required level of visibility. Contractor represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. County acknowledges that Contractor has made no other representations, covenants or warranties, whether express or implied, related to the Garments.
- O. Dispute Resolution.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Contract waiving a right to a jury trial or requiring binding arbitration are void.
- P. Records.** Contractor shall maintain all accounting records relating to this Contract according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant County, the federal government, and their duly authorized representatives access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.
- Q. Subcontractors.** Contractor shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.
- R. Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

S. **Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

By their signatures below, the parties to this Addendum agree to the terms, conditions, and content expressed herein.

Cintas Corporation No. 2
9045 N. Ramsey Blvd
Portland, OR 97203

Clackamas County



Authorized Signature Date

Chair

Duane Lapeyri

Name/Title (Printed)

Recording Secretary Date

756580-89 FBC / Nevada
Oregon Business Registry #

Approved As To Form:
Andrew Naylor Digitally signed by Andrew Naylor
Date: 2021.08.05 10:27:48 -07'00' **8/5/21**

County Counsel Date



FACILITIES SOLUTIONS AGREEMENT

Location No. 463
Contract No. 40501/ 58002
Customer No. Multiple
Main Corporate Code -> New CC 13218

Date 7/28/2021
Phone: 503-742-5400
State: Oregon Zip: 97045

Customer/Participating Agency: Clackamas County
Address: 2051 Kaen RD City

UNIFORM PRODUCT RENTAL PRICING:

Table with 3 columns: Item #, Description, Unit Price. Content: See Attached Exhibit B Price List effective 2-1-2021

- This agreement is effective as of this date from 7/1/2021 to 10/31/2023, with a minimum term of 27 months.
Name Emblem \$ ea
Customer Emblem \$ ea
COD Terms \$ per week charge for prior service (if Amount Due is Carried to Following Week)
Automatic Lost Replacement Charge: Item % of Inventory \$ Ea.
Minimum Charge \$ per delivery.
Make-Up charge \$ per garment.
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ per garment.
Seasonal Sleeve Change \$ per garment.
Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
Artwork Charge for Logo Mat \$
Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples" A charge of \$ per garment will be assessed for employee's size changed within 4 weeks of installation.
Other

FACILITY SERVICES PRODUCTS PRICING:

Table with 5 columns: Bundle*, Item #, Description, Rental Freq., Inventory, Unit Price. Content: See Attached Exhibit B Price List effective 2-1-2021

- *Indicated bundled items/services
Initial and check box if Unilease. All Garments will be cleaned by customer
Date
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values

CUSTOMER:

Cintas Loc. No: 463 Please Sign Name
By: Duane Lapeyri Please Print Name
Title: Service Manager Please Print Title

CINTAS Corporation:

Accepted-GM: [Signature] Email

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement # R-BB-19002 in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.

Supplier General Service Terms Section

2. Prices: Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit B, "Merchandise & Pricing" at the prices set forth in Exhibit B. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement. This minimum charge does not apply to the sites that are utilizing hand sanitizer only.
3. Buyback of Non-Standard Garments: Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit B. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
4. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
5. Garments' Lack of Flame Retardant or Acid Resistant Features: Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
6. Logo Mats: In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
7. Adding Employees: Additional employees and Merchandise may be added to this Agreement at any time upon written request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit B. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems, as indicated in Exhibit B.
8. Emblem Guarantee: Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
9. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit B of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit B.
10. Terminating Employees: Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
11. Replacement: In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
12. Indemnification: To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.

13. Additional Items: Additional customer employees, products and services may be added to this Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured or by Customer for lack of appropriation of sufficient funds, as set forth in the **Government Addendum** executed contemporaneously herewith, Customer will pay to Company as termination charges and not as a penalty based upon the following schedule:

- If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.
- If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.
- If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.
- If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

14. A listing or current locations requesting service under this agreement is noted in the Multiple Location Contract Addendum attached and hereby incorporated as Exhibit C.

EXHIBIT B PRICE LIST
Effective 2/1/2021

Supplier/Item Number	Description	Price for weekly Lease (no cleaning)	Price for weekly rental (with cleaning)	L/R Charge	NEW RENTAL PRICE	NEW LEASE PRICE	NEW L/R PRICE
Garments							
205	Womens Comfort Work Shirt w Pocket 65/35 Poly Cotton	\$ 0.132	\$ 0.173	\$ 17.31	\$ 0.134	\$ 0.175	\$ 17.514
259	Pro-Knit Polo Shirts Moisture Wicking 100% Poly	\$ 0.173	\$ 0.234	\$ 20.36	\$ 0.175	\$ 0.237	\$ 20.604
268	Pro-Knit Tee Shirt 100% Poly	\$ 0.132	\$ 0.173	\$ 16.29	\$ 0.134	\$ 0.175	\$ 16.483
270	Comfort Work Cargo Pants 65/35 Poly Cotton	\$ 0.255	\$ 0.336	\$ 27.49	\$ 0.258	\$ 0.340	\$ 27.816
273	High Image Work Shirt 65/35 Poly Cotton	\$ 0.193	\$ 0.255	\$ 23.41	\$ 0.196	\$ 0.258	\$ 23.695
275	High Image Performance Polo Shirt 100% Microfiber Poly	\$ 0.255	\$ 0.346	\$ 28.50	\$ 0.258	\$ 0.350	\$ 28.846
280	Flame Resistant Jean	N/A	\$ 0.560	\$ 49.88	N/A	\$ 0.560	\$ 49.88
290	Flame Resistant Carpenter Jean	N/A	\$ 0.560	\$ 49.88	N/A	\$ 0.560	\$ 49.88
294	Flame Resistant Work Shirt	N/A	\$ 0.428	\$ 49.88	N/A	\$ 0.428	\$ 49.88
317	Food Service, Female Chef Coat, XS-XL	\$ 0.336	\$ 0.448	\$ 25.45	\$ 0.340	\$ 0.453	\$ 25.755
330	Cotton Work Shirt 100% Cotton	\$ 0.193	\$ 0.255	\$ 18.32	\$ 0.196	\$ 0.258	\$ 18.544
340	Cotton Work Pants 100% Cotton	\$ 0.255	\$ 0.346	\$ 23.92	\$ 0.258	\$ 0.350	\$ 24.210
366	High Image Jacket 65/35 Poly Cotton	\$ 0.265	\$ 0.356	\$ 45.81	\$ 0.268	\$ 0.361	\$ 46.360
370	Comfort Work Cargo Short 65/35 Poly Cotton	\$ 0.244	\$ 0.316	\$ 27.49	\$ 0.247	\$ 0.319	\$ 27.816
371	Flame Resistant Work Pant	N/A	\$ 0.428	\$ 44.79	N/A	\$ 0.428	\$ 44.79
374	Executive Dress Shirt 57/43 Poly Cotton	\$ 0.193	\$ 0.255	\$ 22.40	\$ 0.196	\$ 0.258	\$ 22.665
381	Carhartt 5 Pocket Jeans 100% Cotton	\$ 0.285	\$ 0.377	\$ 27.49	\$ 0.288	\$ 0.381	\$ 27.816
382	Carhartt Carpenter Jeans 100% Cotton	\$ 0.285	\$ 0.377	\$ 30.54	\$ 0.288	\$ 0.381	\$ 30.906
383	Carhartt Work Pants 100% Cotton	\$ 0.326	\$ 0.428	\$ 25.45	\$ 0.330	\$ 0.433	\$ 25.755
384	Carhartt Shirt 100% Cotton	\$ 0.255	\$ 0.336	\$ 25.45	\$ 0.258	\$ 0.340	\$ 25.755
390	Womens Fit Comfort Work Pant (slim)	\$ 0.204	\$ 0.275	\$ 21.38	\$ 0.206	\$ 0.278	\$ 21.635
391	Flame Resistant Coverall	N/A	\$ 0.896	\$ 85.51	N/A	\$ 0.896	\$ 85.51
394	Jean Pant 100% Cotton	\$ 0.214	\$ 0.295	\$ 20.36	\$ 0.216	\$ 0.299	\$ 20.604
395	Womens Fit Comfort Work Pant	\$ 0.204	\$ 0.275	\$ 21.38	\$ 0.206	\$ 0.278	\$ 21.635
517	Food Service, Chef Coat XS-XL	\$ 0.336	\$ 0.448	\$ 25.45	\$ 0.340	\$ 0.453	\$ 25.755
833	Food Processing Shirt White/Blue (no pockets, grippers) 65/35 Poly Cotton	\$ 0.122	\$ 0.173	\$ 13.74	\$ 0.124	\$ 0.175	\$ 13.908
865	Pleated Comfort Work Pants 65/35 Poly Cotton	\$ 0.204	\$ 0.275	\$ 22.40	\$ 0.206	\$ 0.278	\$ 22.665
912	Coverall 7.5 oz 65/35 Poly Cotton	\$ 0.193	\$ 0.255	\$ 30.54	\$ 0.196	\$ 0.258	\$ 30.906
925	White Lab Coat 80/20 Poly Cotton	\$ 0.183	\$ 0.244	\$ 25.45	\$ 0.185	\$ 0.247	\$ 25.755
935	Comfort Work Shirts 65/35 Poly Cotton	\$ 0.153	\$ 0.173	\$ 15.27	\$ 0.155	\$ 0.175	\$ 15.453
945	Comfort Work Pants 65/35 Poly Cotton	\$ 0.163	\$ 0.193	\$ 18.32	\$ 0.165	\$ 0.196	\$ 18.544
970	Lined Service Jacket 65/35 Poly Cotton	\$ 0.305	\$ 0.407	\$ 31.56	\$ 0.309	\$ 0.412	\$ 31.937
8841	Food Service Polo Shirt S-XL	N/A	N/A	N/A	N/A	N/A	N/A
66273	High Image Womens Work Shirt 65/35 Poly Cotton	\$ 0.193	\$ 0.255	\$ 23.41	\$ 0.196	\$ 0.258	\$ 23.695
66275	Womens High Image Performance Polo Shirt 100% Microfiber Poly	\$ 0.255	\$ 0.346	\$ 28.50	\$ 0.258	\$ 0.350	\$ 28.846
67627	Food Service, V-Neck Apron One Size	\$ 0.316	\$ 0.417	\$ 14.25	\$ 0.319	\$ 0.422	\$ 14.423
71125	Elastic Waist Chef Pants w Drawstring 65/35 Poly Cotton	\$ 0.255	\$ 0.326	\$ 26.47	\$ 0.258	\$ 0.330	\$ 26.786
82497	White Polyester Butcher Coat 100% Poly	\$ 0.193	\$ 0.255	\$ 24.43	\$ 0.196	\$ 0.258	\$ 24.725

EXHIBIT B PRICE LIST
Effective 2/1/2021

Supplier/Item Number	Description	Price for weekly Lease (no cleaning)	Price for weekly rental (with cleaning)	L/R Charge	NEW RENTAL PRICE	NEW LEASE PRICE	NEW L/R PRICE
82670	Chef Coat 65/35 Poly Cotton	\$ 0.183	\$ 0.244	\$ 23.41	\$ 0.185	\$ 0.247	\$ 23.695
NON-Garments							
1801	2x3 Spring Mat	\$ 1.53	\$ 52.94		\$ 1.545	\$ 53.571	\$ -
1802	3x5 Spring Mat	\$ 2.29	\$ 66.17		\$ 2.318	\$ 66.964	\$ -
6913	24 oz Synth Wet Mop	\$ 1.53	\$ 15.27		\$ 1.545	\$ 15.453	\$ -
7001	36" Microfiber Mop Head	\$ 0.46	\$ 12.22		\$ 0.464	\$ 12.363	\$ -
7116	12" Microfiber Mop Head	\$ 0.18	\$ 5.09		\$ 0.185	\$ 5.151	\$ -
7245	Microfiber Mop Handle	\$ 0.81	\$ 10.18		\$ 0.824	\$ 10.302	\$ -
9313	Moisturizing Soap Refill - 1000ml	\$ 2.04	N/A		\$ 2.060	N/A	
9314	Heavy Duty Soap Scrub Service - 1000ml	\$ 2.04	\$ 25.45		\$ 2.060	\$ 25.755	\$ -
9332	Antibacterial Gel Soap Service - 1000ml	\$ 1.53	\$ 25.45		\$ 1.545	\$ 25.755	\$ -
9581	Dual Chamber Mop Bucket	\$ 2.55	\$ 127.25		\$ 2.576	\$ 128.777	\$ -
9582	Pulse Mop	\$ 1.78	\$ 111.98		\$ 1.803	\$ 113.324	\$ -
10196	3x5 Traffic Mat	\$ 2.04	\$ 46.83		\$ 2.060	\$ 47.390	\$ -
843XX	3x5 Logo Mat	\$ 2.44	\$ 84.49		\$ 2.473	\$ 85.508	\$ -
84302	3x5 Safety Mat	\$ 3.31	\$ 66.17		\$ 3.348	\$ 66.964	\$ -
Head & Hand Protecton Program (signed addendum required)							
869320700	11" CLASS 00 RUBBER INSULATING GLOVES-YELLOW	\$ 2.15	\$ 56.24		\$ 2.174	\$ 56.919	\$ -
869320350	11" CLASS 00 RUBBER INSULATING GLOVES-BLACK	\$ 2.15	\$ 56.24		\$ 2.174	\$ 56.919	\$ -
754910300	ARC GUARD FR KNIT GLOVE	\$ 0.86	\$ 22.14		\$ 0.865	\$ 22.407	\$ -
869380000	10" LEATHER PROTECTORS	\$ 0.76	\$ 21.38		\$ 0.773	\$ 21.635	\$ -
601960600	CANVAS GLOVE BAG	\$ 0.58	\$ 21.38		\$ 0.587	\$ 21.635	\$ -
	SIZES AVAILABLE 8-12		\$ -			\$ -	
OPTIONAL HAND PROTECTION ITEMS							
869320150	11" CLASS 00 RUBBER INSULATING GLOVES-RED	\$ 2.15	\$ 56.24		\$ 2.174	\$ 56.919	\$ -
869330700	11" CLASS 0 RUBBER INSULATING GLOVES-YELLOW	\$ 2.30	\$ 62.64		\$ 2.328	\$ 63.389	\$ -
869330350	11" CLASS 0 RUBBER INSULATING GLOVES-BLACK	\$ 2.40	\$ 62.64		\$ 2.431	\$ 63.389	\$ -
869330150	11" CLASS 0 RUBBER INSULATING GLOVES-RED	\$ 2.30	\$ 62.64		\$ 2.328	\$ 63.389	\$ -
869350700	14" CLASS 2 RUBBER INSULATING GLOVES-YELLOW	\$ 4.51	\$ 123.08		\$ 4.564	\$ 124.553	\$ -
869350350	14" CLASS 2 RUBBER INSULATING GLOVES-BLACK	\$ 4.51	\$ 123.08		\$ 4.564	\$ 124.553	\$ -
869350150	14" CLASS 2 RUBBER INSULATING GLOVES-RED	\$ 4.51	\$ 123.08		\$ 4.564	\$ 124.553	\$ -

EXHIBIT B PRICE LIST
Effective 2/1/2021

Supplier/Item Number	Description	Price for weekly Lease (no cleaning)	Price for weekly rental (with cleaning)	L/R Charge	NEW RENTAL PRICE	NEW LEASE PRICE	NEW L/R PRICE
869390000	12" LEATHER PROTECTORS	\$ 0.90	\$ 24.48		\$ 0.907	\$ 24.777	\$ -
	INCREASED GLOVE TESTING FREQUENCY PER SET	\$ 1.02			\$ 1.030		
	HEAD PROTECTION PROGRAM						
601940000	CLEAR SAFETY GLASSES	\$ 0.102	\$ 4.07		\$ 0.103	\$ 4.121	\$ -
745030300	12 CAL PUREVIEW FACESHIELD	\$ 2.53	\$ 106.89		\$ 2.565	\$ 108.173	\$ -
745010000	MSA SLOTTED HARD HAT-WHITE	\$ 0.448	\$ 21.38		\$ 0.453	\$ 21.635	\$ -
823370200	12 CAL BALACLAVA-NAVY	\$ 0.356	\$ 17.31		\$ 0.361	\$ 17.514	\$ -
668940000	HARD HAT/FACE SHIELD KNIT BAG	\$ 0.346	\$ 15.56		\$ 0.350	\$ 15.742	\$ -
	OTHER CHARGES						
15	Service Charge						
15	NYC Service Charge						
106	Service Charge						
106	NYC Service Charge						
125	Make Up Charge Per Garment	\$ 1.53			\$ 1.545		
	Make Up/Emblems Waived on Install?						
	Minimum Stop Charge						
	NYC Minimum Stop Charge						
7329	Non-Standard Special Cut - Non-FRC	\$ 0.153			\$ 0.155		
5329	Non-Standard Special Cut - FRC COVERALL	\$ 0.153			\$ 0.155		
5330	Non-Standard Special Cut - FRC PTS/SHIRTS	\$ 0.153			\$ 0.155		
2	Uniform Advantage						
13	Premium Uniform Advantage						
14	Emblem Advantage						
7074	Prep (Makeup) Advantage						
8874	Mat Advantage						

PRICE LIST FOR DIRECT PURCHASE ITEMS

Effective 2/1/2021

ITEM #	Description	OMNIA Ceiling Price	NEW Ceiling Price
205	Womens Comfort Work Shirt W/Pocket 65/35/ Poly Cotton	\$21.98	\$22.24
259	Pro-Knit Polo Shirts Moisture Wicking 100% Poly	\$20.35	\$20.59
268	Pro-Knit Polo Shirts 100% Poly	\$16.48	\$16.68
270	Comfort WorkCargo Pant 65/35 Poly/Cotton	\$25.44	\$25.75
273	High Image Work Shirt 65/35 Poly/Cotton	\$27.48	\$27.81
275	High Image Performance Polo Shirt 100% Microfiber Poly	\$30.22	\$30.59
330	Cotton Work Shirt 100% Cotton	\$20.35	\$20.59
332	Cintas Woven Chambray	\$28.39	\$28.73
340	Cotton Work Pant 100% Cotton	\$22.39	\$22.65
366	High Image Jacket 65/35 Poly/Cotton	\$61.07	\$61.80
370	Comfort WorkCargo Short 65/35 Poly/Cotton	\$20.35	\$20.59
374	Executive Dress Shirt 57/43 Poly/Cotton	\$18.31	\$18.53
390	Womens Fit Comfort Work pant 65/35 Poly/Cotton (Slim Fit)	\$18.31	\$18.53
394	Jean Pant 100% Cotton	\$25.64	\$25.95
395	Womens Fit Comfort Work pant 65/35 Poly/Cotton	\$18.31	\$18.53
833	Food Processing Shirt White/Blue (no pockets, grippers) 65/35 Poly/Cotton	\$21.06	\$21.32
865	Pleated Comfort Work Pant 65/35 Poly/Cotton	\$18.31	\$18.53
912	Coverall 7.5 oz 65/35 Poly/Cotton	\$26.46	\$26.78
935	Comfort Work Shirt 65/35 Poly/Cotton	\$16.28	\$16.47
945	Comfort Work Pant 65/35 Poly/Cotton	\$18.31	\$18.53
970	Lined Service Jacket 65/35 Poly/Cotton	\$28.49	\$28.84
8723	Tecasafe Plus FR Coverall	\$112.68	\$114.03
36550	Baggy Chef Pant 65/35 Poly/Cotton	\$18.31	\$18.53
48480	Happy Chef Food Service, Chef Hat, Student (Beret)	\$5.08	\$5.14
59925	White Lab Coat 80/20 Poly/Cotton LS	\$15.26	\$15.44
60087	Carhartt FR Work Shirt	\$66.87	\$67.67
63869	Carhartt Canvas Jean	\$76.03	\$76.95
65375	ChefWorks Cool Vent Chef Coat 65/35 Poly Cotton LS	\$30.22	\$30.59
65493	Cintas Gripper Snap Polo	\$21.06	\$21.32
66273	High Image Womens Work Shirt 65/35 Poly/Cotton	\$27.48	\$27.81
66275	Womens High Image Performance Polo Shirt 100% Microfiber Poly	\$30.22	\$30.59

PRICE LIST FOR DIRECT PURCHASE ITEMS
Effective 2/1/2021

ITEM #	Description	OMNIA Ceiling Price	NEW Ceiling Price
70610	Carhartt FR Carpenter Jean	\$71.45	\$72.31
70644	UltraSoft FR Pant	\$48.55	\$49.13
74307	Carhartt Pocket Jeans 100% Cotton	\$39.39	\$39.86
74308	Carhartt Carpenter Jeans 100% Cotton	\$43.97	\$44.50
74309	Carhartt Work Pants 100% Cotton	\$48.55	\$49.13
82497	White Polyester Butcher Coat 100% Poly	\$25.64	\$25.95
82976	Cintas Bib Apron	\$5.08	\$5.14
100446	Happy Chef Food Service, Skull Cap, Flat Top-Chicago	\$7.12	\$7.20
106452	Cintas Classic Chef Coat	\$36.64	\$37.08
106943	Cintas Classic Che Coat Womens	\$36.64	\$37.08

Multiple Location Contract Addendum

This Multiple Location Contract Addendum ("Addendum") is effective as of the date of execution 09/15/2020 (hereinafter "Execution Date") between Cintas Corporation No. 2, a corporation organized and existing under the laws of the State of Oregon with its principal office located at 6800 Cintas Blvd., Mason, Ohio 45040, or any of its subsidiaries, successors and assigns, (hereinafter "Company") and Clackamas County organized and existing under the laws of the State of Oregon with its principal office located at 2051 Kane RD Oregon City OR, 97045 (hereinafter Customer), amends the existing agreement between Company and Customer 09/15/2020 ("Agreement").

Customer Sites Address List

- Clackamas County DSB Building: 150 Beaver creek RD Oregon City OR 97045
- Clackamas County Dog Services: 13141 SE Highway 212 Clackamas OR 97015
- Clackamas County Fleet Services: 902 Abernethy RD Oregon City OR 97045
- Clackamas County Roads Services: 902 Abernethy RD Oregon City OR 97045
- Clackamas Dental: 9775 SE Sunnyside RD STE 200 Clackamas OR 97015
- Kellogg Creek Wastewater: 11525 SE Mcloughlin BLVD Portland OR 97222
- Tri-City Wastewater Treatment: 15941 Agnes AVE Oregon City OR 97045

1. In the event of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of the Addendum shall control. Except as otherwise set forth in this Addendum, the Agreement shall remain in full force and effect.

COMPANY:

CUSTOMER: Clackamas County

CINTAS CORPORATION

x _____

BY: *Duane Lapeyri*

BY: _____

NAME: Duane Lapeyri

NAME: _____

TITLE: Service manager

TITLES _____

DATE: 7/28/2021

DATE: _____

*Required completion for any MLRA and/or MLA managed centrally,



Elizabeth Comfort
Finance Director, Interim

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

August 11, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

FEMA-4599-DR-OR Infrastructure Contract
For the 2021 Winter Ice Storm

Purpose/Outcome	Approval to accept a grant award from the State of Oregon, by and through the Oregon Military Department (OEM) for FEMA-4599-DR-OR Infrastructure for the 2021 Ice Storm.
Dollar Amount and Fiscal Impact	No dollar figure is committed at this time, but financial commitments will be made by OEM and FEMA.
Funding Source	Federal funding provided by FEMA and administered by Oregon Emergency Management (OEM)
Duration	The agreement will terminate when the projects associated with the event are complete.
Previous Board Action	N/A
Strategic Plan Alignment	N/A
County Counsel Review	Reviewed and approved by County Counsel ARN 8-11-21
Contact Person	Christa Bosserman-Wolfe, Deputy Finance Director 503-758-4839

BACKGROUND:

In February 2021, Clackamas County experienced the worst winter ice storm in the last 40 years. The County activated the Emergency Operations Center and began tracking costs for a FEMA event. Attached is an agreement, through the State of Oregon, to accept FEMA funding.

This agreement, provided by FEMA and administered by OEM, is issued under the authority of Presidential Major Disaster Declaration FEMA-4599-DR-OR. OEM will reimburse Clackamas County for eligible costs for the restoration of public facilities damaged from February 11, 2021, through February 15, 2021. FEMA will reimburse the County up to 75 percent of eligible costs. Clackamas County is required to cover the remaining 25 percent and this is considered matching funds for the agreement.

The agreement is an open-ended award amount and the value will be determined by FEMA through OEM. Based on expenditures to date, County Finance anticipates the total agreement to be approximately \$4.7 million dollars.

OEM has requested that Clackamas County return the attached formal contract as soon as possible.



Elizabeth Comfort
Finance Director, Interim

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

RECOMMENDATION:

Staff respectfully recommends that the Board of Commissioners accept this grant agreement.

Respectfully submitted,

Christa Bosserman-Wolfe
Deputy Finance Director

STATE OF OREGON
OFFICE OF EMERGENCY MANAGEMENT
INFRASTRUCTURE CONTRACT 4599-DR-OR

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM" and «Name» a political subdivision of the State of Oregon, hereinafter referred to as the "SUBRECIPIENT".

This Agreement shall be effective upon execution by the parties and receipt of any approvals required by law and shall terminate on the earlier of: (i) as provided in Section 17 of this Agreement, (ii) the end of the Agreement Period specified below or (iii) June 30, 2027.

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from the Severe Winter Storm from February 11, 2021 through February 15, 2021.

WHEREAS OEM is authorized by the 2021 FEMA-State Agreement for the Severe Winter Storm to execute on behalf of the State of Oregon all necessary documents for public assistance, including approval of sub-grants and certification of claims;

THEREFORE, the Parties mutually agree to the following:

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by OEM. Under the authority of Presidential Major Disaster Declaration FEMA 4599-DR-OR ("FEMA Declaration"), OEM is reimbursing the SUBRECIPIENT for those eligible costs and activities necessary for the repair and restoration of public facilities damaged during the period of February 11, 2021 through February 15, 2021, in the manner described herein and in accordance with the completed Project Worksheets sheets submitted by SUBRECIPIENT and approved by FEMA and OEM. The parties understand and agree that after the project(s) described in a Project Worksheet is reviewed and approved by FEMA and OEM and determined to be eligible for funding under the FEMA Declaration in terms of an eligible SUBRECIPIENT, project and amount, then the amount(s) set forth in the Project Worksheet will be transferred from FEMA to OEM for disbursement on a reimbursement basis as set forth in this Agreement. For any project(s) that SUBRECIPIENT seeks reimbursement for under the FEMA Declaration, SUBRECIPIENT shall obtain a completed, executed and approved Project Worksheet substantially in the form of the attached Exhibit B.

3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred on or subsequent to the incident period defined in the FEMA-State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion

of close out and audit, all as detailed in the applicable FEMA application and Project Worksheet. This period shall be referred to as the "Agreement Period."

4.0 CLOSE-OUT

It shall be the responsibility of OEM to issue close-out instructions to the SUBRECIPIENT upon completion of the project(s).

5.0 FUNDING

OEM will administer the disaster assistance program and reimburse any eligible costs for eligible projects to the SUBRECIPIENT which are identified under the auspices of the Presidential Major Disaster Declaration FEMA-4599-DR-OR and in the Project Worksheet. It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made as Project Worksheets are completed in the field and projects are authorized by state and federal officials. Each Project Worksheet that is completed, signed by FEMA and SUBRECIPIENT, and approved by OEM will constitute a new agreement that consists of the terms and conditions set forth in this Agreement and the completed Project Worksheet. OEM's obligation to disburse funds under this Agreement is contingent upon receipt of sufficient funds under the FEMA Declaration and sufficient appropriation, limitation, allotment or other expenditure authorization to make the disbursement.

The parties understand that FEMA will contribute 75 percent of the eligible project costs identified in the Project Worksheet for any eligible project, that a Subrecipient allowance may be made at the end of a project, subject to FEMA approval of documentation submitted by OEM and as provided for in subsection 3 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement.

The SUBRECIPIENT will commit and is responsible for providing the required 25 percent match to any eligible project costs identified in the Project Worksheet.

6.0 PAYMENTS

OEM, using funds granted for the purposes of the Presidential Major Disaster Declaration from FEMA and allocated by FEMA pursuant to the applicable Project Worksheet, shall issue payments to the SUBRECIPIENT as follows:

1. Small Projects:
 - a) Small Projects are eligible for funding up to an amount designated by FEMA as provided in 44 CFR 206.205(a). For FEMA-4599-DR-OR, that amount is \$132,800.
 - b) Payments are made for all small projects to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request to OEM, and the subsequent approval by OEM.
2. Large Projects
 - a) Large Projects are eligible for funding in excess of the amount allowed for initial approval, as provided in 44 CFR 206.205(b).
 - b) Partial Payments: Partial payment of funds for costs already incurred on large projects may be made to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request, with appropriate supporting documentation, to OEM, upon approval by OEM.

- c) Final Payment: Final payment will be made upon submission by the SUBRECIPIENT of CERTIFICATION OF LARGE PROJECT COST, completion of project(s), completion of all final inspections by OEM, and final approval by FEMA. Final payment may also be conditioned upon a financial review, if determined necessary by OEM or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.

All payment requests shall be made on a State of Oregon Disaster Assistance Payment Request Form to OEM, which references the appropriate Project Worksheet (PW), and appropriate documentation as required.

3. Funding shall not exceed the total federal contributions eligible for the repair and restoration costs under this Presidential Major Disaster Declaration FEMA-4599-DR-OR and the amount(s) approved in the applicable PW. On Large Projects, OEM reserves the right to make any inspection prior to release of any payment or at any time during the duration of this Agreement.

7.0 RECORDS MAINTENANCE

The SUBRECIPIENT shall maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by OEM personnel, other personnel duly authorized by OEM, the Secretary of State's Audits Division or the United States Inspector General. The SUBRECIPIENT will retain all books, records, documents, and other material relevant to this Agreement for six years after date of final payment, or an extended period as established by FEMA in 2 CFR § 200.334.

8.0 PROPERTY/EQUIPMENT MANAGEMENT AND RECORDS CONTROL AND RETENTION OF RECORDS and REPORTING

1. Property/Equipment Management and Records Control. The Subrecipient agrees to comply with all requirements set forth in 2 CFR §200.313 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the requirements set forth in 2 CFR §200.313, 314 and 330, and the following requirements:
 - a. All property/equipment purchased under this agreement, whether by the Subrecipient or a subcontractor, will be recorded and maintained in the Subrecipient's property/equipment inventory system.
 - b. The Subrecipient shall maintain property/equipment records that include: a description of the property/equipment, the manufacturer's serial number, model number, or other identification number, the source of the property/equipment, including the, Project Worksheet number, Catalog of Federal Assistance Listing / CFDA number, who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost, the location, use and condition of the

property/equipment, and any ultimate disposition data including the date of disposition and sale price of the property/equipment.

- c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
 - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property/equipment. Any loss, damage or theft shall be investigated.
 - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
 - f. If the Subrecipient is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
 - g. The Subrecipient shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants and the Subrecipients who receive pass-through funding from this grant agreement.
2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the FEMA Public Assistance program shall vest in the Subrecipient agency that purchased the property/equipment, except as may be provided in 2 CFR §200.313.

9.0 AUDITS

If Subrecipient expends \$750,000 or more from all federal funding sources during its fiscal year, Subrecipient must submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of Government and Accountability Office's (GAO) Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200.f. The SUBRECIPIENT is to procure, at its own cost, audit services based on the following guidelines:

As applicable, the SUBRECIPIENT must ensure the audit is performed in accordance with Generally Accepted Accounting Principles and Generally Accepted Government Auditing Standards developed by the Comptroller General; and all state and federal laws and regulations governing the program.

The SUBRECIPIENT must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name (OEM), program name, federal catalog number (Federal Listings number-97.036), total award amount, beginning balance, current year revenues, current year expenditures and ending balance. With the submission and completion of each Project Worksheet OEM is required by 2 CFR 200.331 (pursuant to FEMA Public Assistance Program Interim Guidance on 2 C.F.R. Part 200) to complete the information set forth in Exhibit A to this Agreement. SUBRECIPIENT shall submit with each Project

Worksheet any information requested by OEM that is necessary to accurately complete Exhibit A.

The SUBRECIPIENT shall maintain records and accounts in such a way as to facilitate OEM's audit requirements and shall ensure that Subcontractors also maintain records which are auditable. The SUBRECIPIENT is responsible for any audit exceptions incurred by itself or by its Subcontractors. OEM reserves the right to recover from the SUBRECIPIENT disallowed costs resulting from the final audit.

The SUBRECIPIENT shall send the audit report to OEM's Project Administrator as soon as it is available, but no later than nine months after the end of the SUBRECIPIENT's fiscal year in which SUBRECIPIENT receives any funds under this Agreement. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The SUBRECIPIENT will respond to OEM's requests for information or corrective action concerning audit issues within 30 days of the request.

The SUBRECIPIENT shall include these requirements in any subcontracts.

10.0 RECOVERY OF FUNDS

In the event that the SUBRECIPIENT fails to complete the project(s), fails to expend or is overpaid federal funds in accordance with federal or state disaster assistance laws or programs, or is found by audit or investigation to owe funds to the State or to FEMA, OEM reserves the right to recapture funds in accordance with federal or state laws and requirements. Repayment by the SUBRECIPIENT of funds under this recovery provision shall occur within 30 days of demand. In the event that OEM is required to initiate legal proceedings to enforce this recovery provision, OEM shall be entitled to its costs thereof, including reasonable attorney fees.

The SUBRECIPIENT shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further the SUBRECIPIENT shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the SUBRECIPIENT obtains recovery from a responsible party, the SUBRECIPIENT shall first be reimbursed its reasonable costs of litigation from such recovered funds. The SUBRECIPIENT shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

11.0 CONFLICT OF INTEREST

The SUBRECIPIENT will prohibit any employee, governing body, contractor, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244. In addition, SUBRECIPIENT must disclose in a timely manner and in writing to OEM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the funds provided under this Agreement as provided in 2 CFR § 200.113.

12.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

13.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, is not assignable or delegable by the SUBRECIPIENT either in whole or in part.

14.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that the SUBRECIPIENT subcontracts for engineering services, the SUBRECIPIENT shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's subcontract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with the SUBRECIPIENT for the benefit of the SUBRECIPIENT of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the subcontract shall constitute a material breach of the subcontract and cause for subcontract termination. The SUBRECIPIENT shall cause the subcontractor to provide it with a 30-day notice of cancellation issued by the insurance company.

15.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR 206.206, the SUBRECIPIENT may appeal any determination previously made related to the federal assistance for the SUBRECIPIENT. The SUBRECIPIENT's appeal shall be made in writing and submitted to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the SUBRECIPIENT's position.

Upon receipt of a SUBRECIPIENT's appeal, OEM will review the material submitted, make such additional investigations as necessary, and shall forward the appeal with a written recommendation to FEMA within 60 days. Within 90 days following receipt of the appeal, FEMA shall advise OEM, in writing, as to the disposition of the appeal or the need for additional information. If the decision is to grant the appeal, then FEMA will take the appropriate implementing action.

16.0 GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OEM and SUBRECIPIENT that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

17.0 TERMINATION

1. Except as otherwise provided in this Agreement, either party may terminate this Agreement (which includes the applicable Project Worksheet(s)) upon giving thirty (30) days written notice to the other party. In the event of termination of this

Agreement, each party shall be liable only for project costs and allowable expenses incurred by the other party, prior to the effective date of termination.

2. OEM may terminate all or part of this Agreement or may change the project specifications set forth in a Project Worksheet if there is a reduction in federal funds which are the basis for this Agreement, and OEM approves the reduction.
3. OEM may terminate this Agreement, in whole or in part, immediately upon written notice to SUBRECIPIENT, or at such later date as OEM may establish in such notice, if SUBRECIPIENT commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement. In its notice, OEM may permit SUBRECIPIENT an opportunity to cure the breach, default or Failure in such time and on such terms as OEM may specify in such notice.

18.0 WAIVERS

The failure of OEM to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

19.0 INDEMNIFICATION

To the extent permitted by any constitutional and statutory limitations applicable to SUBRECIPIENT, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, the SUBRECIPIENT shall, as required by ORS 401.178, indemnify, defend, save and hold harmless the United States and its agencies, officers, employees, agents and members, and the State of Oregon and its agencies, officers, employees, agents and members, from and against all claims, damages, losses, expenses, suits or actions of any nature arising out of or resulting from the activities of SUBRECIPIENT, its agencies, officers, employees, agents, members, contractors or subcontractors under this Agreement.

20.0 SUBRECIPIENT ASSURANCES

SUBRECIPIENT represents and warrants to OEM as follows:

1. SUBRECIPIENT is political subdivision of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. This Agreement has been duly authorized, executed and delivered on behalf of Subrecipient and constitutes the legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms.
3. The SUBRECIPIENT hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 18 and 206, and Subchapters B, C and D; 2 CFR Part 200 (including Appendix II); the Oregon State Public Assistance Administrative Plan DR4258; Wages, Hours and Records Laws (ORS Chapter 652) Minimum

Wages; Employment Conditions; Minors (ORS Chapter 653) and Unemployment Insurance Laws (ORS Chapter 657).

4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. The SUBRECIPIENT will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.
6. The SUBRECIPIENT will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. SUBRECIPIENT will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other federal and state environmental laws.
7. The SUBRECIPIENT will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. The SUBRECIPIENT will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement (as required by Executive Orders 11246, 11375, 41 CFR Part 60-1.4(b), the provisions of which are incorporated herein by reference). A violation of this provision is a material breach and cause for termination under Section 17.0 of this Agreement.
10. The SUBRECIPIENT shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.
11. Reserved
12. The SUBRECIPIENT and its contractors, subcontractors and other employers providing work, labor or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including SUBRECIPIENT, that employ subject workers who work under this Agreement 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. Contractor shall ensure that each of its

Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

13. Reserved

14. Reserved

15. Subrecipients will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5).

16. Notice of awarding agency requirements and regulations pertaining to reporting.
– Reporting requirements: The Subrecipient will submit a Quarterly Project Status Report (OEM Form) on all Large projects to OEM on a 3-month interval. OEM will submit quarterly progress reports to FEMA that will contain the status of all large projects that have not received final payment. The first quarterly report will be submitted on a quarterly schedule mutually agreed upon between FEMA and OEM. Quarterly reports after that date will be due in OEM by July 15, October 15, January 15 and April 15.

17. Subrecipient will comply with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401 *et seq.*), section 508 of the Clean Water Act (33 U.S.C. 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1.1 *et seq.*).

18. Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conversation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

OEM makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

22.0 ACKNOWLEDGMENTS

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to the project in any release or other publication developed or modified for, or referring to the project.

23.0 INSURANCE

The SUBRECIPIENT will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

24.0 SEVERABILITY

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

25.0 HEADINGS

The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

26.0 AGREEMENT ADMINISTRATION

The Parties' representatives for purposes of this Agreement are:

For SUBRECIPIENT:

Christa Bosserman-Wolfe
Deputy Finance Director
2051 Kaen Rd
Oregon City, OR 97045
Phone: (503) 758-4839
Fax: (503) 742-5401

For OEM:

Stanton E Thomas
Alternate Governor's Authorized Representative
Office of Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
Phone: (503) 378-3181
Fax: 503-373-7833

Notices under this Agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

27.0 ENTIRE AGREEMENT

This Agreement, when combined with one or more completed Project Worksheets, sets forth the entire agreement between the parties with respect to the subject matter hereof. Except for the completion of Project Worksheets, any additional terms and conditions imposed by the Federal Emergency Management Agency or OEM will be incorporated into a written amendment to this Agreement. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement with completed Project Worksheets or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the

terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, OEM and the SUBRECIPIENT have executed this Agreement as of the date and year written below.

Stanton E. Thomas, Alternate GAR
Office of Emergency Management
Date:

Subrecipient Signature
Printed Name:
Title:
Date:

APPROVED
FOR LEGAL SUFFICIENCY

SUBRECIPIENT - PLEASE PRINT THE
FOLLOWING TO EXPEDITE PROCESSING

Sam Zeigler
Assistant Attorney General
By Email
DATE: 12/1/20

Federal Tax ID No. (TIN): 93-6002286

DUNS #: 096992656

Organization: Clackamas County

Office of Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
CFDA: 97.036

Address: 2051 Kaen Rd, Oregon City, OR 97045

Phone: 503-655-8581



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to Approve Amendment Number 1 to the Intergovernmental Agreement with North Clackamas County School District (NCSD)

Purpose/Outcome	Amendment Number 1 provides one additional Sheriff's Deputy to serve as an SRO at Adrienne C. Nelson High School.
Dollar Amount and Fiscal Impact	The total estimated cost for 1 Deputy to serve as an SRO for the 2021-2022 school year is \$144,124.00, including salary and benefits, overtime, uniform and equipment costs, and vehicle fuel and maintenance costs. Additionally, NCSD will pay a one-time training and recruitment cost for the additional SRO Deputy totaling \$89,247.73.
Funding Source	NCSD is the source of funding under this agreement.
Duration	The Intergovernmental agreement terminates on December 31, 2024.
Strategic Plan Alignment	Furtheres the Board of County Commissioners' strategic priority of ensuring safe, healthy, and secure communities.
Previous Board Action/Review	The Board of County Commissioners approved the initial Intergovernmental Agreement with NCSD on November 11, 2020.
Counsel Review	Andrew Naylor via email July 12, 2021
Contact Person	Nancy Artmann – 503-785-5012
Contract No.	None

BACKGROUND:

Funds from NCSD are utilized to assign SROs to promote safety in and around designated high schools by using crime prevention strategies geared towards student behavior. The SROs work collaboratively with school staff, administrators, and community stakeholders to provide guidance, mentoring, and connection to resources to resolve concerns affecting youth and their security.

RECOMMENDATION:

Staff recommends the approval of Amendment Number 1 of the intergovernmental agreement.

Respectfully submitted,

Angela Brandenburg
Sheriff



AMENDMENT #1

- 1. This is Amendment No. 1 to the Contract (as amended from time to time the "Contract") signed November 11, 2020 between North Clackamas School District, hereafter called "Agency," and Clackamas County, hereafter called "County."
- 2. The Contract is hereby amended as follows (new language is indicated by **bold and underlining** and deleted language is indicated by ~~strikethrough~~):

RECITALS

The Agency has requested, and the County has agreed, that the County provide sheriff deputies ("Deputy") who will act as a school resource officer ("SRO") to work in Clackamas, ~~and~~ Rex Putnam, **and Adrienne C. Nelson** High Schools.

Exhibit A

3. Agency Policies and Training

3.1 Training. The SRO will participate in training as identified by the Agency which may include the same, "Public School Work" courses (30-40 minutes in duration) required of Agency staff, along with training covering equity, trauma-informed care, and restorative justice. **County will invoice Agency for costs associated with training based on the deputy's actual time and effort. Overtime rates will be applicable for training activities exceeding 40 hours weekly.**

Exhibit B - Compensation is replaced in its entirety and updated per new **Exhibit B-1**, attached and incorporated by reference.

- 3. Except as expressly amended above, all other terms and conditions of original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

North Clackamas School District

Clackamas County

Name Kerensa Mauck

Name _____

Title Director of Business Operations

Title _____

Signature _____

Signature _____

Date _____

Date _____



Exhibit B-1
COMPENSATION

BILLING FOR THE SERVICES OF THE SRO

I. Compensation & Invoices

During the 2021-22 academic year, the North Clackamas School District (NCSD) will compensate the Clackamas County Sheriff's Office (CCSO) as described by the calculations listed in Section II and Section III. The compensation rate will be adjusted to reflect current rates for each subsequent year remaining in the term of this agreement. A revised compensation schedule will be provided to NCSD prior to the beginning of the given school year.

The Clackamas County Sheriff's Office agrees to bill NCSD each month. NCSD agrees to pay each invoice within 30 days of receipt.

II. Estimated Cost per Deputy

The estimated cost per each Deputy Sheriff serving as a School Resource Officer is as follows:

Estimated Salary and Benefits:	\$136,452
Estimated Overtime:	\$5,100
Uniform & Equipment Costs:	\$2,484
<u>Share of Vehicle Fuel & Maintenance</u>	<u>\$4,869</u>
Total Estimated Cost per Deputy	\$144,124

The rate reflected is based upon a 1.0 full-time equivalent position. Cost will be reconciled each quarter based upon the actual salary and benefits of the Deputy and actual hours worked during the month.

III. Training and Recruitment Costs

CCSO will invoice NCSD \$89,247.73 for Deputy recruitment and training costs associated with adding one additional SRO position to the Adrienne C. Nelson High School. Training and recruitment are a one-time cost and will not be applicable in future academic years unless NCSD requests additional SRO positions.



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #3 with DePaul Industries to provide Security Services for Justice Court, Juvenile and Circuit Court

Purpose/ Outcomes	Execution of Amendment #3 between DePaul Industries and Justice Court, Juvenile and Circuit Court for uniformed entrance screening personnel to enhance security at the Clackamas County Courts.
Dollar Amount and Fiscal Impact	The original Contract amount was \$500,000. Amendment #2 added \$560,676.60. Amendment #3 adds \$588,500.16. The total Contract compensation is \$1,649,176.76.
Funding Source	Sheriff's Office and Justice Court general fund
Duration	Amendment execution through June 30, 2022
Previous Board Action	October 24, 2019, the Board approved the original Contract.
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Ensure safe, healthy, and secure communities
Procurement Review	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
Counsel Review	Reviewed Date: 07/28/2021 ARN
Contact Person	Lt. Kevin Thies, CCSO Civil Division 503.655.8556

BACKGROUND:

The Clackamas County Sheriff's Office originally requested this Contract for security screening personnel for entrance security checkpoints at the County Courthouse, Holman Building, Justice Court, and the Juvenile Building during the facilities' hours. The screening procedures are part of the "Security Improvement Project" undertaken by the County in 1993.

Annually, the Department of Administrative Services (DAS) negotiates the hourly rates with DePaul. The hourly rates have increased from \$23.27 to \$27.54 since inception. Generally, the number of hours used by the three Court systems is unchanged.

Funding in past years, Juvenile and County Courthouse were non-departmental funding. This current fiscal year, the expense has been added to Sheriff's Office funding.

Procurement Process:

This contract was procured using the State of Oregon Qualified Rehabilitation Facility (QRF) in accordance with ORS 279.835 through 279.855. Clackamas County must contract with qualified non-profit agencies for services when available. This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment. Amendment #3 is a 117% increase to the original Contract.

RECOMMENDATION:

Staff respectfully recommends that the Board approve and execute Amendment #3 with DePaul Industries.

Respectfully submitted,



Jenna Morrison
Chief Deputy

Placed on the BCC Agenda _____ by Procurement and Contract Services

**AMENDMENT #3
TO THE CONTRACT DOCUMENTS WITH DEPAUL INDUSTRIES INC
FOR SECURITY SERVICES FOR COUNTY COURTHOUSE
Contract #1786**

This Amendment #3 is entered into between **DePaul Industries Inc.** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **October 24, 2019** (“Contract”).

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

1. Section 1. **Work Order Contract Term**, is hereby amended as follows: The Contract termination date is hereby changed from June 30, 2021 to **June 30, 2022**. County and Contractor acknowledge that Work may have been performed after June 30, 2021. By execution of this Amendment #3, the County hereby approves and ratifies Work performed in accordance with the terms of the Contract after June 30, 2021. All previously performed Work is and remains subject to the terms and conditions of the Contract. The County reserves all rights, remedies, claims, and causes of action it may have with respect to previously performed Work.

2. Exhibit A, **Compensation**, is hereby amended as follows: County agrees to compensate Contractor for performing the additional security services Work for entrance checkpoints at the County Courthouse, Holman Building, Justice Court and the Juvenile Building for the FY 2021/2022. Hourly rates effective 6/1/2021 are defined below:

Position	Previous Hourly Rate	New Hourly Rate
Facility Entrance Screening Officer	26.27	27.54
Supervisory Time	32.27	33.84

The additional compensation authorized under this Amendment #3 is as follows:

	Per Month	Per FY
County Circuit Court	\$30,120.00	\$361,440.00
Justice Court	\$9,216.72	\$110,600.64
Juvenile Court	\$9,704.96	\$116,459.52

The additional Compensation shall not exceed **\$588,500.16** and the total Contract compensation shall not exceed \$1,649,176.76.

ORIGINAL CONTRACT	\$ 500,000.00
AMENDMENT #1	Hourly compensation change
AMENDMENT #2	\$ 560,676.60 + Time
AMENDMENT #3	\$ 588,500.16 + Time
TOTAL AMENDED CONTRACT	\$ 1,649,176.76

SIGNATURE PAGE FOLLOWS

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.

DePaul Industries Inc.

Digitally signed by:
Larry Welty 7/26/2021
Authorized Signature Date

Larry Welty
Printed Name

Clackamas County

Chair

Recording Secretary Date

Approved as to form

Digitally signed by Andrew
Naylor
Date: 2021.07.28 11:12:13 -07'00' 7-28-2021
Andrew Naylor

County Counsel Date



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

August 17, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an Intergovernmental Agreement with Clackamas Community College for 2021-2022 GED classes at the Clackamas County Jail

Purpose/Outcome	Clackamas Community College will provide 304 instructional hours at the Clackamas County Jail to adults in custody working toward their GED
Dollar Amount	\$29,650.00
Funding Source	The funds to cover this expense are budgeted within the Clackamas County Sheriff's Office Jail Operations and the Jail Levy budgets
Duration	The agreement terminates on June 30, 2022
Strategic Plan Alignment	Provides education services to adults in custody so they can prepare for release and become productive members of society
Previous Board Action/Review	The Board of County Commissioners has approved similar requests in prior fiscal years
Counsel Review	AN 8/9/2021
Contact Person	Captain Lee Eby – (503) 722-6760
Contract No.	None

BACKGROUND:

This Intergovernmental Agreement provides valuable education services to those housed at the Clackamas County Jail by providing instructional hours for those working toward a GED.

RECOMMENDATION:

Clackamas County Sheriff's Office staff recommends the Board of County Commissioners approve and sign this Intergovernmental Agreement with Clackamas Community College.

Respectfully submitted,

Angela Brandenburg
Sheriff

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS COMMUNITY COLLEGE AND CLACKAMAS COUNTY SHERIFF'S OFFICE
FOR EDUCATIONAL SERVICES AND SKILLS DEVELOPMENT – GED COURSES**

This Intergovernmental Agreement ("Agreement") is entered into by and between CLACKAMAS COMMUNITY COLLEGE, an Oregon municipal corporation ("College"), and CLACKAMAS COUNTY, a political subdivision of the State of Oregon, by and through the Sheriff's Office ("CCSO"), collectively referred to as the "Parties" and individually as "Party."

RECITALS

Whereas, Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, both College and the CCSO desire to jointly plan, promote, and sponsor programs for inmates in the Clackamas County jail and;

WHEREAS, CCSO desires to engage the college to render specific educational services to assist inmates with skills development geared towards attaining a certificate of General Education Development (GED);

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants of the parties set forth in this agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. SCOPE OF WORK AND AGREEMENT DOCUMENTS. College agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work"). The Agreement documents shall consist of, and any conflicts shall be resolved in the following priority.

- a. This Intergovernmental Agreement;
- b. The exhibit(s) to this Agreement

2. Term. This Agreement shall be effective upon receipt of signatures from all parties until not later than June 30, 2022.

3. Consideration. CCSO agrees to pay College, from available and authorized funds, a sum not to exceed twenty-nine thousand and six hundred fifty dollars (\$29,650.00) for accomplishing the Work required by this agreement. Costs associated with the delivery of services are directly related to an hourly wage, plus taxes and benefits, for the instructor during the term of this Agreement.

4. Payment. College will invoice CCSO in writing for services delivered each term. College will bill CCSO in writing for GED2014 ® fees associated with individual testing needs during the agreement term. Payment shall be due within thirty (30) days of receipt of invoice.

5. Representations and Warranties.

- a. College Representations and Warranties: College represents and warrants to County that College has the power and authority to enter into and perform this agreement, and this agreement, when executed and delivered, shall be a valid and binding obligation of college enforceable in accordance with its terms.
- b. CCSO Representations and Warranties: CCSO represents and warrants to college has the power and authority to enter into and perform this agreement, and this agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- c. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- a. Either party may terminate this agreement in full, or in part, at any time if that party (the "terminating party") has determined, in its sole discretion, that the other party has failed to comply with the conditions of this agreement and is therefore in default (the "defaulting party"). The terminating party shall promptly notify the defaulting party in writing of that determination and document such default as outlined herein. The defaulting party shall have thirty (30) days to cure the default described by the terminating party. If the defaulting party fails to cure the default within such thirty (30) day period, then this agreement shall terminate ten (10) days following the expiration of such thirty (30) day period.
- b. Either party may terminate this agreement in the event it fails to receive expenditure authority sufficient to allow the terminating party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or the terminating party is prohibited from paying for such work from the planned funding source.
- c. Either party may terminate this Agreement at any time upon thirty (30) days' written notice to the other party.
- d. CCSO or College 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. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

7. Indemnification.

- a. College, to the maximum extent permitted by law and subject to the limits of the Oregon Tort Claims Act (ORS Chapter 30) and the Oregon Constitution, shall defend, indemnify, and save harmless CCSO and CCSO's officers, employees, and agents from and against any liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from College's negligent acts or omissions.
- b. CCSO, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act (ORS Chapter 30) and the Oregon Constitution, shall defend, indemnify, and save harmless College and College's officers, employees, elected officials, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from CCSO's negligent acts or omissions.

8. Insurance. Each party shall maintain insurance levels or self-insurance in accordance with ORS 30.282 for the duration of this agreement at levels necessary to protect against public body liability as set forth in ORS 30.270. In addition, each party shall ensure that any contracts it enters into with third party contractors to perform obligations under this agreement shall include both parties and each party's officers, elected officials, employees, and volunteers as additional insureds evidenced by an endorsement and a certificate of insurance.

9. Compliance with Applicable Law. Both Parties shall comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations. All provisions of law required to be a part of this agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this agreement.

10. Assignment. No party may assign any of its rights or responsibilities under this agreement without prior written consent from the other party, except that a party may delegate or subcontract for performance of any of its responsibilities under this agreement.

11. 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.

12. Notices. Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. 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:

College: Stephanie Murphy
19600 Molalla Ave
Oregon City, OR 97045
Stephanie.murphy@clackamas.edu
Phone: 503-594-3392

County: Captain Lee Eby
2223 Kaen Rd.
Oregon City, OR 97045
Phone: 503-722-6760

13. Oregon Law and Forum. This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between CCSO and College that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by CCSO of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. College, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

14. Non-Exclusive Rights and Remedies. Except as otherwise expressly 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.

15. Access to Records. College shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. College shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, College shall permit the CCSO’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.

16. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

17. Severability. If any covenant or provision of this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.

18. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations relating to the Colton Fire District Training Program. No waiver, consent, modification, amendment, or other change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

19. Force Majeure. Neither College nor CCSO shall be held responsible for delay, default, or termination of agreement caused by any contingency beyond their normal control, including, but not limited to fire, terrorism, riot, acts of God, or war (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction or requirements of governmental agencies.

20. No Third-Party Beneficiary. College and CCSO are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

21. Confidentiality. College acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by the college or its employees or agents in the performance of this agreement shall be deemed confidential information of CCSO ("Confidential Information"). College agrees to hold Confidential Information in strict confidence, using at least the same degree of care that college 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 agreement.

22. Survival. All provisions in sections 7, 13, 14, 15, 16, 17, 18, 20, 21, 22, and 25, shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.

23. 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.

24. Counterparts; Facsimile Execution. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals. Facsimile or email signatures shall operate as original signatures with respect to this agreement.

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

IN WITNESS WHEREOF, the following individuals hereby certify that they are authorized representatives of the parties and duly authorized by law to bind the principals by printing their names and affixing their signatures hereto.

Clackamas Community College

By:

Alissa Mahar, Vice President  Digitally signed by Alissa Mahar, Vice President
Date: 2021.08.11 12:14:07 -07'00'

Signature

Alissa Mahar VP of College Services
Printed Name & Title

8/11/2021
Date

Clackamas County Sheriff's Office

By:



Signature

Angela Brandenburg - Sheriff
Printed Name & Title

8/11/2021
Date

Clackamas County Board of Commissioners

By:

Signature

Printed Name & Title

Date

EXHIBIT A
SCOPE OF WORK

College will provide the following:

- a. Provide GED courses time in the Clackamas County jail four days per week each term, for four terms, which will total 304 hours of instructional hours during the term of the Agreement.
- b. Recruit and hire qualified instructors to teach the classes.
- c. Maintain a supervisory role for instructors and staff who shall at all times remain employee(s) of the college. Instructors are solely the employees of College.
- d. Confirm with CCSO the class schedule before the start of each college term.
- e. Provide Worker's Compensation and General Liability insurance coverage for instructors. Certificates of Insurance shall be provided upon request.

CCSO will:

- a. Provide appropriate facilities for classes to be held.
- b. Appoint a liaison to work with College on implementing and coordinating the services.
- c. Notify College, in a timely manner, of any changes or conflicts with regularly scheduled classes.
- d. Assist with participant registration for classes according to College policies and procedures and calendar deadlines.

College and CCSO Agree:

- a. It is the preference of both parties that instructors assigned to work under this Agreement be fully vaccinated against COVID-19. Instructors who do not wish to become vaccinated or show proof of full vaccination may be denied access to the facility at the discretion of CCSO.



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

August 19, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with Clackamas Education Service District (ESD) to Provide Education and Vocational Opportunities for At-Risk Youth

Purpose/Outcomes	Clackamas ESD will contribute funding towards the cost of an employee of the Clackamas County Juvenile Department (CCJD) to provide services through the Youth Workforce Innovation and Opportunity Act (WIOA) to at least 32 youth who may be identified as at-risk or experiencing barriers to education and/or employment.
Dollar Amount and Fiscal Impact	Clackamas ESD will provide funding in the sum of \$43,000 through June 30, 2022. General funds dollars will fund the balance of the CCJD staff position.
Funding Source	Clackamas Education Service District and County General Fund
Duration	Effective through June 30, 2022
Previous Board Action	IGA for 2016-17 fiscal year: June 29, 2016, Agenda Item G.2.; IGA for 2017-18 fiscal year: June 22, 2017, Agenda Item E.1.; IGA for 2018-19 fiscal year: June 12, 2018, Agenda Item E.2.; IGA for 2019-20 fiscal year: July 11, 2019 Agenda Item H.3; IGA for 2020-21 fiscal year: September 10, 2020 Agenda Item F.1.
Strategic Plan Alignment	1. The purpose of the Positive Youth Development Program is to provide skill building opportunities, competency development, and community connection services to youth so they can experience positive change, and demonstrate skills to successfully transition to adulthood. 2. Ensure safe, healthy and secure communities.
Counsel Review	July 1, 2021 Counsel Initials: JM
Procurement Review	Was the item processed through Procurement? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no This item is an IGA.
Contact Person	Ed Jones, Juvenile Dept. Administrative Services Manager – 503-650-3169

Contract No.	N/A
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BACKGROUND:

For the past nine years the Clackamas County Juvenile Department (CCJD), Oregon Youth Authority, and Clackamas ESD have worked cooperatively to fund a staff position and flexible funding for youth which provides educational and vocational opportunities. Services provided include adult mentoring; alternative secondary school offerings or dropout recovery services; comprehensive guidance and counseling including drug and alcohol abuse counseling; supportive services; tutoring, study skills training and dropout prevention; paid and unpaid work experiences; occupational skills training; financial literacy education; entrepreneurial skills training; services that provide labor market and employment information; activities that help youth prepare for transitions to post-secondary education and training; leadership development opportunities; and follow up services.

For the 2021-22 fiscal year Clackamas ESD and the CCJD are requesting to enter into an Intergovernmental Agreement describing the services to be provided and the funding being contributed towards the full-time position.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement.

Respectfully submitted,



Christina L. McMahan, Director
Juvenile Department

For more information on this issue or copies of attachments, please contact Tiffany West at 503-650-3162

Intergovernmental Agreement
Clackamas ESD/ Clackamas County Juvenile Department
Youth Workforce Innovation and Opportunity Act (WIOA) Services

THIS AGREEMENT, made and entered into this 1st day of July, 2021, by and between the CLACKAMAS EDUCATION SERVICE DISTRICT, hereinafter referred to as "CESD," and Clackamas County Juvenile Department hereinafter referred to as the "Partner Program." As used in this Agreement, CESD is defined as the agency whose responsibility is the planning, coordination, and support of comprehensive workforce development services for WIOA eligible youth in Clackamas County, under the Workforce Innovation and Opportunity Act (WIOA). The Partner Program is defined as the setting in which the workforce development services are implemented and delivered.

WHEREAS, both parties deem it advantageous to provide a workforce development program for youth who may be identified as at-risk or experiencing barriers to education and/or employment, and who can be most appropriately served in a Partner Program setting. The parties agree to meet the Federal Workforce Innovation and Opportunity Act (WIOA) requirements and Performance Standards, CESD and the C-TEC Youth Services program requirements.

The Partner Program will receive a total of \$43,000 to provide the outlined services for a consistent caseload size of 32 youth. Caseload size includes both active and follow-up youth. As youth fully exit services, Partner Program has 45 days to enroll a new participant. The caseload will reflect at least 75% Out-of-School Youth.

I. CESD shall be responsible for the following:

A. Program Coordination

1. Ensure that C-TEC Youth Services meet all WIOA requirements.
2. Align program services with the Region 15 workforce development system.
3. Assist in the development of education, training, and employment opportunities for enrolled youth if not readily available in the community.
4. Work collaboratively with community organizations to provide opportunities for youth participants.
5. Provide regular Partner Program meetings for coordination of services and training.

B. Training

1. Provide training and technical support for Partner Program staff regarding C-TEC Youth Services' (WIOA) requirements, processes, and procedures.
2. Provide the C-TEC Youth Services Handbook, program forms, and materials that meet program requirements.

C. Partner Support

1. Provide technical support related to WIOA.
2. Verify WIOA youth eligibility.
3. Input application and registration materials into i-Trac Information Management System (State data management system).
4. Monitor records and services regularly to support the success of the Partner Program.
5. Provide quarterly performance reports for the C-TEC Youth Services program.

D. Invoices and Payments

1. Provide an invoice template to use for monthly invoicing.
2. Issue payments within 30 days of receiving invoices.

II. The Partner Program shall be responsible for the following:

A. Staffing

1. Identify one grant administrator, as well as one direct service staff to act as the liaisons to CESD.
2. Employ staff that have demonstrated success in working with at-risk youth populations and are familiar with education and employment services. Include CESD in the interview and selection process to identify mutually agreed upon staff to work under this agreement.
3. Ensure that staff performs duties solely for the benefit of WIOA eligible youth when employed under WIOA funding.
4. Direct service staff to participate in Diversity, Equity, and Inclusion training opportunities through Partner Program, CESD, or other community organizations.

B. Outreach, Recruitment, Eligibility Determination, and Enrollment of Youth

1. Establish methods for outreach, recruitment, and referrals within your community.
2. Screen youth for eligibility, and advise youth on how to obtain required eligibility documents.
3. Conduct CASAS math and reading assessments for all youth, as well as follow-up assessments for youth

identified as basic skills deficient.

4. Provide eligibility and enrollment documents to CESD for verification of eligibility and data entry.
5. Maintain a consistent caseload size of 32 youth. Caseload size includes both active and follow-up youth. As youth fully exit services, Partner Program has 45 days to enroll a new participant.
6. At least 60% of the caseload or 19 participants must be in active status at all times.
7. Provide participants a copy of the C-TEC Youth Services *Applicant's Rights and Responsibilities* form at the time of eligibility determination. The *Applicant's Rights and Responsibilities* form and the C-TEC Youth Services Handbook outline the procedure for filing a grievance. Partner Program staff shall be familiar with and act in accordance with the procedures.

C. Youth Services

1. Ensure that the 14 WIOA required program elements are available to enrolled participants: adult mentoring of 12 months or more; alternative secondary school offerings or dropout recovery services; comprehensive guidance and counseling including drug and alcohol abuse counseling; supportive services; tutoring, study skills training, and dropout prevention; paid and unpaid work experiences; occupational skills training; education offered concurrently with and in the same context as workforce preparation activities; financial literacy education; entrepreneurial skills training; services that provide labor market and employment information; activities that help youth prepare for transitions to post-secondary education and training; leadership development opportunities; and follow-up services. See C-TEC Youth Services Handbook for complete definitions.
2. Develop Individual Service Plans (ISPs) with each youth, and update at least quarterly or more frequently as needed
3. Conduct objective assessments with youth to determine appropriate services
4. Conduct CASAS assessments a minimum of every 6 months for youth that are basic skills deficient.
5. Provide a minimum of one (1) WIOA service to each youth, every 30 days while in active service, with more frequent contact/services as appropriate. Be in direct communication with youth at least once every 30 days. Youth participants in active status that do not receive any service for 90 days must be moved to follow-up services status.
6. Provide a minimum of one (1) WIOA service to each youth, every 90 days while in follow-up services status and more frequent contact and services as appropriate. Be in direct communication with youth at least once every 30 days.
7. Spend at least 15% of WIOA staff time on work experience related activities, such as: helping participants prepare for internships, job shadows, and pre-apprenticeship programs; assisting participants to access career exploration opportunities; promoting work experience and career exploration.
8. Assist youth in working to achieve their education and employment goals, as documented in the ISP.
9. Provide information to all enrolled participants of C-TEC sponsored activities, and assist youth to participate. This includes referring youth through the designated process, and assisting with transportation, childcare, or removal of other barriers that may deter participation.
10. Use the i-Trac Management Information System (web-based tool) to document youth goals, progress, and case notes, with updates made within 5 days of activity. Maintain a hard copy and electronic case file for each participant detailing the service history, in active and follow-up services. Detail shall identify each participant activity by major WIOA component, document receipt of a service or partner service every 90 days or closure of the file. Additionally, information must be maintained in sufficient detail to support the expenditure of funds per program requirements.
11. Assist all youth to work towards obtaining the National Career Readiness Certificate (NCRC), with at least 10% of youth on the caseload achieving this certification.
12. Provide a method for staff to make allowable support service purchases to meet youth needs in a timely manner. This may include emergent needs, or purchases that require a credit card, cash, or check.
13. Be knowledgeable of community resources and assist youth to access resources and navigate systems to meet their needs.
14. Follow program policies and procedures as outlined in the C-TEC Youth Services Handbook.

D. Performance Measures

1. Meet performance standards at the benchmark level each program year and not below 80% of benchmark to be considered for renewed funding for the subsequent year.

2. Placement in Employment/Education in the 2nd Quarter After Exit (66.5%): the percentage of participants who are in education or training activities, or in unsubsidized employment during the second quarter after the exit quarter.
3. Placement in Employment/Education in the 4th Quarter After Exit (60.7%): the percentage of participants who are in education or training activities, or in unsubsidized employment during the fourth quarter after the exit quarter.
4. Credential Attainment Rate (71%): the percentage of participants enrolled in an education or training program who attained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent, during participation or within one year after exit from the program.
5. Measurable Skills Gain (51%): percentage of participants who, during a program year, are in an education or training program and who are achieving measurable skills gains as defined by WIOA.

E. C-TEC Youth Services Team Meetings

1. Require direct service staff to participate in C-TEC Youth Services Team meetings on a regular basis.
2. Grant administrator to participate in annual C-TEC Youth Services Partner Coordination meeting.

III. Liability and Insurance Coverage Required:

The Partner Program shall provide insurance coverage at its own expense for the required level of insurance as specified in this section. All insurance carried by the Partner Program must be primary to and non-contributory with any insurance, including any self-insurance. Partner Program shall be financially responsible for all deductibles or self-insured retention contained within the insurance. Partner Program agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. There shall be no cancellation, material change, or reduction of limits without thirty (30) days advance written notice from the Partner Program to CESD. If the insurance is canceled or terminated prior to completion of the Agreement, Partner Program shall purchase new policy and provide a certificate of insurance evidencing coverage and limits equal to or greater than the required level of insurance as defined in this section. In the event the Partner Program fails to keep in effect at all times the specified insurance coverage, CESD may terminate this Agreement, subject to the provisions of this Agreement. It is agreed to the extent permitted by law that Clackamas County's self-insurance shall meet the obligations set forth under this Agreement, Section III.

A. General Liability Insurance

Partner Program must carry a Commercial General Liability insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury, which protects the Awarding Agency, Pass-Through Entity (if applicable), CESD, Clackamas Workforce Partnership, Clackamas County and each of their respective officers, agents, and employees from claims for damages arising in whole or in part out of Partner Program's performance under this Agreement. The general liability insurance shall provide contractual liability coverage for the indemnity required under this contract.

B. Motor Vehicle Liability Insurance Partner Program must carry Automobile Liability insurance with a combined single limit of not less than \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Partner Program's vehicles, whether owned, hired, or non-owned, which includes coverage for CESD and their respective officers, agents, and employees.

C. Professional Liability Errors and Omissions Insurance Partner Program shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate.

D. Workers' Compensation Insurance Partner Program must carry Workers' Compensation Insurance in compliance with ORS 656 covering all its employees as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000. If the Partner Program pays wages directly to C-TEC Youth Service's trainees under this Agreement, the Partner Program must also carry Workers' Compensation Insurance in compliance with ORS 656 covering any and all such trainees. No Workers' Compensation Insurance has been or will be obtained by CESD for the Partner Program or for the Partner Program's employees and subcontractors.

E. Bonding Partner Program shall carry an Employee Fidelity Bond on every officer, director, agent, or employee authorized to receive or deposit funds under this contract or issue financial documents, checks, or other instruments

of payment of program costs. Bond shall be in the amount of at least \$100,000. The bond shall be effective prior to any Contract payment and for at least twelve (12) months after this Agreement terminates.

- F. **Property and Equipment** All property and equipment purchased by Partner Program with funds received under this Agreement, or purchased on behalf of Partner Program for the program site(s) covered under this Agreement, shall be insured by Partner Program at replacement value against fire, theft, and destruction equal to the full replacement cost.
- G. **Certificates of Insurance** As evidence of the insurance coverage required by this Agreement, the Partner Program shall furnish acceptable insurance certificates to CESD at the time, or prior to the time, Partner Program executes this Agreement. Partner Program shall name CESD, Clackamas Workforce Partnership, Clackamas County and each of their respective officers, agents, and employees as additional insured with respect to the Partner Program's services to be provided under this Agreement. Insuring companies or entities are subject to CESD acceptance. If requested, complete copies of the insurance policy shall be provided to CESD.
- H. **Subcontractor Insurance** Partner Program shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Partner Program under this agreement, unless this requirement is expressly modified or waived by CESD in writing.
- I. **Sexual/Physical Abuse/Molestation Insurance** Partner Program must carry a Sexual or Physical Abuse or Molestation Liability insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$1,000,000 in the aggregate, which protects the Awarding Agency, Pass-Through Entity (if applicable), CESD, Clackamas Workforce Partnership, and each of their respective officers, agents, and employees from claims for damages arising in whole or in part out of Partner Program's performance under this Agreement.
- J. To the extent permitted by the Oregon Constitution, Article XI, Sections 7 and 10, and to the extent permitted by the Oregon Tort Claims Act or provided for in private insurance contracts, Partner Program agrees to indemnify, defend, and hold CESD or Clackamas Workforce Partnership, harmless from all damages, losses, and expenses including (but not limited to) attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the other party's negligence in the performance of or failure to perform under this contract. Either party to this contract shall not be required to indemnify or defend the other party for any liability arising out of wrongful acts of its own officers, employees, or agents. (Indemnity Clause PL 105-220 Sec. 184; 20 CFR Subpart G.)
- K. **Additional Insured Clause:** The liability insurance coverage required for the performance of this Agreement shall be endorsed to name Clackamas Education Service District as additional insured with respect to the activities performed under this Agreement.
- L. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Partner Program's responsibility for payment of damages resulting from Partner Program's operation under this contract.

IV. Payments, Invoices and Program Costs

- A. The monthly invoice submitted by the Program Partner will be paid within 30 days of receipt. These funds may only be expended between July 1, 2021 and June 30, 2022. An invoice spreadsheet will be provided to the Partner Program. The Partner Program will submit the invoice to the C-TEC Coordinator, by the 8th of each month for the prior month's expenses. The Partner Program may add accruals to their invoice of actual and allocable costs incurred, but not yet paid. **Catalog of Federal Domestic Assistance (CFDA) Number: 17.259**
- B. Funding paid to the Partner Program is acquired through the WIOA grant. Therefore, all money must be used in the implementation of the grant, for WIOA eligible youth. This includes, but is not limited to staff pay, materials and supplies, support services, transportation, and expenses derived from implementing WIOA youth services.
- C. All funding is based on cost reimbursement. Only allocable and allowable costs paid out by the Partner Program, which are based on benefits received and associated with the activities and services described, will be reimbursed.
- D. Any act or omission by Partner Program which results in repayment of funds to the funding source will be the responsibility of Partner Program. Partner Program agrees to repay such funds.
- E. In the event the program generates any program income, the Partner Program shall report to CESD, the program income as a separate line item, by cost category, on the month following accrual. Program income is defined as "income received by the recipient or sub recipient directly generated by a grant or sub grant supported activity, or earned only as a result of the grant or sub grant". Such income is to be applied against the costs of the project.
- F. Unless otherwise specified, ownership and title of all non-expendable personal property and equipment purchased with WIOA funds is vested in the U.S. Department of Labor and/or State of Oregon. The CESD may take

possession of all such equipment and property at any time during or upon termination of this Agreement. All such property purchased under this Agreement shall be returned to the CESD within thirty (30) days after the Agreement has terminated.

- G. Any funds provided under this Agreement that remain unused at the end of the fiscal year or at Agreement end are not be obligated under this contract and will be returned to the CESD.
- H. Partner Program must comply with the standards in the most recent versions of appropriate Uniform Administrative Requirements and CESD policies and procedures.

V. Records Control

- A. The Partner Program will **establish, maintain, and safeguard all participant files, records, project records, and documents**. The Partner Program will ensure confidentiality of participant information as provided in State law and administrative rules. Records must be sufficient to justify all payments claimed and paid under this contract, and be compliance with C-TEC Youth Services Program Handbook. Federal record retention requirements applicable to this agreement are found at 2 CFR 200.333-337. The Program Partner shall retain all financial and other required records and supporting documents according to these requirements.
- B. **Social Security Number Use** Partner Program will not print a participant's full Social Security Number (SSN) on any document that will be sent through the mail (U.S. or electronic) without a written request from the person whose SSN will be printed on the document, except as required by law. Partner Program will use only the I-Trac Customer ID, the Jobseeker ID, or the last 4 digits of a SSN on documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, Partner Program will take steps to protect the document from unauthorized disclosure. Partner Program will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. Partner Program may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No Partner Program will publicly post or display a document containing a full SSN.
- C. **Data and Record Security** Partner Program must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of participant personal information. Employees of Partner Program with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, CDs or other media which contains personal information. Partner Program must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. Partner Program will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.
- D. **Limitation of Public Access to Records** If disclosure of trainee records is requested by the public, current confidentiality or non-disclosure standards in ORS 192 and OAR 589-020-0330, pertaining to records of participants, shall apply. Personal information may be made available to other service providers on a selective basis consistent with the participant's signed "**Release of Information**" form. Trade secrets, or commercial or financial information, that is obtained from a person and privileged or confidential shall not be available to the public.
- E. **Breach Notification** Any Partner Program who becomes aware of any **potential breach of a document or electronic file** containing participant personal information will immediately notify CWP. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.
- F. In the event the **Partner Program is unable to keep their records**, the Partner Program will notify the CESD who will take custody and be responsible for the maintenance and retention of the records.
- G. The Partner Program shall provide to the CESD upon request, sufficient staff time necessary to aid in the performance of contract related (a) project research, (b) project evaluation, (c) project monitoring, and (d) completion of project fiscal review and audits.
- H. **Disposal of Records** No records addressed in this Agreement will be disposed of without instruction from or approval of CESD. CESD will provide instructions and timelines for disposing of records.

VI. Responsibility for WIOA Cost Reduction/Coordination with Other Funding Sources

- A. For activities funded under this Agreement, the CONTRACTOR shall identify training costs supported by other Federal, State, or local programs in order to ensure that these federal funds are in addition to funds otherwise available

VII. Communications

- A. **Funding Acknowledgement** Whenever written, magnetic media, electronic, or verbal information related to the services provided pursuant to this Agreement is distributed to the media or directly to the general public, another agency or governmental audience, whether such information is solicited or unsolicited, the Partner Program shall acknowledge and name the Clackamas Workforce Partnership (CWP) and CESD as the sponsoring agencies for the services provided through this Agreement.
- B. All advertisements or recruitment materials must receive prior approval from C-TEC Youth Services and contain the following language: "An Equal Opportunity Employer/Program" and "auxiliary aids and services are available upon request to individuals with disabilities" in English **and Spanish**.
- C. **Patents and Copyrights** Partner Program must comply with the standards in 2 CFR Part 200 for the development, licensing, distribution, and use of product(s) and materials developed with this contract.

VIII. Nondiscrimination and Equal Opportunity Provisions

- A. The Partner Program assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act (WIOA), all Federal, State, and local laws, regulations, executive orders, and ordinances regarding nondiscrimination and equal opportunity provisions including the Nontraditional Employment for Women Act of 1991; Title VI and VII of the Civil Rights Act of 1964, as amended; section 503 and 504 of the Rehabilitation Act of 1973, as amended; Americans with Disabilities Act of 1990, as amended; Section 188 of the Workforce Investment Act; the Age Discrimination in Employment Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended; Sections 523 and 527 of the Public Health Service Act of 1912, as amended; Health Insurance Portability and Accountability Act of 1996 (HIPPA) (42U.S.C. §§1320d et seq.); Title VIII of the Civil Rights Act of 1968, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR, Part 33 and 37. The United States has the right to seek judicial enforcement of this assurance. Partner Program will not exclude from participation, discriminate against, nor deny employment or services to any person including participant on the grounds of race, color, religion, sex, national origin, marital status, youth offender, age (except as provided by WIOA regulations), disability, citizenship, sexual orientation or perceived sexual orientation, gender identity, political affiliation or belief, or association with any person with, or perceived to have one or more of the above named characteristics, and for beneficiaries only, citizenship or participation in the program funded under this Agreement.
- B. Partner Program expressly agrees to comply with the Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60. Further, the Partner Program shall include brief wording in each orientation of potential applicants to describe the Equal Opportunity and Affirmative Action position of this Contract and the method of filing a complaint in regard to such. Partner Program will ensure that the language "equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities" appear in publications, broadcasts and other communications as outlined in the applicable Uniform Administrative Requirements. Where such materials indicate the Partner Program may be reached by telephone, the materials must state the telephone number of the TDD/TTY or relay service used by the CONTRACTOR, as required.

IX. Compliance

- A. **Compliance with Applicable Law** the Partner Program will comply with the Workforce Innovation and Opportunity Act (WIOA) as amended and all subsequent amendments thereto and all implementing regulations.
- B. The Partner Program agrees to comply with all applicable Oregon State and Clackamas County laws, rules and regulations, as well as State, Clackamas Workforce Partnership policies, and CESD procedures, and regulations.
- C. **Veteran's Priority Provisions** Partner Program agrees to comply with Veteran's Priority Provisions. The Jobs for Veterans Act (Public Law 107-288) requires grantees to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program

directly funded, in whole or in part, by DOL. The regulations implementing the priority of service can be found at 20 CFR 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veteran priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL 10-09 is available at <http://wdr.doleta.gov/directives>.

- D. **Limitations on Union or Anti-Union, Sectarian, Religious, Political or Lobbying Activities** No funds under this agreement shall be used in any way to assist, promote or deter union activities. No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement. No trainee may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage. These funds may not be spent on the employment or training of participants in sectarian activities which include religious activities, political activities, and/or lobbying. The Partner Program agrees that the participants shall not be employed on the construction, operation or maintenance of any facility or portion of any facility which is used or may be used for sectarian instruction or as a place of religious worship.
- E. **Maintenance of Effort** No currently employed worker shall be displaced by any trainee, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No program shall impair existing contracts for services or collective bargaining agreements. No program which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned. No trainee shall be employed, or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a trainee whose wages are subsidized under this Contract.
- F. **Fraud Notification Requirements** Partner Program must comply with CWP's requirement that all suspected incidents of fraud, abuse, or other criminal activity must be immediately reported on the same business day as the complaint was made or the incident discovered. Program Partner will conform to CWP's established policies and procedures for reporting and resolution.
- G. This Agreement, its Exhibits, Attachments, Endorsements, Changes, or References incorporated is authorized under the federal Workforce Innovation and Opportunity Act. The Partner Program understands and agrees that modifications to this agreement will be necessary throughout the Agreement period as federal, state or local laws, rules, regulations or local ordinances necessitate change under this implementation. The Partner Program is notified that such changes shall be bilaterally agreed upon or unilateral, as necessary (Public Law 105-220.)
- H. **Additionally the following special terms apply to this Agreement:**
- (i) **Nepotism.** No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
- (ii) **Code of Conduct** Partner Program shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award, or administration of a contract or contract supported by these funds if a real or apparent conflict of interest as defined by ORS Chapter 244 would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family (see Section 23 Nepotism) or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.
- The officers, employees, and agents of the Partner Program shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, Partner Program may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Partner Program. No officer, employee or agent, any member of his or her immediate family, or an organization which employs or is about to employ any of the parties indicated herein, shall financially benefit from the activities of any program participant or applicant.
- (iii) **Governing Law, Venue, Consent to Jurisdiction** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. 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. The rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provisions held to be invalid.

Any claim, action, suit or proceeding (collectively, "Claim") between CWP and CONTRACTOR that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, by execution of this Contract, hereby consents to the jurisdiction of said courts.

- (iv) **Prohibited activities:** WIOA funds must not be spent on: (1) The wages of incumbent employees during their training if funded by WIOA; (2) Public service employment, except to provide disaster relief employment, as specifically authorized in WIOA and under a special Federal disaster relief assistance grant; (3) Expenses prohibited under any other Federal, State or local law or regulation, including foreign travel. (4) Drug testing except to facilitate the hiring process. (5) General economic development and related employment generating activities (6) Investment in revolving loan funds. (7) Investment in contract bidding Resource Centers. (8) Capitalization of businesses. (9) Business relocation services (10) Construction, purchase, and renovation of real property. (11) Employment or training of participants in sectarian activities.
- (v) **Employee displacement prohibitions** (a) A participant in a program or activity authorized under title I of WIOA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee. (b) A program or activity authorized under title I of WIOA must not impair existing contracts for services or collective bargaining agreements. When a program or activity would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins. (c) A participant in a program or activity may not be employed in or assigned to a job if: (1) Any other individual is on layoff from the same or any substantially equivalent job; (2) The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIOA participant; or (3) The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers. Partner Program certifies that this Agreement does not violate any collective bargaining agreements to which it is a party.
- (vi) WIOA funds shall only be used for activities that are in addition to those that would otherwise be available in the local area in the absence of such funds.
- (vii) **Charging of Fees to Participants** No person or organization may charge a fee to any individual for referral to or placement in training or employment programs

X. Certification Regarding Lobbying 31 U.S.C. Sec. 1352

- A. The Partner Program certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Partner Program, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement or any other award covered by 31 U.S.C. Sec. 1352.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Partner Program shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Partner Program require that the language of this Certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XI. Assurances

- A. The Partner Program through its duly authorized representative, hereby assures and certifies that throughout the period of the grant /Agreement award and at all times while this Agreement is in effect, it comply with (as they may be amended from time to time), all applicable federal, state and local laws, regulations, ordinances, executive orders, administrative rules and directives, including without limitation: the Title IB of the Workforce Innovation and Opportunity Act of 1998 (PL 105-220 29 USC Sec 2801 et seq) and corresponding WIOA Regulations (20 CFR 660.300) OMB Circulars A-87 and A-133; all regulations and administrative rules established pursuant to the foregoing, all applicable Oregon Revised Statutes; and all applicable Oregon Administrative Rules.
- B. By signing this agreement, the authorized representative assures and certifies that it:
1. **Financial Capability** Has the legal authority to apply for and receive funds, including federal and state funds, under the grants and programs covered by this Agreement, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the projects, grants and programs covered by this Agreement.
 2. **Generally Accepted Accounting System** Will establish a proper accounting system in accordance with Generally Accepted Accounting Principles (GAAP) and CWP policies and procedures.
 3. Will give CWP, the Awarding Agency, and Pass-Through Entity (if applicable), the Governor (if applicable) and their duly authorized representatives; appropriate governmental authorities involved in the administration of these funds to extent necessary for its proper administration, authority to audit, examine, and make excerpts or transcripts from its books of accounts, correspondence, papers, records, files, forms, or other documents of the Partner Program including all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement which are necessary to evaluate whether the funds have been spent lawfully, and to determine compliance with all applicable rules and regulations, and the provisions of this Agreement, including the proper allocation of costs to this Agreement. Authorized representatives could include but are not limited to the Director - Office of Civil Rights, the Comptroller General of the United States and the Inspector General.
 4. Will not permit any person or entity to receive grant or program funds if the person or entity is listed on the non-procurement portion of the General Service Administration's list of parties excluded from federal procurement or non-procurement programs in accordance with Executive Order No. 12,549 and Executive Order No. 12,689 of the President of the United States.
 5. **Conflict of Interest** Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Every reasonable course of action shall be taken by the Partner Program in order to maintain the integrity of this expenditure of CESD's funds and to avoid any favoritism or questionable or improper conduct.
 6. **Complete the Work** Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
 7. **Political Activities** Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds. In addition, the Partner Program agrees to comply with, where applicable, Public Law 101-121, which prohibits influencing Federal financial transactions. Partner Program shall not use funds provided under this Contract for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any Partner Program staff or agent, related to any activity designed to influence legislation or appropriations pending before the Congress.
 8. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub-agreements.
 9. **Debarment and Suspension** As required by Executive Orders 12549 and 12689 and 2 CFR.200.212

regarding Debarment and Suspension, the CONTRACTOR certifies to the best of its knowledge and belief, that neither it nor its principals:

- 1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - 2) Have within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and,
 - 4) Have within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
10. **Discrimination** Will comply with all Federal, state and local laws, regulations, executive orders and ordinances regarding nondiscrimination and equal opportunity provisions applicable to this Agreement.
11. **Audits** Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations.”

This Agreement shall continue in effect until June 30, 2022, unless cancelled by one of the parties giving thirty (30) days written notice of intent to cancel to the other. Notice of cancellation shall be sent to the contact person described herein. This intergovernmental agreement may be amended if mutually agreed upon, in writing, by both parties.

IN WITNESS THEREOF, the parties have duly executed this agreement as of the date written above.

Clackamas Education Service District

Agency

Clackamas County

Partner Program


Jada Rupley, Superintendent

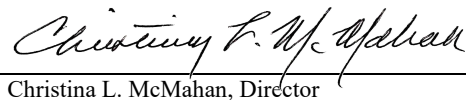
Board of County Commissioners

Date: 06/28/2021

Date: _____

Clackamas County Juvenile Department

Partner Program


Christina L. McMahan, Director

Date: 08/02/2021



Staff Report for Board of County Commissioners

From: Tourism & Cultural Affairs

RE: Contract with Travel Oregon for Clackamas County to implement Regional Tourism Program

Date: 08/11/21

Members of the Board:

Approval of contract to receive state Transient Lodging Tax funds from Travel Oregon to implement Mt. Hood/Gorge regional tourism plan for FY21/22.

Purpose/Outcome	This contract provides Tourism \$194,210 to implement the FY21/22 portion of the Mt. Hood/Gorge 2021-2023 Regional Destination Management Plan.
Fiscal Impact	\$194,210 in revenue for Tourism in FY21/22.
Funding Source	Travel Oregon’s Regional Cooperative Tourism Program
Duration	This contract expires on June 30, 2023.
Counsel Review	1. 08/10/21 2. Andrew Naylor
Staff Recommendation	Staff recommend approval of the agreement.
Contact Person	Samara Phelps, Tourism & Cultural Affairs samara@mthoodterritory.com
Attached	State of Oregon Professional Services Contract – MHCRG2021-23CNT01_RCTP_TLT

BACKGROUND:

Clackamas County serves as the Regional Destination Management Organization (RDMO) for Travel Oregon’s Regional Cooperative Tourism Program in the Mt. Hood/Gorge Region. This region includes the mountain communities of Clackamas County as well as Hood River County and portions of Wasco and east Multnomah County. This program is paid for by state transient lodging tax (TLT) funds. Travel Oregon distributes funds to the seven tourism regions based on state TLT collections in each region. This contract is for FY 21/22 allocation of funds for the Mt. Hood/Gorge Region.

The RDMO develops and executes the biennial plans for destination management and marketing that addresses regional needs identified through stakeholder engagement. The 2021-2023 RDMO Plan serves as the scope of work for this contract and is included as Exhibit A.2.

RECOMMENDATION:

Staff recommend approval of the agreement.

Respectfully submitted,
/s/ Samara Phelps, Director
Tourism and Cultural Affairs

STATE OF OREGON PROFESSIONAL SERVICES CONTRACT

This contract for professional services (“**Contract**”) number **MHCRG2021-23CNT01_RCTP_TLT** is between the State of Oregon (“**State**”), acting by and through its Oregon Tourism Commission, doing business as Travel Oregon (“**OTC**”), and Clackamas County – on behalf of its Department of Tourism (“**Contractor**”). OTC’s Contract Administrator for this Contract is identified in section 21.

1. Contract Term. This Contract is effective on the earlier of **July 1, 2021**, or the date it has been signed by OTC and Contractor, and all required State approvals have been obtained. This Contract continues through **June 30, 2023**, unless earlier terminated or extended by written, fully executed amendment. Contract termination does not extinguish or prejudice OTC’s right to enforce this Contract with respect to any default by Contractor that has not been cured.

2. Statement of Work; Consultant and Facilitation Services; Work Product; Deliverables. Contractor shall provide the services and deliver all associated deliverables (“**Work Product**”) described in Exhibit A, Statement of Work (“**Services**”), which is attached and incorporated into this Contract.

3. Consideration.

3.1 As payment in full for Services, OTC shall pay Contractor in the amounts specified in Exhibit A.

3.2 OTC will reimburse Contractor for reasonable and necessary travel and other expenses only if expressly provided in Exhibit A.

3.3 The maximum not-to-exceed amount payable to Contractor under this Contract, including all payments pursuant to Section 3.1 and any allowable expenses pursuant to section 3.2, is **\$194,210.00**. Contractor shall not submit invoices for, and OTC is not obligated to pay, any compensation in excess of this amount. If this maximum amount is increased by Contract amendment, the amendment must be fully effective before Contractor performs any Services subject to the amendment.

3.4 OTC is not obligated to pay Contractor for any Services unless such Services are complete, conform to the Contract specifications, and otherwise conform to the warranties and other terms of this Contract.

3.5 Contractor shall submit invoices no more than twice monthly to OTC’s Contract Administrator for Services performed. Contractor shall describe in each invoice all Services performed, the dates of performance, and by whom such Services were performed, and shall itemize and explain all expenses for which Contractor claims reimbursement. Contractor shall mail invoices to OTC at the address specified in section 21.

4. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence: this Contract less all exhibits, Exhibit A: Statement of Work and Exhibit B: Insurance Requirements. Exhibit A and Exhibit B are attached and incorporated into this Contract.

5. Independent Contractor; Responsibility for Taxes and Withholding.

5.1 Contractor performs all Services as an independent Contractor. Contractor is not an “officer,” “employee,” or “agent” of the State, as those terms are used in ORS 30.265. Contractor is responsible for determining the appropriate means and manner of performing the Services.

5.2 Contractor shall pay all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, OTC will not withhold from such compensation or payments any amounts to cover Contractor’s federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers’ compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

6. Subcontracts, Successors, and Assignments. Contractor shall not enter into any subcontracts for any of the Services required by this Contract without OTC’s prior written consent. OTC’s consent to any subcontract does not relieve Contractor of any of its duties or obligations under this Contract. The provisions of this Contract shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns, if any. Contractor shall not assign, delegate, or transfer any of its rights or obligations under this Contract without OTC’s prior written consent.

7. No Third Party Beneficiaries. OTC and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or is construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

8. Funds Available and Authorized; Payments. Contractor will not be compensated by any other agency or department of the State for Services performed under this Contract. OTC certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract within OTC’s current biennial appropriation or limitation. Contractor understands and agrees that OTC’s payment of amounts under this Contract is contingent on OTC receiving appropriations, limitations, allotments, or other expenditure authority sufficient to allow OTC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

9. Representations and Warranties.

9.1 Contractor’s Representations and Warranties. Contractor represents and warrants that:

9.1.1 Contractor has the power and authority to enter into and perform this Contract;

9.1.2 This Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable according to its terms;

9.1.3 Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and according to standards prevalent in Contractor’s industry, trade or profession; and

9.1.4 Contractor is and will be at all times during the term of this Contract, qualified, professionally competent, and duly licensed to perform the Services.

9.1.5 Contractor has all rights necessary in the Work Product to grant the rights to the Work Product required under this Contract and OTC's use of the Work Product shall not infringe the copyright or other intellectual property or proprietary rights of any third party;

9.1.6 To the best of Contractor's knowledge, the photographic images and OTC's authorized use of the images hereunder will not give rise to a claim by any persons depicted in the photographic images or by any third party of defamation, invasion of privacy, appropriation of likeness, unreasonable intrusion, public disclosure of private facts and holding up to a false light in the public eye;

9.1.7 All releases, permissions, and consents required in relation to the depiction of persons featured in the photographic images have been obtained for the purposes of OTC's authorized use of the Work Product under this Contract;

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

10. Ownership of Work Product.

10.1 Ownership by OTC. Unless otherwise provided in the Statement of Work, all Work Product is the exclusive property of OTC. Contractor hereby irrevocably assigns to OTC all of its rights, title, and interest in and to any and all of such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor forever waives any and all rights relating to such Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

10.2 Ownership by Contractor. If the Statement of Work provides that the copyright is owned by the Contractor, all Work Product is the exclusive property of the Contractor. Contractor hereby grants to OTC a perpetual, non-exclusive license to use, reproduce, display, publish and create derivative works of the Work Product. Unless otherwise provided in the Statement of Work, OTC's use of the Work Product includes the right for OTC to sublicense these photographic images to other Oregon state and local government agencies and to industry partners who comprise the news media, tour operators, meeting planners and other authorized third parties ("Sublicensees").

11. Contribution.

11.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against OTC or Contractor with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the

investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

11.2 With respect to a Third Party Claim for which OTC is jointly liable with Contractor (or would be if joined in the Third Party Claim), OTC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Contractor in such proportion as is appropriate to reflect the relative fault of the OTC on the one hand and of the Contractor on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OTC on the one hand and of Contractor on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OTC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if OTC had sole liability in the proceeding.

11.3 With respect to a Third Party Claim for which Contractor is jointly liable with OTC (or would be if joined in the Third Party Claim), Contractor shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OTC in such proportion as is appropriate to reflect the relative fault of Contractor on the one hand and of OTC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Contractor on the one hand and of OTC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Contractor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

12. Insurance. Contractor shall maintain the insurance coverage specified in in Exhibit B, Insurance.

13. Termination.

13.1 Termination by OTC for Convenience. At its sole discretion, OTC may terminate this Contract for its convenience upon sixty (60) days written notice to Contractor.

13.2 Termination by OTC for Cause. In addition to any other rights and remedies OTC may have under this Contract, OTC may terminate this Contract, in whole or in part, immediately upon written notice to Contractor, or at such later date as OTC may establish in such notice, upon the occurrence of any of the following events:

13.2.1 Funding from federal, state, or other sources is not obtained and continued at levels sufficient to pay for Contractor's Services;

13.2.2 Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the performance of the Services under this Contract is prohibited, or OTC is prohibited from paying

for such Services from the planned funding source;

13.2.3 Contractor no longer holds a license or certificate that is required for it to perform the Services;
or

13.2.4 Contractor commits any material breach or default of any covenant, warranty, obligation or certification under this Contract, fails to perform the Services in conformance with the requirements and warranties provided herein, or so fails to pursue the Services as to endanger Contractor's performance under this Contract according to its terms, and such breach, default or failure is not cured within ten (10) business days after delivery of OTC's notice or such longer period as OTC may specify in such notice.

13.3 Termination by Contractor. Contractor may terminate this Contract upon occurrence of the following

13.3.1 : If OTC fails to pay Contractor any amount pursuant to the terms of this Contract, and OTC fails to cure such failure within thirty (30) days after Contractor's notice of termination for nonpayment, or such longer period as Contractor may specify in such notice;

13.3.2 For its convenience upon sixty (60) days written notice to OTC;

13.3.3 Immediately if Contractor fails to receive funding or other expenditure authority at levels sufficient for Contractor to continue to perform under this Agreement.

13.4 Contract termination pursuant to this section 13 shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination under this section 13, Contractor shall immediately cease all activities under this Contract, unless expressly directed otherwise by OTC in the notice of termination. Further, upon termination, Contractor shall deliver to OTC all documents, information, works-in-progress, Work Product, and other property that is or would be deliverables had this Contract been completed.

14. Confidentiality. Contractor acknowledges that Contractor and its employees or agents may, in the course of performing Services under this Contract, be exposed to or acquire communication that is confidential, privileged communication not intended to be disclosed to third parties.

Contractor agrees that any Work Product created by Contractor and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract is deemed "Confidential Information" of OTC. Confidential Information does not include information which is or becomes (other than by disclosure by Contractor) publicly known.

Contractor agrees to hold such Confidential Information in strict confidence and to not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such information for any purposes whatsoever other than the provision of Services to OTC. Contractor agrees to advise each of its employees and agents of their obligations to keep such information confidential.

Notwithstanding anything to the contrary, Contractor's obligations under this Agreement are expressly subject to the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 *et. seq.*, and any other applicable state or federal law. While Contractor will make good faith efforts to perform under this

Agreement, Contractor's disclosure of Confidential Information, in whole or in part, will not be a breach of the Agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes.

If Contractor is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, Contractor shall notify OTC within a reasonable period of time of the request. OTC is exclusively responsible for defending OTC's position concerning the confidentiality of the requested information. Contractor is not required to assist OTC in opposing disclosure of Confidential Information.

15. Records Maintenance; Access. Contractor shall maintain all financial records relating to this Contract according to generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that OTC, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Contractor that are pertinent to this Contract, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

16. Compliance with Applicable Law. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to this Contract.

17. Limitation of Liabilities. OTC AND CONTRACTOR ARE NOT LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES UNDER THIS CONTRACT OR (ii) ANY DAMAGE OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

18. Force Majeure. State and Contractor are not liable for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of the State or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

19. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 1, 7, 8, 9, 10, 11, 13, 14, 15, 19, 24, and 25.

20. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

21. Notice. Except as otherwise provided in this Contract, any notices between the parties that relate to this Contract must be given in writing and delivered by one of the following methods: United States Postal Service

(postage prepaid), express courier, facsimile, email or personal delivery to the other party at the physical address, facsimile number or email address set forth below or to such other addresses or numbers as either party may hereafter designate in writing. Any notice mailed or couriered is effective three (3) calendar days after the postmark date or the date that the notice is submitted to the courier for delivery, respectively. Any notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of a successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice delivered by email is effective on the day the email was received by the recipient, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against OTC, Contractor must confirm by telephone call to OTC's Contract Administrator that OTC received any notice transmitted by facsimile or email. Any notice given by personal delivery is effective immediately if delivery is made to the individuals identified below.

IF TO OTC:	IF TO CONTRACTOR:
<p>Todd Davidson, CEO</p> <p>Oregon Tourism Commission 319 SW Washington Street, Suite 700 Portland, OR 97204</p> <p>(971) 717-6205 (voice) (971) 717-6215 (fax)</p> <p>Email: accounting@traveloregon.com</p>	<p>Samara Phelps, Executive Director</p> <p>Clackamas County Department of Tourism 2051 Kaen Rd Oregon City, OR 97045</p> <p>(971) 334-9479</p> <p>Email: samara@mthoodterritory.com</p>

22. Severability. The parties agree that if any term 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 will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term held to be invalid.

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

24. Choice of Law; Designation of Forum; Federal Forum.

24.1. Choice of Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

24.2. Designation of Forum. Any claim, action, suit or proceeding (collectively, “Claim”) between OTC (or any other agency or department of the State) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of the State of Oregon for Marion County. Contractor hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

24.3. Federal Forum. Notwithstanding section 24.2, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

25. Merger Clause; Waiver. This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written, regarding this Contract that are not specified in this Contract. No waiver, consent, modification or change of terms of this Contract binds all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, is effective only in the specific instance and for the specific purpose given. The failure of OTC to enforce any provision of this Contract does not constitute a waiver by OTC of that or any other provision.

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

27. Contractor Data and Certification.

27.1. Contractor Tax Identification Information. Contractor shall provide Contractor’s Social Security number or Contractor’s federal tax ID number and the additional information set forth in federal form W-9 and through other tax identification means as may be required by state and federal law. This information is requested pursuant to ORS 305.385. Social Security Numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws.

27.2. In addition, OTC seeks voluntary reporting on the information set forth below. This reporting along with information provided by other contractors, may be provided to the Oregon Governor’s Office per Section 26.6 in an effort to better measure state agency equity and diversity in awarding contracts. Reporting on the information below, while voluntary, is requested.

Name (tax filing): _____

Address: _____

Does your business have an adopted Equity, Diversity, or Inclusion statement?
 Yes No

If yes, in the lines below, please provide statement or business position on Equity, Diversity and Inclusion:

Business Designation (check one):

Corporation Partnership Limited Partnership Limited Liability Company

Limited Liability Partnership Sole Proprietorship Other: _____

COBID / WMWESB / Other Status (optional):

Minority/Woman Owned Business Veteran Owned Business Disadvantaged Business Enterprise

Emerging Small Business B-Corp

27.3 Certification. The Contractor certifies under penalty of perjury that: (a) the number shown above is Contractor’s correct taxpayer identification and the other information provided is correct; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) the individual is authorized to act on behalf of Contractor, has authority and knowledge regarding Contractor’s payment of taxes, and to the best of the individual’s knowledge, Contractor is not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes and Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

27.4 Anti-discrimination certification. Pursuant to ORS 279A.110, the Contractor shall not, in the awarding of subcontracts, discriminate against a disadvantage business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.

27.5 Certification under ORS 200.055. Respecting certification as a disadvantage business enterprise, minority-owned business, woman-owned business, business that a service-disabled veteran owns or an emerging small business under ORS 200.055, as and when applicable, the Contractor shall maintain the certifications, and require in its subcontracts that subcontractors maintain the certifications, required by ORS 279A.107.

27.6 Notice to Governor’s Advocate. OTC may provide notice to the Governor’s Advocate for MWESBs reporting requirements. Public contracts with a value of \$10,000 or more may be provided to

the Governor’s Advocate regarding:

- a. Bid or proposal solicitations; and
- b. Contract awards

28. Stop-Work Order. OTC may, at any time, by written notice to Contractor, require Contractor to stop all, or any part, of the work required by this Contract for a period of up to 180 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Contractor shall immediately comply with the stop-work order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop-work-order notice. Within a period of 180 days after issuance of the notice, or within any extension of that period to which the parties have agreed, OTC shall either:

- a. Cancel or modify the stop-work order by a supplemental written notice; or
- b. Terminate the work as permitted by either the Convenience or Cause provisions of Section 13.

If the stop-work order is canceled, OTC may, in its sole discretion and after receiving and evaluating a request by Contractor, agree to adjust the Contract term or price by a duly executed amendment.

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

**CLACKAMAS COUNTY on behalf of its
Department of Tourism**

**STATE OF OREGON acting by and through
the OREGON TOURISM COMMISSION**

Signature: _____
Tootie Smith,
Chair, Board of Commissioners

Signature: _____
Todd Davidson, CEO

Date: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

Contractor will provide OTC with a regional tourism strategy (RCTP Plan) using OTC provided templates, when provided, that outlines regional priority initiatives and intended future activities through investment of state funds. Initiatives and activities may include but are not limited to; branding, marketing, increasing domestic and international visitors, improving, or expanding tourism product, supporting tourism business and economic development, destination management and improving visitor experiences in the region. Contractor will use state lodging tax funds provided by OTC to implement an approved RCTP Plan for the utilization of funds provided in this Agreement and in accordance with the Guidelines attached as Exhibit A.1.

Contractor's implementation of the RCTP Plan will be in accordance with priorities and goals, success measures, and departmental strategies set forth in Contractor's response to OTC, a copy of which is attached hereto as Exhibit A.2 and incorporated by this reference herein.

PAYMENT TERMS / BUDGET SUMMARY:

Contractor will conduct work identified in this Agreement with funds provided by OTC as follows:

	2021-2022	BUDGET
	RCTP	\$194,210.00
	TOTAL	\$194,210.00

	2022-2023 *	BUDGET
	RCTP	\$194,210.00
	TOTAL	\$194,210.00

*2022-2023 budget provided is estimate only. Contract will be amended to reflect actual amounts of RCTP funding based on actual 2021 calendar pro rata share of transient lodging tax.

SCHEDULE

Contract anticipates the following schedule for each year of this agreement:

- July 1: Contract for services executed by OTC and sent to Contractor
- Contractor will execute agreement and return along with an invoice requesting payment to accounting@traveloregon.com . RDMO may invoice for total annual amount if RCTP Plan has been approved or for **\$25,000** if RCTP Plan approval is pending. Invoice must include contract # and reference "2021-22" or "2022-23"
- Mid-year progress report due on date provided by OTC, but not sooner than January 31
- OTC to provide Contract amendment to Contractor reflecting prior calendar year pro rata share no later than March 31
- July 31: Annual year-end reports for use of all direct regional investment money due

OTC will use a digital signing process via the website Right Signature to obtain fully executed contracts. In no case will the payment for all services exceed the maximum, not-to-exceed amount of this agreement unless an amendment to this agreement is signed by all parties authorizing additional payment. Terms for all payments are net 30 from receipt and acceptance of invoice.

- All invoices must be emailed to accounting@traveloregon.com
- All invoices must include reference to **Purchase Order #2021-012** and include reference to this contract: **MHCRG2021-23CNT01_RCTP_TLT**.
- The following details must be included on all invoices:
 - Identification work performed or services rendered and related to the Statement of Work established in this contract.

No payments will be made without a detailed invoice including the requirements outlined in the payment terms or prior to receipt of Contractor providing an up to date IRS W-9 Form. To protect yourself and your business, we urge contractors not to email any confidential information. OTC will only accept sensitive information necessary for our records through a secure and confidential site such as "Share File". Alternatively, signature pages and sensitive information may be mailed to OTC at address provided in Section 21, Notice.

Travel and Other Expenses.

Travel and related other expenses are not authorized under this Agreement as separate Contractor compensation with prior written approval by OTC and only if accompanied by substantiation of travel and related expenses.

EXHIBIT A.1

Guidelines

Contractor has been designated by OTC as Regional Destination Management Organization and will:

- a. Develop and submit an RCTP Plan using OTC provided spreadsheets and templates, when provided, for OTC review and approval. The Plan will include budgets and other detail with particularity related to proposed investment. RCTP money will not be distributed until the Plan is approved by OTC. Approved Plan and other documentation will be kept on file with OTC and hereby incorporated into this agreement as Exhibit C.
- b. Comply with all RCTP guidelines, including requirements to convene stakeholder meetings to solicit RCTP Plan input and report out on approved RCTP Plan.
- c. Expend RCTP money in accordance with the approved RCTP Plan. Retain all invoices, expense documentation, receipts, marketing materials and other documentation related to implementation of the Plan.
- d. Maintain all above-mentioned documentation for a period of three (3) years and make such documentation available to OTC, the Oregon Secretary of State's office and their authorized agents or auditors upon request.
- e. Provide mid-year and/or year-end progress and financial reports to OTC by the OTC established deadlines. Contractor will request, in writing, any needed extensions or clarification at least 1 week prior to the due dates of each report.
- f. Serve as a regional industry resource to OTC on matters of importance to Oregon's tourism industry, including providing local and regional policy information as needed and developing coalitions or community grassroots networks to disseminate information on matters of importance to Oregon's tourism industry as appropriate.
- g. Convene meetings with local industry members as well as with regional leadership teams and other public and private partners to foster alignment with statewide and regional tourism strategy intended to optimize the economic impacts of tourism in the region.
- h. Designate an RDMO RCTP representative to serve as primary RDMO point of contact and who will actively participate in OTC initiated statewide and regional meetings whenever possible.
- i. Work as a communication resource to OTC to deliver OTC provided industry information, including distribution and response to "call-outs" for sales and development efforts, to local and regional industry members and key stakeholders. Contractor will from time to time, as requested, and when possible, solicit industry and stakeholder feedback or input on OTC initiatives or other industry initiatives and provide information to OTC.
- j. Expend the state dollars provided through this agreement in a manner consistent with the approved RCTP Plan and budget. RCTP Plan modifications, including budget modifications of more than \$5,000.00, must be approved in writing in advance. Contractor may not use RCTP funds to retire any debt or to cover any costs incurred prior to the effective date of this agreement.
- k. If any funds remain unspent as of June 30, 2023, Contractor may carry forward the unspent funds into future biennium contracts only if the unspent funds are deposited into the region's grant/strategic investment fund. Otherwise, all unspent funds must be returned to OTC.

EXHIBIT A.2

2021-2023 RDMO PLAN

REGION:

Mt. Hood and the Columbia River Gorge

MISSION:

The Mt. Hood and Columbia River Gorge Regional Tourism Alliance seeks to use responsible visitor management to build awareness for the region as a multi-day and year-round travel destination that benefits all communities. Our mission is to continuously and creatively address the challenges that come with being a mature destination that is surrounded by small communities and neighbors Oregon's largest metro area.

RCTP PRIORITIES & GOALS:

What are the goals for the RCTP program in your region for 2021-2023?

The Mt. Hood and Columbia River Gorge RDMO reviewed and synthesized all our stakeholder feedback and came up with these 5 priority areas to focus on for the FY21-23 biennium. Each priority has an associated goal.

Priority 1: Care for Community.

Goal: Create and support ways in which our communities can engage with, advocate for, and understand the benefits from the tourism economy.

Priority 2: Destination and Visitor Management.

Goal: Leverage and support tools and programs that address high-use/low-use issues, seasonality, and economic impact needs in the region.

Priority 3: Improve Visitor Experiences.

Goal: Access funding and partnerships that support regional partners with improving existing visitor experiences in the region.

Priority 4: Leverage Resource through partnerships.

Goal: Expand the work the RDMO can accomplish to meet our goals through partnerships with Travel Oregon, other RDMOs, DMOs, associations, and other stakeholders.

Priority 5: Regional Alignment.

Goal: Maintain and support a strong sense of alignment between Mt. Hood and the Columbia River Gorge in visitor communications.

OVERALL SUCCESS MEASURES:

How is success of your organization measured at a macro level? Please describe your measures and goals for overall organizational and regional success.

At a macro level, our organizational success is measured by stakeholder satisfaction, economic impact in our communities, and progress towards our priorities. Key measurements for macro level success include:

- the biannual stakeholder survey and partner feedback at stakeholder meetings where we have the opportunity to check in on the relevancy and effectiveness of our work on an on-going basis
- annual Dean Runyan economic impact reports

Additionally, in this biennium, our organizational success rests in our ability to help support our region's communities through a thoughtful tourism recovery from the COVID-19 pandemic.

STAKEHOLDER FEEDBACK:

Summarize how your plan is informed by stakeholder feedback. What are the most important objectives as indicated by your stakeholders? How will you respond to those needs?

The Mt. Hood and Columbia River Gorge regional FY21-23 plan was informed by an October 2020 Stakeholder Survey, March 2021 Stakeholder Engagement Session, and a number of discussions and check points with our region's DMOs, networks, and public and private entities throughout the last 12 months.

The key objectives indicated by stakeholders are reflected in our biennial priorities and goals, but we have listed a few of the below with examples of how they are being addressed in the plan.

Destination and visitor management issues: congestion, transportation, trash, etc.

As a mature destination with world class outdoor recreation assets, our region normally experiences high use issues in our public lands and along transportation corridors. This management issue has only been exasperated by the increase in outdoor recreation use due to the COVID-19 pandemic. Stakeholders concerns from the survey center around congestion on trails, in parking lots, and along transportation corridors (including Hwy 26 and the Historic Columbia River Highway), and trash on trails and in communities. We are responding to these needs in a variety of ways, including:

- Direct investments in stewardship programs in high use areas, including Trail Ambassadors on Mt. Hood and in the Gorge and River Ambassadors along the Clackamas River.
- Funding to boost Take Care Out There messaging during peak issue seasons.
- Providing the services of our grant contractor to key partners seeking funding for management solutions.
- Staff participation in region-wide transportation and recreation groups and committees.
- PR investments to target messaging away from congested areas and towards our lesser visited communities.
- Re-printing of the Infinity Loop map which highlights lesser visited areas, with a tactic of driving visitor flow away from high-use areas.

Marketing and promotion

As with many destinations across the state, the COVID-19 pandemic and 2020 wildfire season significantly impacted the tourism and hospitality industry in our region resulting in layoffs, decreased revenues, and some business closures. That is why it is not surprising that a focus on marketing and promotion was the top long-term priority stakeholders indicated for our region. Previous investments in marketing in our region have been centered on getting key messages into PR and boosting the catalogue of visual assets for our regional partners. This biennium, however, due to the feedback from stakeholders, we are planning to fund a marketing campaign targeted at supporting our tourism businesses. The timing and key messages of the marketing campaign are still to be determined as we track recovery trends and needs from the pandemic. Additionally, we are taking advantage of the opportunity to partner with Travel Oregon's PR agency this biennium to leverage their contractors and investments to help streamline and maximize our messaging efforts.

Local support and funding for tourism businesses

By a large margin, "help advocating for effective policies and funding to support tourism businesses/organizations" was the resource that 59% of stakeholders in the region identified as the best way to support them through the COVID-19 recovery. Additionally, grants and funding resources was the highest 1st priority of stakeholders in short term recovery needs and local sentiment towards tourism has been a growing topic for the past year. We are addressing these concerns in a couple of ways. First, through our Care for Community priority we are working towards gaining a better understanding of community sentiment towards tourism in the region and identifying ways to address this in our program of work. This

includes a resident survey we will be conducting as well as a robust public relations strategy for our region with the help of Travel Oregon. Additionally, we have hired a grant contractor who will be a resource to our tourism stakeholders to help lift their ability to identify and apply for funding resources to support their business needs.

DEPARTMENTAL STRATEGY OVERVIEW 21-23

GLOBAL MARKETING STRATEGY:

Our marketing tactics revolve around two of our main priorities for the region: destination and visitor management, and leveraging regional partnerships, particularly through investment opportunities with Travel Oregon. Our marketing and PR messages will be nimble and adapt to the evolving needs of our region. This includes supporting local communities and businesses as they recover from the COVID-19 pandemic and 2020 wildfires as well as addressing land management concerns and opportunities. With the use of Recovery and Stability funds this biennium, many of our marketing and communications tactics will have the ability to focus on in-state audiences in a way we have not been able to do before.

DESTINATION DEVELOPMENT STRATEGY:

Stewardship, safety, and community are the three main focus areas for our Destination Development tactics this biennium. Through direct investments in Trail and River Ambassador programs, along with promotion of Take Care Out There messaging, our region is prioritizing care for our public outdoor recreation areas. We will also be undertaking a significant investment in centering community in all the work that we do. To kick this work off, we are going to launch a region-wide resident survey to better understand the issues facing our communities and how they connect those to the tourism industry so that we can start to build a roadmap for future positive impact.

GLOBAL SALES STRATEGY:

As the world is only just starting to dip its toes back into international travel, the Mt. Hood and Columbia River Gorge region will focus on attending just a few key targeted international consumer and trade shows that align with our priorities and budget. We continue to value the benefits that international visitors bring to our region with longer stays and larger economic spending than in-state visitors. That is why in addition to our couple of investments we will be relying on the support of our partnership with Travel Oregon's Global Sales team to help lift our region in the spaces we cannot directly invest in and leverage leads they develop and capture for our regional partners.

STRATEGIC PARTNERSHIPS STRATEGY:

Strategic Partnerships are invaluable to the Mt. Hood and Columbia River Gorge region. You can see that in our tactics across the biennial plan with many tactic partnerships with Travel Oregon. Our specific investments in the Strategic Partnerships category were selected to both leverage opportunities with Travel Oregon and to support our partnerships with local and regional stakeholders. This includes supporting local partners with grant writing resources, training scholarships, guest service training, and supporting the RDMO and local DMOs with membership dues to key industry associations.

STAFFING & ADMINISTRATION STRATEGY:

The Mt. Hood and Columbia River Gorge RDMO will accomplish the proposed body of work with salary and benefits of a .75 FTE staff person. This role is supported by tactic specific contractors for content, FAM

coordination, and grant writing. The staff role will administer the body of work laid out in this plan as well as fulfill the role and duties expected of an RDMO, with support from the Mt. Hood and Columbia River Gorge Regional Tourism Alliance partners and other regional stakeholders.

EXHIBIT B

INSURANCE REQUIREMENTS

During the term of this Contract, Contractor must maintain in force at its own expense, each insurance, or self-insurance noted below:

(OTC must check boxes for #2, #3, & #4 as to whether insurance is required or not.)

1. **Required by OTC of Contractors with one or more workers, as defined by ORS 656.027. Workers' Compensation:** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

2. **Required by OTC** **Not required by OTC.**
Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$200,000 \$500,000 \$1,000,000 \$2,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional Services to be provided under this Contract.

3. **Required by OTC** **Not required by OTC.**
General Liability insurance with a combined single limit, or the equivalent, of not less than \$500,000 \$1,000,000 \$2,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the State of Oregon, Department of Justice and their divisions, officers and employees are Additional Insureds but only with respect to the Contractor's Services to be provided under this Contract.

4. **Required by OTC** **Not required by OTC.**
Automobile Liability insurance with a combined single limit, or the equivalent, of not less than Oregon Financial Responsibility Law (ORS 806.060) \$200,000 \$500,000 \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Contractor or its insurer(s) to OTC;

6. **Certificates of insurance.** As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to OTC prior to commencing the work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, or self-insurance.



Staff Report for Board of County Commissioners

From: Tourism

RE: Contract with Travel Oregon to receive Regional Recovery & Stability Funds

Date: 08/11/21

Members of the Board:

Approval of contract to receive Regional Recovery & Stability Funds from Travel Oregon for Mt. Hood/Gorge Region program.

Purpose/Outcome	This contract provides Tourism \$107,429 from Travel Oregon to mitigate the impact of pandemic on Mt. Hood/Gorge regional program revenue
Fiscal Impact	\$107,429 in revenue for Tourism in FY21/22.
Funding Source	Travel Oregon
Duration	This contract expires on June 30, 2023.
Counsel Review	1. 08/10/21 2. Andrew Naylor
Contact Person	Samara Phelps, Tourism & Cultural Affairs samara@mthoodterritory.com
Attached	State of Oregon Professional Services Contract – MHCRG2021-23CNT01_RCTP_RRSF

BACKGROUND:

Clackamas County serves as the Regional Destination Management Organization (RDMO) for Travel Oregon’s Regional Cooperative Tourism Program in the Mt. Hood/Gorge Region. This region includes the mountain communities of Clackamas County as well as Hood River County and portions of Wasco and east Multnomah County. This program is paid for by state transient lodging tax (TLT) funds. Travel Oregon distributes funds to the seven tourism regions based on state TLT collections in each region. Based on how funds for the regional program are collected and distributed the revenue lost due to the pandemic hits program revenue in FY21/22.

To mitigate the impact of the pandemic on RDMO revenue, Travel Oregon created the Regional Recovery & Stability Fund (RRSF). This contract is for the Mt. Hood/Gorge Region’s allocation of RRSF. This allocation of RRSF provides needed stability to the Mt. Hood/Gorge region program bringing the Mt. Hood/Gorge Region’s revenue for FY21/22 to just \$8,000 less than FY20/21. The result is no reduction in program deliverables this year.

RECOMMENDATION:

Staff recommend approval of the agreement.

Respectfully submitted,
/s/ Samara Phelps, Director
Tourism and Cultural Affairs

STATE OF OREGON PROFESSIONAL SERVICES CONTRACT

This contract for professional services (“**Contract**”) number **MHCRG2021-23CNT01_RCTP_RRSF** is between the State of Oregon (“**State**”), acting by and through its Oregon Tourism Commission, doing business as Travel Oregon (“**OTC**”), and Clackamas County – on behalf of its Department of Tourism (“**Contractor**”). OTC’s Contract Administrator for this Contract is identified in section 21.

1. Contract Term. This Contract is effective on the earlier of **July 1, 2021**, or the date it has been signed by OTC and Contractor, and all required State approvals have been obtained. This Contract continues through **June 30, 2023**, unless earlier terminated or extended by written, fully executed amendment. Contract termination does not extinguish or prejudice OTC’s right to enforce this Contract with respect to any default by Contractor that has not been cured.

2. Statement of Work; Consultant and Facilitation Services; Work Product; Deliverables. Contractor shall provide the services and deliver all associated deliverables (“**Work Product**”) described in Exhibit A, Statement of Work (“**Services**”), which is attached and incorporated into this Contract.

3. Consideration.

3.1 As payment in full for Services, OTC shall pay Contractor in the amounts specified in Exhibit A.

3.2 OTC will reimburse Contractor for reasonable and necessary travel and other expenses only if expressly provided in Exhibit A.

3.3 The maximum not-to-exceed amount payable to Contractor under this Contract, including all payments pursuant to Section 3.1 and any allowable expenses pursuant to section 3.2, is **\$107,429.00**. Contractor shall not submit invoices for, and OTC is not obligated to pay, any compensation in excess of this amount. If this maximum amount is increased by Contract amendment, the amendment must be fully effective before Contractor performs any Services subject to the amendment.

3.4 OTC is not obligated to pay Contractor for any Services unless such Services are complete, conform to the Contract specifications, and otherwise conform to the warranties and other terms of this Contract.

3.5 Contractor shall submit invoices no more than twice monthly to OTC’s Contract Administrator for Services performed. Contractor shall describe in each invoice all Services performed, the dates of performance, and by whom such Services were performed, and shall itemize and explain all expenses for which Contractor claims reimbursement. Contractor shall mail invoices to OTC at the address specified in section 21.

4. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence: this Contract less all exhibits, Exhibit A: Statement of Work and Exhibit B: Insurance Requirements. Exhibit A and Exhibit B are attached and incorporated into this Contract.

5. Independent Contractor; Responsibility for Taxes and Withholding.

5.1 Contractor performs all Services as an independent Contractor. Contractor is not an “officer,” “employee,” or “agent” of the State, as those terms are used in ORS 30.265. Contractor is responsible for determining the appropriate means and manner of performing the Services.

5.2 Contractor shall pay all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, OTC will not withhold from such compensation or payments any amounts to cover Contractor’s federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers’ compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

6. Subcontracts, Successors, and Assignments. Contractor shall not enter into any subcontracts for any of the Services required by this Contract without OTC’s prior written consent. OTC’s consent to any subcontract does not relieve Contractor of any of its duties or obligations under this Contract. The provisions of this Contract shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns, if any. Contractor shall not assign, delegate, or transfer any of its rights or obligations under this Contract without OTC’s prior written consent.

7. No Third Party Beneficiaries. OTC and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or is construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

8. Funds Available and Authorized; Payments. Contractor will not be compensated by any other agency or department of the State for Services performed under this Contract. OTC certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract within OTC’s current biennial appropriation or limitation. Contractor understands and agrees that OTC’s payment of amounts under this Contract is contingent on OTC receiving appropriations, limitations, allotments, or other expenditure authority sufficient to allow OTC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

9. Representations and Warranties.

9.1 Contractor’s Representations and Warranties. Contractor represents and warrants that:

9.1.1 Contractor has the power and authority to enter into and perform this Contract;

9.1.2 This Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable according to its terms;

9.1.3 Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and according to standards prevalent in Contractor’s industry, trade or profession; and

9.1.4 Contractor is and will be at all times during the term of this Contract, qualified, professionally competent, and duly licensed to perform the Services.

9.1.5 Contractor has all rights necessary in the Work Product to grant the rights to the Work Product required under this Contract and OTC's use of the Work Product shall not infringe the copyright or other intellectual property or proprietary rights of any third party;

9.1.6 To the best of Contractor's knowledge, the photographic images and OTC's authorized use of the images hereunder will not give rise to a claim by any persons depicted in the photographic images or by any third party of defamation, invasion of privacy, appropriation of likeness, unreasonable intrusion, public disclosure of private facts and holding up to a false light in the public eye;

9.1.7 All releases, permissions, and consents required in relation to the depiction of persons featured in the photographic images have been obtained for the purposes of OTC's authorized use of the Work Product under this Contract;

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

10. Ownership of Work Product.

10.1 Ownership by OTC. Unless otherwise provided in the Statement of Work, all Work Product is the exclusive property of OTC. Contractor hereby irrevocably assigns to OTC all of its rights, title, and interest in and to any and all of such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor forever waives any and all rights relating to such Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

10.2 Ownership by Contractor. If the Statement of Work provides that the copyright is owned by the Contractor, all Work Product is the exclusive property of the Contractor. Contractor hereby grants to OTC a perpetual, non-exclusive license to use, reproduce, display, publish and create derivative works of the Work Product. Unless otherwise provided in the Statement of Work, OTC's use of the Work Product includes the right for OTC to sublicense these photographic images to other Oregon state and local government agencies and to industry partners who comprise the news media, tour operators, meeting planners and other authorized third parties ("Sublicensees").

11. Contribution.

11.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against OTC or Contractor with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are

conditions precedent to that Party's liability with respect to the Third Party Claim.

11.2 With respect to a Third Party Claim for which OTC is jointly liable with Contractor (or would be if joined in the Third Party Claim), OTC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Contractor in such proportion as is appropriate to reflect the relative fault of the OTC on the one hand and of the Contractor on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OTC on the one hand and of Contractor on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OTC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if OTC had sole liability in the proceeding.

11.3 With respect to a Third Party Claim for which Contractor is jointly liable with OTC (or would be if joined in the Third Party Claim), Contractor shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OTC in such proportion as is appropriate to reflect the relative fault of Contractor on the one hand and of OTC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Contractor on the one hand and of OTC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Contractor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

12. Insurance. Contractor shall maintain the insurance coverage specified in in Exhibit B, Insurance.

13. Termination.

13.1 Termination by OTC for Convenience. At its sole discretion, OTC may terminate this Contract for its convenience upon sixty (60) days written notice to Contractor.

13.2 Termination by OTC for Cause. In addition to any other rights and remedies OTC may have under this Contract, OTC may terminate this Contract, in whole or in part, immediately upon written notice to Contractor, or at such later date as OTC may establish in such notice, upon the occurrence of any of the following events:

13.2.1 Funding from federal, state, or other sources is not obtained and continued at levels sufficient to pay for Contractor's Services;

13.2.2 Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the performance of the Services under this Contract is prohibited, or OTC is prohibited from paying for such Services from the planned funding source;

13.2.3 Contractor no longer holds a license or certificate that is required for it to perform the Services;
or

13.2.4 Contractor commits any material breach or default of any covenant, warranty, obligation or certification under this Contract, fails to perform the Services in conformance with the requirements and warranties provided herein, or so fails to pursue the Services as to endanger Contractor's performance under this Contract according to its terms, and such breach, default or failure is not cured within ten (10) business days after delivery of OTC's notice or such longer period as OTC may specify in such notice.

13.3 Termination by Contractor. Contractor may terminate this Contract upon occurrence of the following

13.3.1 : If OTC fails to pay Contractor any amount pursuant to the terms of this Contract, and OTC fails to cure such failure within thirty (30) days after Contractor's notice of termination for nonpayment, or such longer period as Contractor may specify in such notice;

13.3.2 For its convenience upon sixty (60) days written notice to OTC;

13.3.3 Immediately if Contractor fails to receive funding or other expenditure authority at levels sufficient for Contractor to continue to perform under this Agreement.

13.4 Contract termination pursuant to this section 13 shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination under this section 13, Contractor shall immediately cease all activities under this Contract, unless expressly directed otherwise by OTC in the notice of termination. Further, upon termination, Contractor shall deliver to OTC all documents, information, works-in-progress, Work Product, and other property that is or would be deliverables had this Contract been completed.

14. Confidentiality. Contractor acknowledges that Contractor and its employees or agents may, in the course of performing Services under this Contract, be exposed to or acquire communication that is confidential, privileged communication not intended to be disclosed to third parties.

Contractor agrees that any Work Product created by Contractor and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract is deemed "Confidential Information" of OTC. Confidential Information does not include information which is or becomes (other than by disclosure by Contractor) publicly known.

Contractor agrees to hold such Confidential Information in strict confidence and to not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such information for any purposes whatsoever other than the provision of Services to OTC. Contractor agrees to advise each of its employees and agents of their obligations to keep such information confidential.

Notwithstanding anything to the contrary, Contractor's obligations under this Agreement are expressly subject to the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 *et. seq.*, and any other applicable state or federal law. While Contractor will make good faith efforts to perform under this

Agreement, Contractor's disclosure of Confidential Information, in whole or in part, will not be a breach of the Agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes.

If Contractor is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, Contractor shall notify OTC within a reasonable period of time of the request. OTC is exclusively responsible for defending OTC's position concerning the confidentiality of the requested information. Contractor is not required to assist OTC in opposing disclosure of Confidential Information.

15. Records Maintenance; Access. Contractor shall maintain all financial records relating to this Contract according to generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that OTC, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Contractor that are pertinent to this Contract, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

16. Compliance with Applicable Law. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to this Contract.

17. Limitation of Liabilities. OTC AND CONTRACTOR ARE NOT LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES UNDER THIS CONTRACT OR (ii) ANY DAMAGE OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

18. Force Majeure. State and Contractor are not liable for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of the State or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

19. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 1, 7, 8, 9, 10, 11, 13, 14, 15, 19, 24, and 25.

20. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

21. Notice. Except as otherwise provided in this Contract, any notices between the parties that relate to this Contract must be given in writing and delivered by one of the following methods: United States Postal Service (postage prepaid), express courier, facsimile, email or personal delivery to the other party at the physical address, facsimile number or email address set forth below or to such other addresses or numbers as either party may hereafter designate in writing. Any notice mailed or couriered is effective three (3) calendar days after the

postmark date or the date that the notice is submitted to the courier for delivery, respectively. Any notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of a successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice delivered by email is effective on the day the email was received by the recipient, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against OTC, Contractor must confirm by telephone call to OTC’s Contract Administrator that OTC received any notice transmitted by facsimile or email. Any notice given by personal delivery is effective immediately if delivery is made to the individuals identified below.

IF TO OTC:	IF TO CONTRACTOR:
<p>Todd Davidson, CEO</p> <p>Oregon Tourism Commission 319 SW Washington Street, Suite 700 Portland, OR 97204</p> <p>(971) 717-6205 (voice) (971) 717-6215 (fax)</p> <p>Email: accounting@traveloregon.com</p>	<p>Samara Phelps, Executive Director</p> <p>Clackamas County Department of Tourism 2051 Kaen Rd Oregon City, OR 97045</p> <p>(971) 334-9479</p> <p>Email: samara@mthoodterritory.com</p>

22. Severability. The parties agree that if any term 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 will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term held to be invalid.

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

24. Choice of Law; Designation of Forum; Federal Forum.

24.1. Choice of Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

24.2. Designation of Forum. Any claim, action, suit or proceeding (collectively, “Claim”) between OTC (or any other agency or department of the State) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of the State of Oregon for

Marion County. Contractor hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

24.3. Federal Forum. Notwithstanding section 24.2, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

25. Merger Clause; Waiver. This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written, regarding this Contract that are not specified in this Contract. No waiver, consent, modification or change of terms of this Contract binds all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, is effective only in the specific instance and for the specific purpose given. The failure of OTC to enforce any provision of this Contract does not constitute a waiver by OTC of that or any other provision.

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

27. Contractor Data and Certification.

27.1. Contractor Tax Identification Information. Contractor shall provide Contractor’s Social Security number or Contractor’s federal tax ID number and the additional information set forth in federal form W-9 and through other tax identification means as may be required by state and federal law. This information is requested pursuant to ORS 305.385. Social Security Numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws.

27.2. In addition, OTC seeks voluntary reporting on the information set forth below. This reporting along with information provided by other contractors, may be provided to the Oregon Governor’s Office per Section 26.6 in an effort to better measure state agency equity and diversity in awarding contracts. Reporting on the information below, while voluntary, is requested.

Name (tax filing): _____

Address: _____

Does your business have an adopted Equity, Diversity, or Inclusion statement?

Yes No

If yes, in the lines below, please provide statement or business position on Equity, Diversity and Inclusion:

Business Designation (check one):

Corporation Partnership Limited Partnership Limited Liability Company

Limited Liability Partnership Sole Proprietorship Other: _____

COBID / WMWESB / Other Status (optional):

Minority/Woman Owned Business Veteran Owned Business Disadvantaged Business Enterprise

Emerging Small Business B-Corp

27.3 Certification. The Contractor certifies under penalty of perjury that: (a) the number shown above is Contractor’s correct taxpayer identification and the other information provided is correct; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) the individual is authorized to act on behalf of Contractor, has authority and knowledge regarding Contractor’s payment of taxes, and to the best of the individual’s knowledge, Contractor is not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes and Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

27.4 Anti-discrimination certification. Pursuant to ORS 279A.110, the Contractor shall not, in the awarding of subcontracts, discriminate against a disadvantage business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.

27.5 Certification under ORS 200.055. Respecting certification as a disadvantage business enterprise, minority-owned business, woman-owned business, business that a service-disabled veteran owns or an emerging small business under ORS 200.055, as and when applicable, the Contractor shall maintain the certifications, and require in its subcontracts that subcontractors maintain the certifications, required by ORS 279A.107.

27.6 Notice to Governor’s Advocate. OTC may provide notice to the Governor’s Advocate for MWESBs reporting requirements. Public contracts with a value of \$10,000 or more may be provided to

the Governor’s Advocate regarding:

- a. Bid or proposal solicitations; and
- b. Contract awards

28. Stop-Work Order. OTC may, at any time, by written notice to Contractor, require Contractor to stop all, or any part, of the work required by this Contract for a period of up to 180 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Contractor shall immediately comply with the stop-work order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop-work-order notice. Within a period of 180 days after issuance of the notice, or within any extension of that period to which the parties have agreed, OTC shall either:

- a. Cancel or modify the stop-work order by a supplemental written notice; or
- b. Terminate the work as permitted by either the Convenience or Cause provisions of Section 13.

If the stop-work order is canceled, OTC may, in its sole discretion and after receiving and evaluating a request by Contractor, agree to adjust the Contract term or price by a duly executed amendment.

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

**CLACKAMAS COUNTY on behalf of its
Department of Tourism**

**STATE OF OREGON acting by and through
the OREGON TOURISM COMMISSION**

Signature: _____
Tootie Smith,
Chair, Board of Commissioners

Signature: _____
Todd Davidson, CEO

Date: _____

Date: _____

**EXHIBIT A
STATEMENT OF WORK**

Contractor will provide OTC with a regional tourism strategy (RCTP Plan) using OTC provided templates, when provided, that outlines regional priority initiatives and intended future activities through investment of state funds. Initiatives and activities may include but are not limited to; branding, marketing, increasing domestic and international visitors, improving, or expanding tourism product, supporting tourism business and economic development, destination management and improving visitor experiences in the region. Contractor will use state lodging tax funds provided by OTC to implement an approved RCTP Plan for the utilization of funds provided in this Agreement and in accordance with the Guidelines attached as A.1.

Contractor’s implementation of the RCTP Plan will be in accordance with priorities and goals, success measures, and departmental strategies set forth in Contractor’s response to OTC, a copy of which is attached hereto as Exhibit A.2 and incorporated by this reference herein.

PAYMENT TERMS / BUDGET SUMMARY:

Contractor will conduct work identified in this Agreement with funds provided by OTC as follows:

	2021-2022	BUDGET
	RRSF	\$107,429.00
	TOTAL	\$107,429.00

SCHEDULE

Contract anticipates the following schedule for each year of this agreement:

- July 1: Contract for services executed by OTC and sent to Contractor
- Contractor will execute agreement and return along with an invoice requesting payment to accounting@traveloregon.com . RDMO may invoice for total annual amount if RCTP Plan has been approved or for **\$25,000** if RCTP Plan approval is pending. Invoice must include contract # and reference “2021-22” or “2022-23”
- Mid-year progress report due on date provided by OTC, but not sooner than January 31
- OTC to provide Contract amendment to Contractor reflecting prior calendar year pro rata share no later than March 31
- July 31: Annual year-end reports for use of all direct regional investment money due

OTC will use a digital signing process via the website Right Signature to obtain fully executed contracts. In no case will the payment for all services exceed the maximum, not-to-exceed amount of this agreement unless an amendment to this agreement is signed by all parties authorizing additional payment. Terms for all payments are net 30 from receipt and acceptance of invoice.

- All invoices must be emailed to accounting@traveloregon.com
- All invoices must include reference to **Purchase Order #2021-011** and include reference to this contract: **MHCRG2021-23CNT01_RCTP_RRSF**.

- The following details must be included on all invoices:
 - Identification work performed or services rendered and related to the Statement of Work established in this contract.

No payments will be made without a detailed invoice including the requirements outlined in the payment terms or prior to receipt of Contractor providing an up to date IRS W-9 Form. To protect yourself and your business, we urge contractors not to email any confidential information. OTC will only accept sensitive information necessary for our records through a secure and confidential site such as "Share File". Alternatively, signature pages and sensitive information may be mailed to OTC at address provided in Section 21, Notice.

Travel and Other Expenses.

Travel and related other expenses are not authorized under this Agreement as separate Contractor compensation with prior written approval by OTC and only if accompanied by substantiation of travel and related expenses.

EXHIBIT A.1 GUIDELINES

Contractor has been designated by OTC as Regional Destination Management Organization and will:

Key Considerations and Programming Parameters of the Regional Recovery & Stability Funds (RRSF):

- Regions may choose to invest RRSF resources into regional grants/strategic investment funds to allow for investments in projects within their region that are in high demand and responsive to critical issues and needs.
- In-state marketing is permitted with RRSF (Please note Oregon statutes do not allow for regions to use RCTP funds (20% of state TLT revenue as defined in statute) to market in state.) Regions may use the RRSF to develop in-state marketing efforts and programs that will drive recovery in the short term.
- The RRSF cannot be used on administration or staffing costs. Administrative funds were increased to 40% under emergency RCTP guidelines, and the RCTP is still under emergency management guidelines.
- RRSF can be programmed across an RDMO's defined objectives and programming, and the RRSF can be leveraged with Travel Oregon via the Menu of Investment Opportunities or other catalytic programming. RCTP funding ratios still apply to RCTP funds.
- RRSF funds can be rolled over from year one to year two of the 21-23 biennium, but RRSF cannot be transferred to the 23-25 biennium.
- The RCTP team at Travel Oregon will monitor the budget/actual for the RRSF funds at quarterly RCTP consultations and may ask for additional details regarding the spend.
- RRSF will be categorized and featured in the RCTP dashboard for public viewing and transparency purposes.

*** Although RRSF funds can be used for marketing, under current state public health guidance, and at the request of Governor Brown, resources should not be directed to travel/tourism/promotional marketing at certain time. The Travel Oregon RCTP, public affairs, and marketing team will keep the RDMOs apprised of this situation and will inform RDMOs when traditional marketing investments can occur using RRSF resources. ***

EXHIBIT A.2 2021-2023 RDMO PLAN

REGION:

Mt. Hood and the Columbia River Gorge

MISSION:

The Mt. Hood and Columbia River Gorge Regional Tourism Alliance seeks to use responsible visitor management to build awareness for the region as a multi-day and year-round travel destination that benefits all communities. Our mission is to continuously and creatively address the challenges that come with being a mature destination that is surrounded by small communities and neighbors Oregon's largest metro area.

RCTP PRIORITIES & GOALS:

What are the goals for the RCTP program in your region for 2021-2023?

The Mt. Hood and Columbia River Gorge RDMO reviewed and synthesized all our stakeholder feedback and came up with these 5 priority areas to focus on for the FY21-23 biennium. Each priority has an associated goal.

Priority 1: Care for Community.

Goal: Create and support ways in which our communities can engage with, advocate for, and understand the benefits from the tourism economy.

Priority 2: Destination and Visitor Management.

Goal: Leverage and support tools and programs that address high-use/low-use issues, seasonality, and economic impact needs in the region.

Priority 3: Improve Visitor Experiences.

Goal: Access funding and partnerships that support regional partners with improving existing visitor experiences in the region.

Priority 4: Leverage Resource through partnerships.

Goal: Expand the work the RDMO can accomplish to meet our goals through partnerships with Travel Oregon, other RDMOs, DMOs, associations, and other stakeholders.

Priority 5: Regional Alignment.

Goal: Maintain and support a strong sense of alignment between Mt. Hood and the Columbia River Gorge in visitor communications.

OVERALL SUCCESS MEASURES:

How is success of your organization measured at a macro level? Please describe your measures and goals for overall organizational and regional success.

At a macro level, our organizational success is measured by stakeholder satisfaction, economic impact in our communities, and progress towards our priorities. Key measurements for macro level success include:

- the biannual stakeholder survey and partner feedback at stakeholder meetings where we have the opportunity to check in on the relevancy and effectiveness of our work on an on-going basis
- annual Dean Runyan economic impact reports

Additionally, in this biennium, our organizational success rests in our ability to help support our region's communities through a thoughtful tourism recovery from the COVID-19 pandemic.

STAKEHOLDER FEEDBACK:

Summarize how your plan is informed by stakeholder feedback. What are the most important objectives as indicated by your stakeholders? How will you respond to those needs? The Mt. Hood and Columbia River Gorge regional FY21-23 plan was informed by an October 2020 Stakeholder Survey, March 2021 Stakeholder

Engagement Session, and a number of discussions and check points with our region's DMOs, networks, and public and private entities throughout the last 12 months. The key objectives indicated by stakeholders are reflected in our biennial priorities and goals, but we have listed a few of the below with examples of how they are being addressed in the plan.

Destination and visitor management issues: congestion, transportation, trash, etc.

As a mature destination with world class outdoor recreation assets, our region normally experiences high use issues in our public lands and along transportation corridors. This management issue has only been exasperated by the increase in outdoor recreation use due to the COVID-19 pandemic. Stakeholders concerns from the survey center around congestion on trails, in parking lots, and along transportation corridors (including Hwy 26 and the Historic Columbia River Highway), and trash on trails and in communities. We are responding to these needs in a variety of ways, including:

- Direct investments in stewardship programs in high use areas, including Trail Ambassadors on Mt. Hood and in the Gorge and River Ambassadors along the Clackamas River.
- Funding to boost Take Care Out There messaging during peak issue seasons.
- Providing the services of our grant contractor to key partners seeking funding for management solutions.
- Staff participation in region-wide transportation and recreation groups and committees.
- PR investments to target messaging away from congested areas and towards our lesser visited communities.
- Re-printing of the Infinity Loop map which highlights lesser visited areas, with a tactic of driving visitor flow away from high-use areas.

Marketing and promotion

As with many destinations across the state, the COVID-19 pandemic and 2020 wildfire season significantly impacted the tourism and hospitality industry in our region resulting in layoffs, decreased revenues, and some business closures. That is why it is not surprising that a focus on marketing and promotion was the top long-term priority stakeholders indicated for our region. Previous investments in marketing in our region have been centered on getting key messages into PR and boosting the catalogue of visual assets for our regional partners. This biennium, however, due to the feedback from stakeholders, we are planning to fund a marketing campaign targeted at supporting our tourism businesses. The timing and key messages of the marketing campaign are still to be determined as we track recovery trends and needs from the pandemic. Additionally, we are taking advantage of the opportunity to partner with Travel Oregon's PR agency this biennium to leverage their contractors and investments to help streamline and maximize our messaging efforts.

Local support and funding for tourism businesses

By a large margin, "help advocating for effective policies and funding to support tourism businesses/organizations" was the resource that 59% of stakeholders in the region identified as the best way to support them through the COVID-19 recovery. Additionally, grants and funding resources was the highest 1st priority of stakeholders in short term recovery needs and local sentiment towards tourism has been a growing topic for the past year. We are addressing these concerns in a couple of ways. First, through our Care for Community priority we are working towards gaining a better understanding of community sentiment towards tourism in the region and identifying ways to address this in our program of work. This includes a resident survey we will be conducting as well as a robust public relations strategy for our region with the help of Travel Oregon. Additionally, we have hired a grant contractor who will be a resource to our tourism stakeholders to help lift their ability to identify and apply for funding resources to support their

business needs.

DEPARTMENTAL STRATEGY OVERVIEW 21-23

GLOBAL MARKETING STRATEGY:

Our marketing tactics revolve around two of our main priorities for the region: destination and visitor management, and leveraging regional partnerships, particularly through investment opportunities with Travel Oregon. Our marketing and PR messages will be nimble and adapt to the evolving needs of our region. This includes supporting local communities and businesses as they recover from the COVID-19 pandemic and 2020 wildfires as well as addressing land management concerns and opportunities. With the use of Recovery and Stability funds this biennium, many of our marketing and communications tactics will have the ability to focus on in-state audiences in a way we have not been able to do before.

DESTINATION DEVELOPMENT STRATEGY:

Stewardship, safety, and community are the three main focus areas for our Destination Development tactics this biennium. Through direct investments in Trail and River Ambassador programs, along with promotion of Take Care Out There messaging, our region is prioritizing care for our public outdoor recreation areas. We will also be undertaking a significant investment in centering community in all the work that we do. To kick this work off, we are going to launch a region-wide resident survey to better understand the issues facing our communities and how they connect those to the tourism industry so that we can start to build a roadmap for future positive impact.

GLOBAL SALES STRATEGY:

As the world is only just starting to dip its toes back into international travel, the Mt. Hood and Columbia River Gorge region will focus on attending just a few key targeted international consumer and trade shows that align with our priorities and budget. We continue to value the benefits that international visitors bring to our region with longer stays and larger economic spending than in-state visitors. That is why in addition to our couple of investments we will be relying on the support of our partnership with Travel Oregon's Global Sales team to help lift our region in the spaces we cannot directly invest in and leverage leads they develop and capture for our regional partners.

STRATEGIC PARTNERSHIPS STRATEGY:

Strategic Partnerships are invaluable to the Mt. Hood and Columbia River Gorge region. You can see that in our tactics across the biennial plan with many tactic partnerships with Travel Oregon. Our specific investments in the Strategic Partnerships category were selected to both leverage opportunities with Travel Oregon and to support our partnerships with local and regional stakeholders. This includes supporting local partners with grant writing resources, training scholarships, guest service training, and supporting the RDMO and local DMOs with membership dues to key industry associations.

STAFFING & ADMINISTRATION STRATEGY:

The Mt. Hood and Columbia River Gorge RDMO will accomplish the proposed body of work with salary and benefits of a .75 FTE staff person. This role is supported by tactic specific contractors for content, FAM coordination, and grant writing. The staff role will administer the body of work laid out in this plan as well as fulfill the role and duties expected of an RDMO, with support from the Mt. Hood and Columbia River Gorge Regional Tourism Alliance partners and other regional stakeholders.

EXHIBIT B

INSURANCE REQUIREMENTS

During the term of this Contract, Contractor must maintain in force at its own expense, each insurance, or self-insurance, noted below:

(OTC must check boxes for #2, #3, & #4 as to whether insurance is required or not.)

1. **Required by OTC of Contractors with one or more workers, as defined by ORS 656.027. Workers' Compensation:** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

2. **Required by OTC** **Not required by OTC.**
Professional Liability insurance with a combined single limit, or the equivalent, of not less than
 \$200,000 \$500,000 \$1,000,000 \$2,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional Services to be provided under this Contract.

3. **Required by OTC** **Not required by OTC.**
General Liability insurance with a combined single limit, or the equivalent, of not less than
 \$500,000 \$1,000,000 \$2,000,000 each occurrence for Bodily Injury and Property Damage.
It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the State of Oregon, Department of Justice and their divisions, officers and employees are Additional Insureds but only with respect to the Contractor's Services to be provided under this Contract.

4. **Required by OTC** **Not required by OTC.**
Automobile Liability insurance with a combined single limit, or the equivalent, of not less than
 Oregon Financial Responsibility Law (ORS 806.060) \$200,000
 \$500,000 \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Contractor or its insurer(s) to OTC;

6. **Certificates of insurance.** As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to OTC prior to commencing the work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, or self-insurance.



CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

Capt. Malcolm McDonald
 Director

July 28, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between
 Clackamas County Community Corrections (CCCC) and Housing Authority of Clackamas
 County (HACC) for Supportive Mental Health Housing

Purpose/Outcomes	Approval of an IGA between HACC and CCCC, for funding supportive mental health housing for clients exiting incarceration.
Dollar Amount and Fiscal Impact	\$343,064 – No County General Funds are involved.
Funding Source(s)	Supportive Housing Services
Duration	July 1, 2021 – June 30, 2022
Previous Board Action	
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Build public trust through good government
Counsel Review	
Contact Person	Malcolm McDonald, CCCC Director (503) 655-8717
Contract Number	Contract No. TBD

BACKGROUND: With the funds, provided by HACC under this Agreement, Clackamas County Community Corrections (CCCC) will continue to fund an existing program partnership with Bridges to Change (BTC) for housing needs related to CCCC’s most vulnerable participant who experience severe and persistent mental illness and need programming-related support to maintain stable housing. BTC provides the supportive mental health housing in two separate houses; Serenity and Haven. Serenity provides support for eight women in the program with one live in house manager. Haven house supports 11 men in the program with one live in house manager. The Mental Health Housing program in both houses has certified recovery mentors, behavioral health care providers and probation officers that participate with the participant care team.

RECOMMENDATION: CCCC respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement with Housing Authority of Clackamas County to provide supportive mental health housing, and authorizes Malcolm McDonald, CCCC Director to sign on behalf of Clackamas County and Commissioner Tootie Smith, Chair, to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Captain Malcolm McDonald
 Director, Community Corrections

**INTERGOVERNMENTAL AGREEMENT
BETWEEN HOUSING AUTHORITY OF CLACKAMAS COUNTY
AND CLACKAMAS COUNTY COMMUNITY CORRECTIONS**

THIS AGREEMENT (this "Agreement") is entered into between the Housing Authority of Clackamas County ("HACC") and Clackamas County Community Corrections ("CCCC") collectively referred to as the "Parties" and each a "Party." HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes.

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

County has requested, and HACC has agreed, that HACC provide funding to cover housing needs for County's Community Corrections clients who have disabling conditions that are currently housed in supportive mental health housing.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2022, whichever is sooner.
2. **Scope of Work.** CCCC agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** HACC agrees to pay CCCC, from available and authorized funds, a sum not to exceed **Three Hundred Forty Three Thousand Sixty Four Dollars (\$343,064)** for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, payment will be contingent on recipient of Metro Supportive Housing Services funds to the HACC. CCCC shall submit itemized monthly invoices for reimbursement payments to HACC. CCCC shall only use the funds provided under this Agreement for the purposes described in Exhibit A. CCCC may begin accruing expenditures against this contract on July 1, 2021. Reporting requirements in Exhibit B will be reviewed quarterly by HACC.
5. **Representations and Warranties.**
 - A. *County Representations and Warranties:* County represents and warrants to HACC that CCCC has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
 - B. *HACC Representations and Warranties:* HACC represents and warrants to CCCC that HACC has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.

C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either HACC or CCCC may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either HACC or CCCC 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 begins 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. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. HACC or CCCC 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.
- D. Either Party may terminate this Agreement in the event the terminating Party fails to receive expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or the terminating Party is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, HACC agrees to indemnify, save harmless and defend CCCC, 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 arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of HACC or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which HACC has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, CCCC agrees to indemnify, save harmless and defend HACC, 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 arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of CCCC or its officers, elected

officials, owners, employees, agents, or its subcontractors or anyone over which CCCC has a right to control.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. 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.

A. Vahid Brown or their designee will act as liaison for HACC.

Contact Information:

VBrown@clackamas.us

Malcom McDonald or their designee will act as liaison for CCCC.

Contact Information:

malcolmmcd@clackamas.us

10. **General Provisions.**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Housing Authority of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between HACC and CCCC that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by CCCC of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby

integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.

- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly 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. **Access to Records.** CCCC shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. CCCC shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, CCCC shall permit HACC’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the District’s Project Manager.
- F. **Hazard Communication.** CCCC shall notify HACC prior to using products containing hazardous chemicals to which HACC employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon HACC’s request, CCCC shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **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.

- I. **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.
- J. **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.
- K. **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.
- L. **No Third-Party Beneficiary.** HACC and CCCC are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Subcontract and Assignment.** CCCC shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from HACC, which shall be granted or denied in HACC's sole discretion. HACC's consent to any subcontract shall not relieve CCCC of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (E), (G), (H), (I), (J), (L), (O), (R), (T) and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.

- P. **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.
- Q. **Time is of the Essence.** CCCC agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither HACC nor CCCC shall be held responsible for delay or default caused by events outside of CCCC or HACC's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, CCCC shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** CCCC acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by CCCC or its employees or agents in the performance of this Agreement shall be deemed confidential information of HACC ("Confidential Information"). CCCC agrees to hold Confidential Information in strict confidence, using at least the same degree of care that CCCC 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 Agreement.
- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

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

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Chair, Tootie Smith
Commissioner, Sonya Fischer
Commissioner, Paul Savas
Commissioner, Martha Schrader
Commissioner, Mark Shull
Resident Commissioner, Anne Leenstra

Signing on Behalf of the Housing Authority
Board

CLACKAMAS COUNTY

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

Signing on Behalf of the Clackamas
County Board

Jill Smith, Executive Director

Tootie Smith, Chair

Exhibit A SCOPE OF WORK

Background:

With the funds, provided by HACC under this Agreement, Clackamas County Community Corrections (CCCC) will continue to fund an existing program partnership with Bridges to Change (BTC) for housing needs related to CCCC's most vulnerable participants who experience severe and persistent mental illness and need programming-related support to maintain stable housing. BTC provides the supportive mental health housing in two separate houses: Serenity and Haven. Serenity house provides support for eight women in the program with one live in house manager. Haven house supports 11 men in the program with one live in house manager. The Mental Health Housing program in both houses has certified recovery mentors, behavioral health care providers and probation officers that participate with the participant care team.

Budget:

Total combined 12-month program and housing cost in FY22 is **\$347,064**. CCCC may use the funds provided under this Agreement for the following:

1. Staffing: The program staffing model is 4.43 FTE totaling \$213,586
 - a. Salaries and Wages: \$166,768
 - i. 2 FTE Male Peer Mentor
 - ii. 1.5 FTE Female Peer Mentor
 - iii. 0.5 FTE Program Manager
 - iv. 0.08 FTE Associate Director of Peer Services
 - v. 0.35 FTE live-in House Managers (staff are provided free rent and work minimal hours, with Peer support primarily provided by Peer Mentors)
 - b. Payroll taxes budgeted at 10% of Salaries/Wages: \$16,677
 - c. Benefits based on actual employer contribution of individual benefits: \$24,505
 - d. Software: Electronic Health Record and HMIS license fees: \$4,587
 - e. Professional Development: Estimated at \$1,050

2. Supportive Services: Housing occupancy costs and other direct expenses for housing and programming totaling \$100,927
 - a. Combined House Rent: \$22,920 (note Clackamas County owns the home at SE River Rd, so Bridges to Change only pays utilities)
 - b. Combined House utilities and other expenses directly tied to the houses \$19,024
 - c. Combined Housing Costs: Includes allocation of Bridges to Change facilities and housing team, maintenance costs, housing supplies (toilet paper, cleaning supplies, etc), maintenance vehicles, and other housing expenses challenging to allocate directly to individual homes. Allocation method is based on total bed capacity by house. \$17,142
 - d. Program costs including rent, utilities, program supplies, computer supplies, and copying based on Clackamas County Office allocation. \$26,049
 - e. Auto Expense: Mental Health program van expense \$1,000

f. Shared Cost Allocation: CCCC allocation for insurance, training, mileage, and other benefits/fees that are challenging to allocate directly but do not qualify as “administrative”. Allocation method is based on FTE by program: \$14,791

3. Flexible Funding: Client services and recreation totaling \$1,000

4. Administration: Based on 10% Federal De Minimis rate totaling \$31,551

Additional:

CCCC will continue the existing contract with BTC. If contract is amended or canceled, CCCC will notify HACC within 30 days.

Exhibit B

SHS Data Tracking and Reporting

Reporting

CCCC will ensure BTC complies with all Supportive Housing Services data entry requirements for the Homeless Management Information System (HMIS). Data entry is required at program start, annual assessment (where applicable), and program exit. This information is to be reported on HMIS data forms which the County will provide on an as-needed basis. See attached HMIS data forms. All HMIS data forms are subject to change. Within the Program Start assessment, data must be entered to distinguish between Population A and Population B, as defined by the SHS measure.

Population A, defined as people with incomes below 30% AMI, have one or more disabling conditions, and who are experiencing or at imminent risk of experiencing long-term or frequent episodes of literal homelessness; and

Population B, defined as people who are experiencing homelessness or have substantial risk of experiencing homelessness.

BTC is required to complete all data elements in HMIS within 5 business days of data collection. All data must be complete and accurate by the 14th day after the end of each quarter.

BTC is required to offer a CHA assessment within one week of participant moving into the transitional housing program. The CHA data must be entered into HMIS. If the participant declines to be assessed through CHA, a case note documenting the refusal must be noted.

HACC will provide BTC with necessary HMIS and CHA training both initially and on-going, as needed.

How data will be tracked

Each service provider will be required to enter a standardized list of data elements in the Homeless Management Information System (HMIS) for each member of each household served with Supportive Housing Services Funding (SHS) funding. Creating and updating this standardized list of data elements is done with tri-county coordination. Data elements currently include items such as: name, date of birth, race, ethnicity, gender, veteran status, health insurance info, disability status, monthly income, non-cash income types, and history of homelessness.

How the data will be used

Data entered into HMIS by each service provider will contribute to system-wide data measures. Each measure includes sub-measures where further evaluation based on equity (race and ethnicity data) and priority population served (A/B) is done. Additionally, in most cases, measurement can be done at the program level, to identify strengths and areas for improvement.

System-wide Measures include:

1. Number of households in need

2. Length of time individuals and families spend in a homeless situation, on average
3. Number of new units created
4. Number of households newly placed into permanent housing and number of households assisted with homelessness prevention funds
5. Rate of those placed in permanent housing who retained that housing both during program participation and after program completion
6. Rate of households who were placed in permanent housing, but subsequently returned to homelessness

Local Clackamas County measures may be added in the future. HMIS training and support will be provided.

Attached Data Forms

- Entry
- Interim Review – Annual Review
- Exit

HMIS DATA FORM

ENTRY

PROGRAM: **COVID-19** START DATE:
 (Yes/No)

FORMS ARE DUE TO HMIS PROGRAM AIDE WITHIN 2 DAYS OF PROJECT START DATE

CLIENT SEARCH	(1) Head of HH	(2) Other HH Member	(3) Other HH Member	(4) Other HH Member	(5) Other HH Member
HMIS Client ID #:					
NAME(s):					
Social Security:	__-__-____	__-__-____	__-__-____	__-__-____	__-__-____

U.S. Military Veteran? (Adults only):

No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Yes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client Doesn't Know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client Refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Relationship to Head of HH*:

Date of Birth:

Gender:

Female	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Male	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trans Female (MTF or Male to Female)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trans Male (FTM or Female to Male)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gender Non-Conforming (i.e. not exclusively male or female)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Race: (CHECK ALL THAT APPLY)

American Indian or Alaska Native	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Asian	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Black or African American	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Native HAW or Other Pacific Islander	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
White	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Ethnicity: (Hispanic/Latino)

Hispanic/Latino (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-Hispanic/Non-Latino (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Relationship to Head of Household:

Self (head of household)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Head of household's child	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Head of household's spouse or partner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Head of household's other relation member (other relation to head of household)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: non-relation member	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*See KEY for acceptable responses.

HMIS DATA FORM

ENTRY

	(1)	(2)	(3)	(4)	(5)
HMIS ROI	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Start Date:					
End Date:					
Witness:					
OHCS Release Granted?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Start Date:					
End Date:					
Documentation:					
Signed Statement from Client	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Verbal Consent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Verification from Other Institution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Covered by Health Insurance? (ALL CLIENTS)

Yes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If 'Yes', Source of Health Insurance

Medicaid	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Medicare	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
State Children's Health Insurance Program (CHIP)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Veteran's Administration (VA) Medical Services	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Employer-Provided Health Insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Health Insurance obtained through COBRA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Private Pay Health Insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
State Health Insurance for Adults (OHP)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Indian Health Service Program	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Other (Describe)					

Does the client have a disabling condition? (Required for all household members)

Yes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Disability Type: (Required for all household members)

Alcohol Abuse (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Expected to be of long duration?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If, Yes expected to substantially impairs ability to live independently?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Notes on Disability:					

Drug Abuse (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Expected to be of long duration?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If, Yes expected to substantially impairs ability to live independently?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Notes on Disability:					

*See KEY for acceptable responses.

HMIS DATA FORM

ENTRY

	(1)	(2)	(3)	(4)	(5)
Both Alcohol and Drug Abuse (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Expected to be of long duration?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If, Yes expected to substantially impairs ability to live independently?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Notes on Disability:					

	(1)	(2)	(3)	(4)	(5)
Developmental (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Expected to be of long duration?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If, Yes expected to substantially impairs ability to live independently?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Notes on Disability:					

	(1)	(2)	(3)	(4)	(5)
HIV/AIDS (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Expected to be of long duration?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If, Yes expected to substantially impairs ability to live independently?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Notes on Disability:					

	(1)	(2)	(3)	(4)	(5)
Mental Health Problem (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Expected to be of long duration?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If, Yes expected to substantially impairs ability to live independently?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Notes on Disability:					

	(1)	(2)	(3)	(4)	(5)
Physical (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Expected to be of long duration?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If, Yes expected to substantially impairs ability to live independently?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Notes on Disability:					

	(1)	(2)	(3)	(4)	(5)
Chronic Health Condition (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Expected to be of long duration?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If, Yes expected to substantially impairs ability to live independently?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> CDK <input type="checkbox"/> CR
Notes on Disability:					

*See KEY for acceptable responses.

HMIS DATA FORM

ENTRY

(1)	(2)	(3)	(4)	(5)
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Prior living situation to Project Start Date: *(HoH & Adults only)*

Emergency shelter, including hotel or motel paid for with emergency shelter voucher (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Place not meant for habitation (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Foster care home or foster care group home (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hospital or other residential non-psychiatric medical facility (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jail, prison or juvenile detention facility (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Long-term care facility or nursing home (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Psychiatric hospital or other psychiatric facility (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Substance abuse treatment facility or detox center (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hotel or motel paid for without emergency shelter voucher (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owned by client, no ongoing housing subsidy (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owned by client, with ongoing housing subsidy (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Permanent housing (other than RRH) for formerly homeless persons (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental by client, no ongoing housing subsidy (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental by client, with VASH subsidy (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental by client, with GPD TIP subsidy (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental by client, with other housing subsidy (including RRH) (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Residential project or halfway house with no homeless criteria (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staying or living in a family member's room, apartment or house (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staying or living in a friend's room, apartment or house (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transitional housing for homeless persons (including homeless youth) (HUD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Describe)	_____	_____	_____	_____	_____
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*See KEY for acceptable responses.

HMIS DATA FORM

ENTRY

(1)	(2)	(3)	(4)	(5)
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Length of Stay in Previous Place: *(HoH & Adults only)*

One night or less	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Two nights to six nights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1 week or more, but less than 1 month	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1 month or more, but less than 90 days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
90 days or more, but less than 1 year	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
One year or longer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LENGTH OF TIME ON STREET OR IN AN EMERGENCY SHELTER (ES)

If client entering from ES or place not meant for habitation or stayed fewer than 7 days in previous residence, approximate date homelessness started

Date:	__/__/__	__/__/__	__/__/__	__/__/__	__/__/__
-------	----------	----------	----------	----------	----------

If client entering from ES or place not meant for habitation or stayed fewer than 7 days in previous residence - regardless of where they stayed last night - number of times the client has been in ES or place not meant for habitation in the past three years: *(HoH & Adults only)*

Never in 3 years	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
One time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Two times	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Four or more times	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If client entering from ES or place not meant for habitation or stayed fewer than 7 days in previous residence, total number of months homeless in ES or place not meant for habitation in the past three years *(HoH & Adults only)*

1 month (this time is the first month)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-12 months (please specify #)	_____	_____	_____	_____	_____
More than 12 months	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Education Level - Last Grade Completed *(All Adults and Heads of Household)* :

Less than Grade 5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grade 5 - 6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grade 7 - 8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grade 9 - 11	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grade 12/High School Diploma	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GED	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Some College	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Associate's Degree	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bachelor's Degree	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Graduate Degree	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vocational Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*See KEY for acceptable responses.

HMIS DATA FORM

ENTRY

(1)	(2)	(3)	(4)	(5)
-----	-----	-----	-----	-----

Domestic Violence Victim/Survivor

Yes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If yes, domestic violence victim/survivor, when experience occurred:

Within the past 3 months	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 to 6 months ago	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 months to 1 year ago	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
One year ago or more	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If yes for domestic violence, are you currently fleeing?

Yes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Income from any source?: (HoH & Adults only)

Yes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Source of Income: (HoH & Adults only)

Alimony or Other Spousal Support (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
Child Support (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
Earned Income (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
General Assistance (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
Other (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
Pension or retirement income from another job (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
Private Disability Insurance (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
Self-Employment Wages	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
Retirement Income from Social Security (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
SSDI (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
SSI (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____

*See KEY for acceptable responses.

HMIS DATA FORM

ENTRY

	(1)	(2)	(3)	(4)	(5)
TANF Temporary Assistance for Needy Families (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
Unemployment Insurance (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
VA Non-Service Connected Disability Pension (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
VA Service Connected Disability Compensation (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
Worker's Compensation (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____
TOTAL MONTHLY INCOME	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Non-cash benefit from any source?: (HoH & Adults only)

Yes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client doesn't know	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Client refused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Source of Non-Cash Benefit: (HoH & Adults only)

Supplemental Nutrition Assistance Program (Food Stamps) (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
WIC (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
TANF Child Care Services (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
TANF Transportation Services (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other TANF-Funded Services (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other Source (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Interviewer

Interview Date

Case Manager

Date Data Entry Completed

HMIS DATA FORM

INTERIM REVIEW

PROGRAM:

INTERIM REVIEW DATE:

FORMS ARE DUE TO HMIS PROGRAM AIDE WITHIN 2 DAYS OF INTERIM REVIEW DATE

	(1) Head of HH	(2) Other HH Member	(3) Other HH Member	(4) Other HH Member	(5) Other HH Member
CLIENT SEARCH					
HMIS Client ID #:					
NAME(s):					
INTERIM REVIEW TYPE:	<input type="checkbox"/> 90-Day Review <input type="checkbox"/> 6-Month Review <input type="checkbox"/> Annual Assessment <input type="checkbox"/> Update	<input type="checkbox"/> 90-Day Review <input type="checkbox"/> 6-Month Review <input type="checkbox"/> Annual Assessment <input type="checkbox"/> Update	<input type="checkbox"/> 90-Day Review <input type="checkbox"/> 6-Month Review <input type="checkbox"/> Annual Assessment <input type="checkbox"/> Update	<input type="checkbox"/> 90-Day Review <input type="checkbox"/> 6-Month Review <input type="checkbox"/> Annual Assessment <input type="checkbox"/> Update	<input type="checkbox"/> 90-Day Review <input type="checkbox"/> 6-Month Review <input type="checkbox"/> Annual Assessment <input type="checkbox"/> Update

ROI (Release of Information) TAB

Release Granted?

HMIS ROI STILL VALID

	(1)	(2)	(3)	(4)	(5)
OHCS Release Granted?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Start Date:					
End Date:					
Documentation:					
Signed Statement from Client	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Verbal Consent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Verification from Other Institution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Covered by Health Insurance?

NO CHANGES IN HEALTH INSURANCE FOR ENTIRE FAMILY

	(1)	(2)	(3)	(4)	(5)
Medicaid	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Medicare	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
State Children's Health Ins. (CHIP)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Veteran's Administration (VA) Medical Services	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Employer-Provided Insurance.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Health Insurance through COBRA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Private Pay Health Insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
State Health Ins. for Adults (OHP)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Indian Health Service Program	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Other (Describe)					

Disability Type:

NO CHANGES IN DISABILITY FOR ENTIRE FAMILY

	(1)	(2)	(3)	(4)	(5)
Alcohol Abuse (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Drug Abuse (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Both Alcohol and Drug Abuse	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Developmental (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
HIV/AIDS (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Mental Health Problem (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Physical (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Chronic Health Condition (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

HMIS DATA FORM

INTERIM REVIEW

	(1)	(2)	(3)	(4)	(5)
Source of Income:	<input type="checkbox"/> NO CHANGES WITH INCOME STATUS AND AMOUNTS				
Alimony or Other Spousal Support (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
Child Support (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
Earned Income (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
General Assistance (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
Other (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
Pension or retirement income from another job (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
Private Disability Insurance (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
Retirement Income from Social Security (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
Self Employment Wages	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
SSDI (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
SSI (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
TANF Temporary Assistance for Needy Families (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
Unemployment Insurance (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
VA Non-Service Connected Disability Pension (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
VA Service Connected Disability Compensation (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
Worker's Compensation (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC \$ _____
TOTAL MONTHLY INCOME	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

	(1)	(2)	(3)	(4)	(5)
Non-cash benefit	<input type="checkbox"/> NO CHANGES WITH NON-CASH BENEFITS				
Supplemental Nutrition Assistance Program (Food Stamps) (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
WIC (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
TANF Child Care Services (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
TANF Transportation Services	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Other TANF-Funded Services (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC
Other Source (HUD)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> DNC

	(1)	(2)	(3)	(4)	(5)
DV Victim/Survivor	<input type="checkbox"/> NO CHANGES WITH DV STATUS				
Within the past 3 months	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 to 6 months ago	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Currently fleeing?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Case Manager _____

Interview Date _____

Date Data Entry Completed _____ Initials _____

HMIS DATA FORM

EXIT

PROGRAM

PROJECT EXIT DATE:

FORMS ARE DUE TO HMIS PROGRAM AIDE WITHIN 2 DAYS OF PROJECT EXIT DATE

	(1) Head of HH	(2) Other HH Member	(3) Other HH Member	(4) Other HH Member	(5) Other HH Member
HMIS Client ID #:					
NAME(s):					

INCLUDE ALL HOUSEHOLD MEMBERS IN EXIT

Reason for Leaving:					
Completed Program					
Criminal activity / violence					
Death					
Disagreement with rules/persons					
Left for housing opp. Before completing program					
Needs could not be met					
Non-compliance with program					
Non-payment of rent					
Other					
Reached maximum time allowed					
If Other, Specify:					

Destination: (All Clients)

Deceased (HUD)					
Emergency shelter, including hotel or motel paid for with emergency shelter voucher (HUD)					
Foster care home or foster care group home (HUD)					
Hospital (non-psychiatric) (HUD)					
Hotel or motel paid for without emergency shelter voucher (HUD)					
Jail, prison or juvenile dention					
Long-term care facility/nursing home					
Owned by client, no ongoing housing subsidy (HUD)					
Owned by client, with ongoing housing subsidy (HUD)					
Permanent housing (other than RRH) for formerly homeless					
Place not meant for habitation					
Psychiatric hospital or other psychiatric facility (HUD)					
Rental by client, no ongoing housing subsidy (HUD)					
Rental by client, with VASH subsidy					
Rental by client, GPD TIP subsidy					

Notes:
 CDK=Client Doesn't Know
 CR=Client Refused
 DNC=Data Not Collected

HMIS DATA FORM

EXIT

	(1)	(2)	(3)	(4)	(5)
Rental by client, with other housing subsidy (including RRH) (HUD)					
Residential project or halfway house with no homeless criteria					
Staying or living with family, temporary tenure, e.g., room, apartment or house) (HUD)					
Staying or living with friends, temporary tenure, e.g., room, apartment or house) (HUD)					
Transitional housing for homeless persons (including homeless youth)					
No exit interview completed (HUD)					
Client refused (HUD)					
If Other, Specify:					

Covered by Health Insurance?
(ALL CLIENTS)

NO CHANGES IN HEALTH INSURANCE FOR ENTIRE FAMILY

Yes					
No					
Client doesn't know					
Client refused					

If 'Yes', Source of Health Insurance

	Yes			No			DNC					
Medicaid	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
Medicare	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
State Children's Health Ins. (CHIP)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
Veteran's Administration (VA) Medical Services	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
Employer-Provided Health Insuran.	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
Health Insurance through COBRA	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
Private Pay Health Insurance	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
State Health Ins. for Adults (OHP)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
Indian Health Service Program												
Other (Describe)												

Notes:
CDK=Client Doesn't Know
CR=Client Refused
DNC=Data Not Collected

HMIS DATA FORM

EXIT

	(1)	(2)	(3)	(4)	(5)
--	-----	-----	-----	-----	-----

Does the Client have a Disabling Condition? (Required for all household members)

	<input type="checkbox"/> NO CHANGES IN DISABLING FOR ENTIRE FAMILY				
Yes					
No					
Client doesn't know					
Client refused					

Disability Type: (Required for all household members)

Alcohol Abuse (HUD)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Drug Abuse (HUD)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Both Alcohol and Drug Abuse	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Developmental (HUD)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
HIV/AIDS (HUD)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Mental Health Problem (HUD)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Physical (HUD)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Chronic Health Condition (HUD)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

Income from any source?: (HoH & Adults only)

Yes					
No					
Client doesn't know					
Client refused					

Source of Income: (HoH & Adults only)

Alimony or Other Spousal Support (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
	\$			\$			\$			\$			\$		
Child Support (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
	\$			\$			\$			\$			\$		
Earned Income (HUD)															
General Assistance (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
	\$			\$			\$			\$			\$		
Other (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
	\$			\$			\$			\$			\$		
Pension or retirement income from another job (HUD)															
Private Disability Insurance (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
	\$			\$			\$			\$			\$		
Retirement Income from Social Security (HUD)															
Self Employment Wages	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
	\$			\$			\$			\$			\$		
SSDI (HUD)															
SSI (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
	\$			\$			\$			\$			\$		
TANF Temporary Assistance for Needy Families (HUD)															
Unemployment Insurance (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
	\$			\$			\$			\$			\$		
VA Non-Service Connected Disability Pension (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
	\$			\$			\$			\$			\$		
VA Service Connected Disability Compensation (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
	\$			\$			\$			\$			\$		
Worker's Compensation (HUD)															

TOTAL MONTHLY INCOME	\$	\$	\$	\$	\$
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Notes:
 CDK=Client Doesn't Know
 CR=Client Refused
 DNC=Data Not Collected

HMIS DATA FORM

EXIT

(1)	(2)	(3)	(4)	(5)
-----	-----	-----	-----	-----

Non-cash benefit from any source?: (HoH & Adults only)

Yes				
No				
Client doesn't know				
Client refused				

Source of Non-Cash Benefit: (HoH & Adults only)

Supplemental Nutrition Assistance Program (Food Stamps) (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
WIC (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
TANF Child Care Services (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
TANF Transportation Services	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
Other TANF-Funded Services (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC
Other Source (HUD)	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC	Yes	No	DNC

Case Manager _____

Interview Date _____

Date Data Entry Completed _____

Initials _____

Notes:
 CDK=Client Doesn't Know
 CR=Client Refused
 DNC=Data Not Collected

SERVICE TRANSACTIONS TAB

	ALL HH MEMBERS	EHA	LIRHF \$ Amt Required	HUD	OTHER:
Service List (Check all that Apply)					
AIDS/HIV CONTROL					
CASE/CARE MANAGEMENT					
CHILD CARE PROVIDERS					
COVID-19					
EDUCATION					
EMPLOYMENT					
FOOD					
HEALTH CARE					
HOUSING COUNSELING (landlord/tenant counseling)					
HOUSING/SHELTER					
LANDLORD/TENANT ASSISTANCE					
LEGAL SERVICES					
LIFE SKILLS EDUCATION					
MATERIAL GOODS					
MENTAL HEALTH & SUBSTANCE ABUSE					
MOVING EXPENSE ASSISTANCE					
OUTREACH PROGRAMS					
RENT PAYMENT ASSISTANCE					
RENTAL DEPOSIT ASSISTANCE					
SUBSTANCE ABUSE					
TRANSPORTATION					
UTILITY ASSISTANCE					
UTILITY DEPOSIT ASSISTANCE/UTILITY ASSISTANCE					



CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

Capt. Malcolm McDonald
 Director

August 3, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval to Apply for a Grant between the State of Oregon Criminal Justice Commission Justice Reinvestment and Clackamas County Community Corrections to Continue the Pretrial Program

Purpose/Outcome	Continue the Pretrial Program and expanded Short-Term Transition Leave and Clackamas Substance Abuse Programs.
Dollar Amount and Fiscal Impact	\$2,441,218
Funding Source	Criminal Justice Commission – no general funds are involved
Duration	July 1, 2021-June 30, 2023
Previous Board Action/Review	2021-2023 biennial Justice Reinvestment Grant approved to develop Pretrial Program and expand Short-Term Transition Leave and Clackamas Substance Abuse Programs.
Strategic Plan Alignment	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
Counsel Review	March 4, 2020
Procurement Review	No – item is a grant
Contact Person	Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717

BACKGROUND: Community Corrections, the Court, and District Attorney’s Office developed a Pretrial Program during the 2017-2019 biennium with Justice Reinvestment (JRI) grant funding. That funding also allowed expansion of the Short-Term Transitional Leave (STTL) program and Clackamas Substance Abuse Program (CSAP). The STTL program provides housing and resources for people releasing from prison with up to 120 days remaining on their sentence. Community Corrections provides supervision, housing, and resources to assist these clients in their transition into the community. The CSAP program increased residential treatment beds and programming services and continues the expansion of treatment beds for clients at the Residential Treatment & Counseling locations in Milwaukie. The 2021-2023 JRI grant funding will allow Community Corrections to maintain the current service levels of these programs. The Pretrial Program and expanded STTL and CSAP programs, are showing positive results toward reducing recidivism and the prison population while increasing public safety and offender accountability. Ten percent of the award will support Victim Services programs and 3% will be dedicated back to the Criminal Justice Commission for a Random Control Trial.

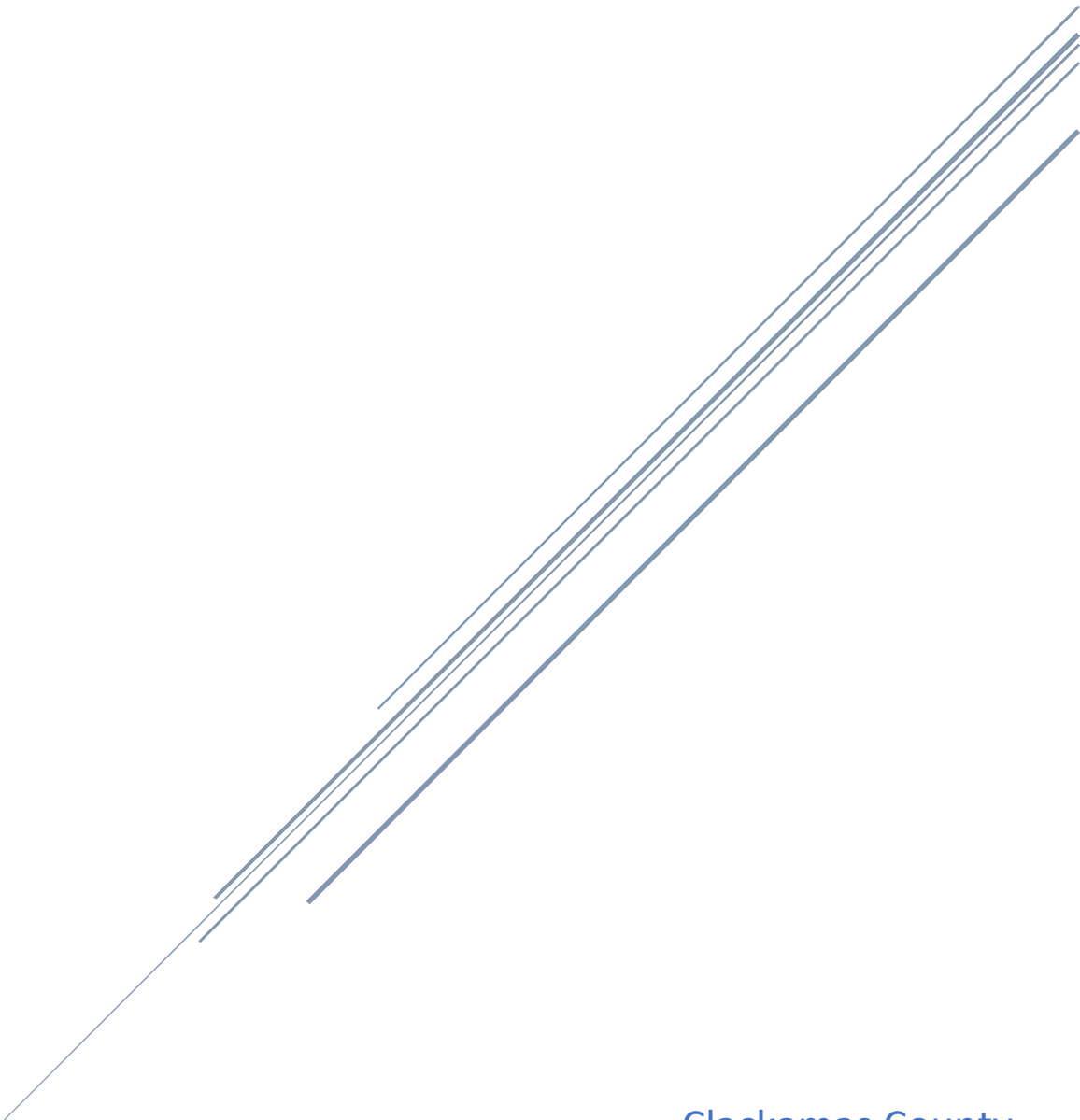
RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve the grant application to the Criminal Justice Commission, Justice Reinvestment, to maintain the Pretrial Program, STTL, and CSAP services to clients in our community.

Grant Lifecycle form attached.

Respectfully submitted,

Captain Malcom McDonald
Director, Community Corrections

JUSTICE REINVESTMENT GRANT APPLICATION
2021-2023



Clackamas County
Community Corrections

Program Narrative

PRETRIAL

What is the overall goal of this program?

Goals should be specific and measurable.

Example: The County Downward Departure Program goal is to reduce county prison usage by 5% over a one year period.

This value must be between 1 and 500 words.

Clackamas County Community Corrections uses Justice Reinvestment funding to operate three programs in our pursuit of fair, equitable, community-based justice: Pretrial Release, Clackamas Substance Abuse Program (CSAP), and Short-Term Transitional Leave (STTL). We will outline each program separately.

The Pretrial Release Program is an opportunity for pre-adjudicated defendants to remain out of jail while awaiting trial. This gives those in the program the opportunity to remain employed and seek treatment for underlying issues that may have contributed to their criminal-justice involvement, while freeing up resources within the jail to properly house and care for those justice-involved individuals who are at a higher risk of reoffending or absconding before their trial.

Clackamas County has developed an evidence-based Pretrial program to balance the following goals:

- Reduce:
 - Forced releases
- Maximize:
 - Appropriate releases
 - Court appearances
 - Public safety
 - Pretrial release accountability
- Keep the highest risk offenders in custody or supervised appropriately

Specifically, the goal of the Pretrial Release program in the next biennium is a 5% reduction in the failure-to-appear rates.

Community Corrections will develop a request for proposals from community-based non-profits to provide substance abuse outreach, referral, and treatment to pretrial clients, in jail and out. This would be a contracted position, in lieu of the unfilled Pretrial counseling.

Clackamas County will provide electronic monitoring bracelets for clients who are recommended for pretrial release but have their release denied because the judge has additional concerns and would like them monitored more closely. Electronic monitoring would help increase the number of defendants released while maintaining public safety.

For those pretrial clients who need housing, Community Corrections will provide vouchers for either transitional or supportive housing.

Community Corrections will offer additional training to the Pretrial Program staff to ensure that Clackamas County is well-versed and providing the best evidence-based services to our clientele as they navigate the criminal justice system.

What is the Target Population of this program?

Describe the target population for the program. Be as specific as possible.

The Clackamas County pretrial program works with individuals arrested or charged with an offense over which the Clackamas County Court has jurisdiction. Exceptions are individuals arrested for probation or parole violations, and individuals arrested for charges that are statutorily excluded from consideration by the pretrial services program.

The Clackamas County pretrial team identifies individuals who qualify for pretrial release, perform a risk assessment, and determine types of supervision suited to pretrial release based on the risk assessment results.

What metrics, variables, or data points will the county use to assess the program described above?

Example: The Downward Departure Program will track the number of people that enter DOC custody; the number of participants in the downward departure program; success rate of the participants; treatment and other services offered to each client.

Performance measures for county strategic planning:

- Percentage of adults-in-custody at Clackamas County Jail who were classified as forced releases (monthly average)
- Percentage of Pretrial Release program participants who are not charged with a new offense during the pretrial stage
- Percentage of Pretrial Release program participants who make all scheduled court appearances

Outcome Measures for LPSCC review and CJC semi-annual reporting:

- Success rates-percentage of pretrial clients remained in good standing until their case was resolved
- Dispositions-the number and percentage of people who completed the program in the following ways
 - Successful
 - Plea
 - Charges dismissed/no charges filed
 - Acquittal
 - Diversion
 - Sentenced
 - Unsuccessful
 - New arrest
 - Failure to appear
 - Technical violation
- Length of service-the average length of time pretrial clients are enrolled in the program

Please articulate how this program is related to the goals of Justice Reinvestment.

Example: The County Downward Departure Program helps the county meet the JRI goal of reducing prison usage (by 5%) while holding offenders accountable and maintaining community safety (by reducing participants rate to reoffend by 5% from our valid assessment process and targeted services). Because we are expecting a recidivism reduction for the program participants we would then also expect a reduction for the county's overall recidivism rate (probationers and post-prison supervision).

Compared with the cash bail system, the Pretrial Release program provides a more equitable way for Clackamas County residents to remain in the community while awaiting their trial. Clackamas County uses risk assessment tools to determine eligibility and monitoring levels, and has a check-in system in place to hold clients accountable until their hearing. Forced releases fell from an average of 141 people released from jail per month in 2016 (before the implementation of the Pretrial program), to an average of 88 forced releases per month in 2019. Pretrial programs have been shown to reduce prison usage, as defendants who are not detained for the duration of the pretrial period are less likely to be sentenced to prison, and those who are sentenced to prison tend to serve shorter prison terms. The Pretrial Release program further increases public safety by freeing up jail resources to allow staff to assist adults-in-custody who are at the highest risk of re-offending.

Has this program received a Corrections Program Checklist in the last 10 years? If so, when was the review conducted? Briefly describe the outcome and any steps to address the findings of the CPC.

No

CSAP

What is the overall goal of this program?

Goals should be specific and measurable.

Example: The County Downward Departure Program goal is to reduce county prison usage by 5% over a one year period.

This value must be between 1 and 500 words.

Clackamas County Community Corrections Substance Abuse Program (CSAP) is a high-intensity residential treatment program that targets individuals on felony supervision, providing clients with a dosage of treatment deemed appropriate based on criminogenic risk, needs, and responsibility.

In the 2021-2023 biennium, it is the goal of CSAP that 40% of residential clients who have successfully completed the CSAP will not be under the influence of addictive substances if arrested for the commission of a new crime.

Public safety is at the core of CSAP’s program goals:

- Recidivism reduction
- Substance use reduction
- Increased client accountability
- Rebuild families
- Help participants live prosocial lives and contribute to their communities

These outcomes increase public safety and reduce prison populations over the long term. CSAP clients participate in evidence-based treatment with trained and licensed professionals who address key issues including antisocial attitudes, peers and histories, increasing empathy, increasing accountability, relationships, criminal thinking errors, employment, emotional regulation, mental health diagnosis, tolerating stress, housing safety, trauma histories, education, financial responsibility and more.

Program staff uses group and individual therapy, homework assignments, incentives, sanction, and prosocial behavioral modeling to help clients address the issues that led to substance use and criminality, and strive towards healthy goals and lifestyles.

As jail time has decreased, CSAP is encountering more clients who are in an active addiction phase. In response to this, CSAP is seeking partnership with health providers to provide in-house, medically-assisted substance use detox for clients who are in the throes of withdrawal symptoms or transitioning to Medication-Assisted Treatment (MAT).

Community Corrections will contract with local trainers to provide CSAP staff with trauma-informed care training to ensure that all staff members are adequately equipped to help clients navigate the effects of past and current traumas.

CSAP will provide clients who are in the latter stages of the program and are living in the community with vouchers for permanent housing as needed.

What is the Target Population of this program?

Describe the target population for the program. Be as specific as possible.

CSAP targets individuals who are on felony supervision, at high risk to reoffend and at risk to return to substance use. With the JRI-funded expansion of the CSAP program, priority is given to clients who are at highest risk of having their supervision revoked and sent to prison. Male clients must score a 16 or higher on the Level of Service Case Management Inventory assessment (LSCMI) (Med/High) and female clients must score a 22 or higher on the Women's Risk Needs Assessment (WRNA) (Med/High). All participants in the program must meet the criteria for American Society of Addiction Medicine (ASAM) level of care (LOC) 3.5 as defined by the third edition of the ASAM diagnostic criteria. CSAP is gender responsive; with separate programs for men and women.

What metrics, variables, or data points will the county use to assess the program described above?

Example: The Downward Departure Program will track the number of people that enter DOC custody; the number of participants in the downward departure program; success rate of the participants; treatment and other services offered to each client.

- Percentage of clients at high risk of revocation who successfully complete CSAP
- One-year recidivism (new crime) arrest/conviction/incarceration rates for CSAP graduates
- Number of clients in medication assisted treatment (Naltrexone, Buprenorphine, methadone)

Please articulate how this program is related to the goals of Justice Reinvestment.

Example: The County Downward Departure Program helps the county meet the JRI goal of reducing prison usage (by 5%) while holding offenders accountable and maintaining community safety (by reducing participants rate to reoffend by 5% from our valid assessment process and targeted services). Because we are expecting a recidivism reduction for the program participants we would then also expect a reduction for the county's overall recidivism rate (probationers and post-prison supervision).

CSAP is a high intensity residential treatment program that targets individuals on felony supervision.

The CSAP program's success depends on its well-rounded team of professionals, including therapists from Clackamas County Health Services; peer mentors contracted through Bridges to Change; and a designated probation officer, a mental health specialist, counselors, and other staffers from Community Corrections.

The program is a minimum of 12 months in duration. The program is designed as a phase system. There are four phases. The first two phases are in-house level of care (LOC) 3.5 treatment services. There is a step-down in intensity of services offered as a client advances through the program's third and fourth phases. CSAP offers a variety of groups that target both criminality and substance use. CSAP's core treatment curriculum is Criminal Conduct and Substance Abuse Treatment: Strategies for Self-Improvement and Change authored by Harvey Milkman and Kenneth Wanberg. This evidenced-based curriculum addresses multiple domains on the LSCMI / WRNA and works to challenge thinking and behavior that lead to recidivism, substance use and utilizing high cost resources in the criminal justice system; jail and prison.

In addition, homework assignments are created / assigned to address an individual's specific needs, which may include aggression, domestic violence, co-dependency, gambling addiction, eating disorders, gang affiliation etc.

Through a client's attendance in therapy, meetings with staff and organized recreational and leisure activities, the goal of CSAP is to structure 60% of a client's time. Half of the in-house, structured time is dedicated to therapeutic services. As clients move through the program and begin a transition back into employment and the community, their structured time includes work and social passes. Social passes are used to help clients begin to re-engage with their families and other pro-social associates, and to participate in healthy leisure activities.

After a CSAP participant has demonstrated stability and balance through work, recovery, treatment and social time, they are approved to move into a sober housing environment, an Oxford house. They live in an Oxford house for the remainder of their time in the aftercare portion of the program. This portion is approximately 6 months in duration.

During the final portion of treatment, clients submit to random urinalysis (UA) tests, meet supervision requirements and continue to participate in a weekly evidence based continuing care group. This final phase of treatment allows staff to observe client behavior, while living in the community, to ensure they are using the skills they learned in treatment.

The CSAP program is built with accountability and public safety at its core, with an overall goal of healthy clients who will not reoffend.

Has this program received a Corrections Program Checklist in the last 10 years? If so, when was the review conducted? Briefly describe the outcome and any steps to address the findings of the CPC.

A Correctional Program Checklist (CPC) review was conducted in October 2016. The Men's CSAP program received an overall score of 55% on the CPC 2.0. This falls into the High Adherence to EBP category. The Women's CSAP program received an overall score of 53% on the CPC 2.0. This falls into the Moderate Adherence to Evidence Based Practices category. Multiple suggestions were made to increase the CPC scores and Community Corrections is working to implement the majority of the recommendations.

The main priorities recommended by the evaluators were:

1. Collaboratively designed individual case plans targeting 2 or 3 criminogenic needs that are reviewed regularly by the client and case manager
2. More cognitive restructuring and behavioral strategies via formal core curriculum
3. Consistent incorporation of structured skill building when possible:
 - a. Definition of the skill
 - b. Staff modeling of the skill
 - c. Role playing
 - d. Skill practice in increasingly difficult situations
4. Clearly written and objective completion guidelines that include evidence of pro social skill acquisition. Achievement of goals from case plans should be included

CSAP has addressed the recommendations through the following improvements:

- The on-site Probation/Parole Officer (PPO) works in collaboration with the therapist and counselor to ensure that case plans are created and reviewed.
- The program supervisor is a statewide trainer of the LS/CMI (the risk assessment used at CSAP) and will start to bring a standardized community correction focus to the case plan, which will complement the current therapeutic perspective. CSAP is transitioning to CorrectTech, which is an integrated case planning software. CorrectTech will allow the counselor, therapist, and PPO to track the client's criminogenic needs and use assessment domains to determine appropriate interventions based on risk and needs.
- Currently, therapists have outlined program completion goals throughout the curriculum, and clients have a better understanding of the graduation requirements and structure of the program than they did at the time of the last CPC.

- Eventually, the case plan will be a series of guideposts of a client’s progression through the program. CorrectTech will assist the client through the program, identifying goals at the current phase and anticipating the next phase.

STTL

What is the overall goal of this program?

Goals should be specific and measurable.

Example: The County Downward Departure Program goal is to reduce county prison usage by 5% over a one year period.

This value must be between 1 and 500 words.

Clackamas County Community Corrections is committed to reducing the prison population while maintaining community safety, as evidenced by our Short-Term Transitional Leave program (STTL). STTL is a program that allows people to reintegrate into their communities up to 120 days early from the state prison system. The goal is to support successful transition from prison to the community, to ensure that our clients can experience and sustain a crime-free life. Clients move into short-term supportive housing to complete their prison sentences. STTL staff focus on prosocial needs while helping to mitigate anti-social or criminogenic behaviors and addressing substance abuse and physical or mental health needs.

Community Corrections has a 10-bed dorm at the Clackamas County Community Corrections Center dedicated to this program, a Parole & Probation officer and a peer mentor will continue to work specifically with clients releasing from prison to assist in the transition process.

The goal of STTL is to maintain a success rate of 90% or higher, with no more than 2% of STTL participants returning to prison due to a new crime.

Community Corrections will contract with local trainers to provide STTL staff with Trauma-Informed Care training to ensure that all staff members are adequately equipped to help clients navigate the effects of past and current traumas.

STTL will provide clients with vouchers for permanent housing as needed.

What is the Target Population of this program?

Describe the target population for the program. Be as specific as possible.

All Department of Corrections adults-in-custody that are eligible for Short Term Transitional Leave services are given the option to participate in the program during the remainder of their sentence.

What metrics, variables, or data points will the county use to assess the program described above?

Example: The Downward Departure Program will track the number of people that enter DOC custody; the number of participants in the downward departure program; success rate of the participants; treatment and other services offered to each client.

- STTL cases that are referred from the DOC. The number of cases accepted for STTL.

- Prison days saved.
- STTL-denied cases, and reason for denial
- Percentage of participants who:
 - Were not arrested/convicted/incarcerated for a new crime while on STTL status and 1, 2, 3 years after release
 - Did not commit a technical violation while on STTL status
- The number of STTL participants:
 - Employed within 90 days
 - That transitioned to clean, sober and stable housing
 - Who had their needs addressed within 90 days

Please articulate how this program is related to the goals of Justice Reinvestment.

Example: The County Downward Departure Program helps the county meet the JRI goal of reducing prison usage (by 5%) while holding offenders accountable and maintaining community safety (by reducing participants rate to reoffend by 5% from our valid assessment process and targeted services). Because we are expecting a recidivism reduction for the program participants we would then also expect a reduction for the county's overall recidivism rate (probationers and post-prison supervision).

STTL is a program that allows people to reintegrate into their communities upon exit from the state prison system. As a person reaches the end of their prison stay, they move into short-term supportive housing. STTL staff focus on prosocial needs and while helping to mitigate anti-social or criminogenic behaviors and addressing substance abuse and physical or mental health needs.

STTL participants spend the final 30 to 120 days (depending on sentencing date) of their sentence in supportive community housing in lieu of prison. The STTL PPO contacts identified participants prior to release from the Department of Corrections (DOC) custody and engages with the participants on a monthly basis until they are released. Prior to release, the PPO begins case planning with each participant to identify their highest criminogenic needs in order to have a course of action in place upon release. Within 24 hours of release, the participant meets with their PPO or a Community Corrections staff member, and the participant is placed in a structured program.

STTL addresses criminogenic, education, and employment needs. To achieve these goals, participants have access to assessments and treatment to accommodate participant needs at the earliest intervention stages. As these participants are on a leave status from the DOC, the PPO maximizes the opportunity for engagement in supervision strategies. The PPO also helps clients transition to clean, sober and stable housing. The program allows participants to transition from prison back into the community in a way that helps ensure success, accountability, and public safety, with a focus on breaking the cycle of incarceration.

Has this program received a Corrections Program Checklist in the last 10 years? If so, when was the review conducted? Briefly describe the outcome and any steps to address the findings of the CPC.

No

Narrative Page 3.

Goals of Justice Reinvestment

Responses must include all proposed grant-funded activities, as well as local policy changes or collaborative efforts that support the county's progress toward meeting the goals of justice reinvestment. The application must address the goals of justice reinvestment. In this section, it is required that the LPSCC review the county-specific data found on the [CJC dashboards](#). Applications must reference the dashboards and clearly articulate the county's progress toward meeting the goals, as well as how the proposed program will assist in meeting those goals in the future.

Describe efforts to reduce recidivism through evidence-based practices while increasing public safety and holding offenders accountable.

Applicants are expected to use the CJC recidivism dashboards to contextualize the county's current recidivism rates and explain how the proposed program will decrease these rates while increasing public safety and holding offenders accountable. Describe efforts to reduce recidivism during the past biennia and how the proposed program will change or continue those efforts.

The statewide definition of recidivism includes new arrest, conviction, or incarceration within three years of a prior conviction or release from custody (ORS 423.557). CJC dashboards show statewide and county-specific recidivism data for both one and three years. Applicants are encouraged to address comparisons to the statewide rate.

- *Refer to [CJC Dashboards](#) to answer question.*
- *Describe efforts during the previous biennia and how the proposed program will change or continue those efforts.*
- *Applicants are encouraged to address comparisons to the statewide rate.*

The Justice Reinvestment programs utilized by Clackamas County provide clients with opportunities to engage with treatment and pro-social actions at several stages within the criminal justice process, in an attempt to reduce recidivism while upholding public safety and accountability.

Pre-adjudication, the Clackamas County Pretrial Release program provides clients an alternative to jail or cash bonds with a risk-based level of monitoring and encouragement towards treatment. Clients have a greater chance of remaining employed and they can receive treatment and interventions early in the process, which can lead to better long-term outcomes than defendants who encountered lengthy jail times.

At sentencing, a judge may refer a defendant to CSAP. Alternatively, a Community Corrections client may be assigned to CSAP while on supervision. CSAP's evidence-based, trauma-informed, gender-specific, prosocial approach to harm reduction, substance use treatment, and life skills are critical tools in helping justice-involved individuals attain accountability and leads to greater public safety and lower prison usage.

STTL assists the recently-incarcerated in reintegrating into society, helping them to stabilize and transition into independent living. If a person is physically and mentally well, has a stable job and housing, they are more likely to be engaged with their case plan and less likely to recidivate.

It is difficult to make proclamations about client outcomes during the 2019-2021 biennium, due to different pandemic-related factors, including prison releases, program restrictions, and COVID-19's general effects on wellness.

According to the JRI Snapshot dashboard on the CJC website, the two most recent cohorts of justice-involved individuals who entered community supervision have lower levels of 3-year recidivism compared to the previous cohort. The only exception is for new arrests and new misdemeanants. All new arrests increased to a high of 58.9 % among the 2nd cohort of 2016, but fell to 56.3% among the 1st cohort of 2017, which was lower than even the 1st cohort of 2016 (56.9%). The new arrests followed a pattern that was similar at a statewide level.

New misdemeanor arrests increased from 12.1% among the first cohort of 2016, to 14.8% among the 1st cohort of 2017, which is the most recent cohort. This pattern is different than the statewide trend, which has been gradually curving upward.

While the recidivism rate fluctuates somewhat, Clackamas County has not seen a steady decline in arrests in recent years. Our hypothesis is that the primary obstacle to a large reduction in crime rates can be traced to a countywide shortage of treatment facilities. Substance use disorder treatment is instrumental in fighting crimes that are associated with the scourge of opioid addiction. The county faces a similar shortage of treatment options for mental health treatment. Community Corrections is building more collaborative relationships with the county's behavioral health agencies, participating in Sequential Intercept Model mapping to determine gaps and overlaps in continuum of care. Community Corrections is also creating inter-agency agreements to enable information sharing to quickly identify clients with complex needs to ensure a comprehensive plan of treatment and accountability is put in place.

In addition to the Justice Reinvestment programs, Clackamas County has other programs and practices in place in an effort to reduce recidivism while improving public safety and holding clients accountable. For instance, Community Corrections is currently working under a grant from the BJA to provide diversion strategies that target incarcerated individuals eligible for early release to treatment, as well as other and individuals re-entering the community. Strategies currently include induction of Medically-Assisted Treatment (MAT) at the Clackamas County Jail prior to release to CSAP and hiring a MAT coordinator in the jail. The MAT Care Coordinator assists program participants in their personal recovery journey during incarceration by coordinating the entry and release plan as it relates to medication-assisted treatment for substance use disorders.

Describe efforts to reduce prison utilization for property, drug, and driving offenses while increasing public safety and holding offenders accountable.

Applicants must identify how the proposed program will reduce county prison usage for property, drug, and driving offenses while increasing public safety and holding offenders accountable.

- Refer to [CJC Dashboards](#) to answer question.
- Applicants are encouraged to incorporate data specific to the county's prison intakes, revocations, length of stay, and relationship to the statewide rates when discussing past, present, and projected prison usage.

A carefully planned and well-executed pretrial program serves as a prison diversion program. Defendants released to a pretrial program are less likely to go to prison and those who do go to

prison have shorter sentences, on average, compared with defendants who spent the pre-adjudication phase in jail.

Clackamas County has expanded the CSAP program to prioritize offenders who are in jeopardy of being revoked to prison. Offenders are offered a “last chance” opportunity prior to revocation. Although COVID restrictions have led to early CSAP releases and has reduced overall capacity, CSAP has outstanding success rates and excellent recidivism rates overall.

Clackamas County is a leader in reducing prison beds by participating in the STTL program. From December, 2013 to October, 2021, the county has saved approximately 40,872 prison days. Participation has fallen steeply due to COVID restrictions, but the county anticipates a return to higher numbers of engagement over the next biennium.

Clackamas County’s overall prison usage for new drug, property, and driving crimes has been trending down in 2019 and 2020 compared to the previous year, for total intakes per 100,000 and for total prison months used per 100,000. For each year, Clackamas County has been lower than the state averages for total intakes and prison months used per 100,000.

Female property, drug, and driving offenses.

Applicants must identify how the proposed program will reduce county prison usage for property, drug, and driving offenses while increasing public safety and holding offenders accountable.

- Refer to [CJC Dashboards](#) to answer question.
- Address prison usage specific to female property, drug, and driving offenses, as well as describe local efforts to address this population.

Prison usage for new drug, property, and driving crimes among women in Clackamas County has been trending down in 2019 and 2020 compared to the previous year for total prison months used per 100,000. Prison intakes rose slightly, from 17 intakes per 100,000 in 2018, to 18 intakes per 100,000 in 2019, before dropping to 11 intakes per 100,000 in 2020. Clackamas County’s intake rates among women was lower than the state’s rate in 2018, but higher than the state’s rate in 2019 and 2020. Clackamas County’s use of prison months among women was lower than the state’s rate per 100,000 in 2018 and 2019, but rose above the state’s rate in 2020.

Clackamas County Community Corrections continues to work on being gender responsive. Women on supervision are supervised by a female PPO. Clackamas County has enhanced reentry efforts for women releasing from prison in order to ensure Community Corrections is using the best gender-responsive practices. Specifically, a female PPO is visiting women in prison once a month, starting 4 months before release. This give the clients an opportunity to begin a relationship with the PPO before going on supervision. It also gives the PPO a chance to assess any special needs or concerns each woman might have, and answer questions about the process of transitioning from incarceration to community supervision.

The expansion of the Women’s CSAP program was paused due to Covid-19 protocols. However, the Women’s CSAP program has continued to employ the WRNA to identify gender and trauma specific needs. CSAP also uses gender specific curricula developed by Stephanie Covington and The Center for Gender Justice called Helping Women Recover and Beyond Trauma in order to better serve our female clients.

If your county has prison-reduction efforts outside of property, drug, and driving offenses please briefly describe them.

Many justice-involved individuals in Clackamas County suffer from unregulated severe and persistent mental health issue. Community Corrections partners with Bridges to Change to provide mental health housing and supportive services for clients who are on community supervision and have severe and persistent mental health disorders, often co-occurring with substance use disorders. The client receives an actively managed place to live and peer support to help navigate recovery and wellness. Community Corrections has applied for funding through the newest Metro bond designed to reduce homelessness in the Portland metropolitan area. This funding would ensure this successful program can be sustainable long term.

Community Corrections was awarded an IMPACTS grant in 2020. Funded through the state, “IMPACTS” stands for Improving People's Access to Community-based Treatment, Supports, and Services. The purpose is to help the highest utilizers of the criminal justice and mental health institutions, to help them become stabilized and move towards self-sufficiency. Our award is funding mental health housing with wraparound services, a mental health case manager to assist clients in obtaining the care they need, and cell phones to enable clients to access tele-mental health if needed.

Currently, clients face logistical challenges upon exiting jail or prison. Many face immediate needs to secure health insurance, healthcare, sobriety support, housing, employment, and rebuild family relationships. Community Corrections is exploring options to provide clients with a care coordinator who can help navigate these multiple, complex systems. While this planning is in the preliminary phase, the goal is to have a person on-site who can work on these cases and be available as critical issues arise.

Evidence of Collaboration in Planning and Implementation:

Describe the collaborative partnerships in place that will support the county's performance and progress toward the goals of justice reinvestment.

The Clackamas County LPSCC members are an integral part of the Justice Reinvestment grant development, submission and monitoring of the Justice Reinvestment programs. Additionally, Behavioral Health and Health Clinics work with the CSAP program. Social Services and Housing also work with the CSAP and STTL clients. Clackamas County prioritizes integrated and cooperative working relationships with community partners, including shared data and information.

The pretrial program is successful through the input of many partners: LPSCC, Community Corrections, the Sheriff’s Office, County Circuit Courts, the Defense and District Attorneys, a Victim’s Advocate, and the Juvenile Department.

These partnerships have focused on creation, troubleshooting, and outcomes of the program to maximize public safety and client justice. In these efforts, a pretrial workgroup meets approximately once per month to discuss issues and hear program updates. An offshoot of the workgroup focuses on domestic violence cases to ensure we are protecting victims to the best of

our ability while also giving pre-adjudicated defendants the opportunity to remain in their communities whenever possible.

One of the obligations of the JRI grant is to provide a semi-annual progress report to LPSCC. In order to provide an objective, multi-faceted view of the programs, there is a new LPSCC subcommittee, started in early 2019, whose purpose is to review the findings and narratives before submission, to ask for additions or clarifications as needed.

Clackamas County participated in a pretrial research project conducted by Portland State University and Criminal Justice Policy Institute. The researchers argue that pretrial detention is associated with higher post-sentencing incarceration than pretrial release. The findings suggest that evidence-based pretrial programs can help reduce incarceration costs and provide a fair and equitable justice system, since pretrial diversion programs move away from the practice of pretrial release that is tied to the ability to pay.

Stakeholders from across the criminal justice system in Clackamas County met to discuss what gaps are present in the current system. Members of the circuit court judiciary, the District Attorney's office, the Sheriff's Office, Defense Counsel, the Juvenile department, Community Corrections, and Victim's Advocacy identified both large-scale systems change and smaller program suggestions that could lead to a more equitable and successful process for justice-involved individuals.

Cultural Responsiveness

Narrative Page 3.

Cultural Responsiveness

Culturally responsive services are comprehensive processes that have been adjusted to consider and support the principles, practices, culture and needs of underserved populations within a community. Underserved populations are comprised of individuals who identify with specific cultural connections based on their ethnic or racial origin, place of birth, familial structure, gender identity, and language spoken in the home.

As a reminder, we have provided the following resources that may aide you in answering these questions:

- [Equity and Cultural Responsive Services page](#), which includes definitions of terms and concepts that could aide them in answering some of the questions. The website also has a list of resources including the [report](#) developed by the Justice Reinvestment Equity Advisory Committee.
- [Race, Ethnicity, and Gender Demographic Dashboard](#), a new dashboard which show county-specific data for probation and local control intakes as well as prison intakes.

What underserved populations does your program serve? 150 words

The Justice-Reinvestment funded programs in Clackamas County serves members of each of the underserved communities as defined in the State of Oregon Equity Framework in COVID-19 Response and Recovery, which is referenced in the Equity and Cultural Responses Services

page. These include: Native Americans, Black, Africans, African Americans; Latinx, Hispanic, Asians, Pacific Islanders; immigrants, refugees, asylum seekers, the undocumented, DREAMers, the linguistically diverse, people with disabilities, LGBTQ+ adults, aging or older adults, the economically disadvantaged, farmworkers, migrant workers, and people who live in rural parts of our county.

In addition, these programs serve members of the following underserved populations: individuals with substance use and mental health disorders, adults-in-custody, formerly incarcerated adults, uninsured adults and those who are on Medicaid, victims of violent crime, and women who are interacting with the criminal justice system.

**What culturally responsive practices does the county use with justice-involved individuals?
300 words**

Clackamas County has created an Office of Equity and Inclusion to promote a fair and equitable workforce and center of government. This office will implement countywide training, and provide oversight and resources for management and staff.

In the summer of 2020, LPSCC formed a new subcommittee to look at how Clackamas County's systems support diversity, equity, and inclusion for residents and employees, and what actions LPSCC can take to advance equity in the criminal justice system. The work group is vetting organizations to facilitate the development of a equity, diversity and inclusion action plan for LPSCC, utilizing funding provided by the Criminal justice commission. The action plan will guide LPSCC in promoting diversity, equity, and inclusion in the criminal justice system, and focus on areas of the system could be improved. LPSCC is currently gathering proposals.

The District Attorney's (DA) Office is currently establishing an internal Diversity, Equity and Inclusion (DEI) committee. A member of the DA's office has accepted an invitation to serve on the larger county DEI workgroup. The DA's office is hiring a reputable law firm that specializes in training on these issues to give DEI training to the entire office this fall. Additionally, they have been consulting with a non-profit group for future trainings. This partnership will help the DA's office make Diversity, Equity and Inclusion a long term, centering principle.

Clackamas County Juvenile Department (CCJD) 's goals are to be trauma informed and culturally responsive throughout the spectrum of services provided by the department. As part of CCJD's Strategic Business Plan all staff are required to have 20 hours of annual training, 8 of which are related to Equity, Diversity and Inclusion. CCJD contracts with service providers who are culturally responsive and employ fully bi-lingual/bi-cultural staff, to ensure that diverse youth are provided equitable service delivery.

How did you include the input of historically underserved communities, including, but not limited to, racial and ethnic minorities, women, lesbian, gay, bisexual, transgender, queer, and other minority gender identity communities?

Community Corrections has barriers to overcome while working towards inclusion of historically underserved communities in the JRI process and ensuring that clients have access to

culturally responsive services. Some of the barriers include: identifying community stakeholders, seeking engagement, and educating on the programs we currently operate.

Although one approach is to dive in quickly and sort out the rest later, Clackamas County Community Corrections tries to take a slower, more systematic and data-driven approach to equity work. We want to be thoughtful and create relationships and accountability structures that will be long-term. Before we ask underserved communities to do the work with us, we are doing some work internally. The first step is the EDI action plan that has been commissioned by LPSCC, which will help us formulate questions pertaining to equity gaps. As we are working on that, we are connecting with organizations and departments to start the conversations and grow our network. We are also speaking with the county Equity and Inclusion Office, Juvenile Department, and the District Attorney's office to understand their equitable approaches to governing and criminal justice. Our next step will include connecting with the Leaders in Equity, Diversion, and Inclusion Council, which is a volunteer county advisory council whose members are appointed by the Board of County Commissioners. The Council represents the diversity of lived and professional experiences found within Clackamas County and can give recommendations to help ensure that programs and policies are operated with equity at the center.

Clackamas County is conducting a racial justice study with the Coalition of Communities of Color. The purpose is to bring diverse county members into racial justice research by asking them steer the study and open dialogue with members of the community who have been affected by the criminal justice system to learn of their experiences and discuss what matters are most important to them. The goal is to engage in sustaining conversations with this group and other diversity, equity, and inclusion groups and members of the community in order to build long-term, restorative practices.

Please describe all consultations or attempts at outreach.

LPSCC is currently soliciting bids for the EDI action plan. Community Corrections has been working on setting up introductory meetings through the Juvenile Department, as the Juvenile Department has existing bonds with underrepresented communities in the county. Community Corrections is meeting with the director of the Equity and Inclusion Office to discuss the application and seek feedback.

How did you include the input of community partners in the implementation of the proposed services? 300 words

Please identify community partners.

Staff is consistently checking in with clients who utilize these services to improve them and make them more equitable. During the next biennium, we hope to conduct some client focus groups to understand the unique burdens faced by members of underrepresented communities as they interact with the community corrections system in Clackamas County.

Community Corrections has been in conversation with our county's Equity and Inclusion officer to learn about local culturally responsive community-based organizations that may be interested in provided input on our Justice Reinvestment programs and we have been provided with names of organizations to start with, including the following culturally specific organizations: Red

Lodge transition services, The Living Room, and El Programa Hispano, and NW Family Services, which is a culturally responsive organization. We will reach out to these organizations, and will also continue to seek out a broad array of community partners to ensure a diversity of experiences and perspectives.

How do you intend to ensure that services funded by these grant dollars are used to promote social equity for historically underserved communities?

Detail what controls you will put in place or metrics you will use to track success.

Clackamas County has recently created an Office of Equity and Inclusion, and one of the first goals of the office is to create new inaugural and ongoing diversity/equity/inclusion trainings for all employees of Clackamas County. Training for management will include ways to assess staff compliance with equity goals, and ways to work with staff to improve compliance.

Clackamas County places a disproportionate number of Black and Latino men in prison and on community supervision relative to their overall county representation. Black women face a disparity in community supervision, and Black, Latina, and Native American women have higher rates of imprisonment compared to their population in the county.

CSAP assists people who have substance use disorders access treatment, counseling, and peer support to enter recovery, hone prosocial skills, find and maintain stable employment, and repair relationships within their community. Although there are not currently any culturally specific programs in CSAP, there is women-specific programming and a client can participate in the program that best fits their gender identity. CSAP strives to be a trauma-informed, culturally responsive program.

The Pretrial program allows defendants who may lack the financial resources to post bail the opportunity to await trial outside the confines of jail. This helps break down the cycle of poverty, as the defendant is able to retain employment, continue parental responsibilities, and meet with counsel more easily than when in jail.

The STTL program helps the recently incarcerated transition into stable employment and housing. Although societal impressions are shifting, ex-felons remain disenfranchised and marginalized from many aspects of community life.

In order to improve equitable service delivery to historically underserved communities, Clackamas County Community Corrections must first identify who we serve. While we have some basic demographics, we have not been able to collect more granular data. To address this issue, we are overhauling our intake forms to ensure that we can understand the demographics of our clients. We plan to change to new forms in the fall of 2021, relying heavily on the Race, Ethnicity, and Disability (REALD) form created by the Oregon Health Authority and the Oregon Department of Human Services.

Community Corrections is currently building a specialized caseload that will serve clients who identify as Black, Indigenous, and/or People of Color (BIPOC). The caseload will be supervised by a PPO who is BIPOC, has received additional training in supporting clients who have been victims of racialized trauma, and will receive additional support to process vicarious trauma. The plan is to start with 20 clients who are identified as BIPOC. Going forward, clients who identify

as BIPOC will have the opportunity to be supervised on the BIPOC caseload, as space permits. Clackamas County is compiling a list of culturally responsive resources to refer clients to as needed. The eventual goal is to contract with organizations who provide culturally-specific services, whether this is in Clackamas County or in neighboring counties, to ensure that our clients are able to access services that are appropriate to their culture and lived experiences.

JRI 2021-2023 BUDGET BY PROGRAM

	2021-2022	2022-2023	
PRETRIAL	Year 1	Year 2	
PPO 2 Sr	162,171	167,036	329,207
CC Supervisor .5 FTE	86,667	89,266	175,933
CC Tech	99,670	102,660	202,330
CC Tech	88,962	91,629	180,591
PS total	437,470	450,592	888,061
Housing Vouchers	12,194	12,194	24,387
Training	10,000	10,000	20,000
Vehicle	8,000	8,000	16,000
Telephone	2,100	2,100	4,200
Cell phone	1,450	1,450	2,900
M&S total	33,744	33,744	67,487
Alcohol & Drug Outreach	125,000	125,000	250,000
EHD	50,000	50,000	100,000
Automon subscription	9,135	9,591	18,726
Contract total	184,135	184,591	368,726
PRETRIAL TOTAL	655,348	668,926	1,324,275

STTL	Year 1	Year 2	
PPO 2 (0.5 FTE)	62,022	63,883	125,905
PS total	62,022	63,883	125,905
Housing Vouchers	12,194	12,194	24,388
M&S total	12,194	12,194	24,388
STTL TOTAL	74,216	76,077	150,293

EXPANDED CSAP	Year 1	Year 2	
CC Counselor	102,426	105,499	207,925
PPO 2 (0.5 FTE)	62,022	63,883	125,905
PS total	164,448	169,381	333,829
CorrectTech license	12,296	12,665	24,961
Housing Vouchers	12,194	12,194	24,388
Training	10,000	10,000	20,000
MH Specialist	120,972	125,142	246,114
Contract total	155,462	160,001	315,463
CSAP total	319,910	329,382	649,292

CCCC TOTAL	1,049,474	1,074,385	2,123,860
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VICTIMS 10%	122,061	122,061	244,122
RCT 3%	36,618	36,618	73,237

JRI TOTAL	1,208,153	1,233,065	2,441,218
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Financial Assistance Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department & Fund:

Community Corrections

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

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

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

Name of Funding Opportunity:

Criminal Justice Commission Justice Reinvestment Grant

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): Judy Anderson-Smith

Requestor Contact Information: 503-655-8711

Department Fiscal Representative: Judy Anderson-Smith

Program Name or Number (please specify): Pre-Trial Program/Short Term Transitional Leave, Corrections Substance Abuse Program expansion

Brief Description of Project:

Clackamas County has previously applied for and received Justice Reinvestment (JRI) dollars over the past 2 biennium. The goals of the JRI grants are to reduce recidivism, reduce prison populations, and increase public safety and to hold offenders accountable. The proposal for the 2021-2023 biennium is to continue to fund 3 programs. With the passing of HB3078 the term that inmates can be released early into the community has increased from 90 days to 120 days. Community Corrections will continue to dedicate beds for those releases at the residential center. The request to increase public safety is to continue operations of the expanded program to include a dedicated Probation Officer to work with this population post release to ensure the safest, most successful transition back into the community. Clackamas Substance Abuse Program (CSAP) is a long standing program in Clackamas County that provides substance abuse treatment and addresses criminogenic needs in a residential treatment setting. This request is to continue the expansion of treatment beds for the CSAP program. This meets the goals of the grant by increasing public safety, reducing recidivism, reducing prison beds and holding offenders accountable. The last program that we are requesting continued funding for is our Pretrial Service program. The Clackamas County Courts, District Attorney's Office, Jail, Clackamas Indigent Defense, and Community Corrections are partnering to ensure that better release decisions are being made, public safety is being upheld and failures to appear and forced release are being minimized. Pretrial programs have shown to increase public safety and hold offenders accountable.

Name of Funding Agency:

Criminal Justice Commission

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

<http://www.oregon.gov/cjc/jri-grant/Pages/default.aspx>

OR

Application Packet Attached: Yes No

Completed By: Malcolm McDonald

07/12/2021

Date

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

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

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

Funding Agency Award Notification Date:

Announcement Date: 07/01/2021

Announcement/Opportunity #:

Grant Category/Title:

Max Award Value: \$2,441,218

Allows Indirect/Rate:

Match Requirement: n/a

Application Deadline: 08/31/2021

Other Deadlines:

Award Start Date: 07/01/2021

Other Deadline Description:

Award End Date: 06/30/2023

Completed By: Judy Anderson-Smith

Program Income Requirement:

Pre-Application Meeting Schedule: 07/12/2021

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

Mission/Purpose:

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

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

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

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

Organizational Capacity:

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

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

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

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

Collaboration

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

Reporting Requirements

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

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

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

Fiscal

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

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

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

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

Program Approval:

Name (Typed/Printed)	Date	Signature

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

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

Section IV: Approvals

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

DEPARTMENT DIRECTOR (or designee, if applicable)		
Malcolm McDonald	07/15/2021	Malcolm McDonald <small>Digitally signed by Malcolm McDonald Date: 2021.07.15 14:29:19 -07'00'</small>
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
Elizabeth Comfort	7.16.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.07.16 11:47:55 -07'00'</small>
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <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 10, 2021

Criminal Justice Commission
885 Summer St NE
Salem, Oregon 97301

This letter is to inform you that on August 10, 2021 the Clackamas County Board of Commissioners reviewed the 2021-2023 Criminal Justice Commission, Justice Reinvestment Grant application. On August 10 2021 at the Board of County Commissioners Business Meeting, the Board officially approved the application between Clackamas County and the Criminal Justice Commission, Justice Reinvestment and submission of the application for grant funding. (BCC Agenda item #XXX).

Thank you.

Sincerely,

**CLACKAMAS COUNTY
BOARD OF COMMISSIONERS**

Tootie Smith, Chair
On Behalf of the Clackamas County Board of Commissioners



NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

Development Services Building
150 Beavercreek Road, Oregon City, OR 97045

Michael Bork, NCPRD Director

August 19, 2021

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of a Resolution Approving the Renaming of the
Milwaukie Center to the Milwaukie Community Center

Purpose/Outcome	Approval of a Resolution Approving the Renaming of the Milwaukie Center to the Milwaukie Community Center
Dollar Amount and Fiscal Impact	Financial impact \$3,000 for new signs + Staff time to make changes
Funding Source	NCPRD/Milwaukie Center building maintenance budget
Duration	Permanent change
Previous Board Action/Review	This item was Discussed by the Board in a July 2021 issues and was approved in principle. It was also approved by the City of Milwaukie at their August 2021 Council Hearing.
Strategic Plan Alignment	1. Renaming to the Milwaukie Community Center should increase the number and diversity of community members who utilize the building by better identifying what it is. 2. While the name change may not directly affect performance Clackamas goals in the older adult services, It will have no negative consequence for funding Meals on Wheels or retaining volunteers.
Counsel Review	1. 8/11/2021 2. JM
Procurement Review	1. Was the item process through Procurement? No 2. This is not a purchase of goods or services but just a name change
Contact Person	Marty Hanley, Milwaukie Center Supervisor
Contract No.	N/A

BACKGROUND: The Milwaukie Center Community Advisory Board put forth the recommendation to the NCPRD District Advisory Board to Change the name of the Milwaukie Center to the Milwaukie Community Center. This change was approved by the District Advisory Board in February of 2020. Due to the pandemic and the reforming into the District

Advisory Committee (DAC), this issue was delayed until June of 2021. It has since been reviewed by the DAC and approved by the City of Milwaukie PARB and City Council and by the NCPRD Board in principle in July 2021.

RECOMMENDATION: Officially approve the name change by order of resolution (attached).

ATTACHMENTS: Resolution (Milwaukie Center Name Change)

Respectfully submitted,

/s/ Michael Bork

Michael Bork, Director
North Clackamas Parks and Recreation District

BEFORE THE BOARD OF
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
OF CLACKAMAS COUNTY, STATE OF OREGON

A Resolution of the Board of County Commissioners Acting As the Governing Body of the North Clackamas Parks and Recreation District In the Matter of Approving Changing the Name of the Milwaukie Center to the Milwaukie Community Center



Resolution No. _____
Page 1 of 1

This matter coming regularly before the North Clackamas Parks and Recreation District Board of Directors, and it appearing that;

Whereas, the Milwaukie Center was constructed in 1980 as a senior center within North Clackamas Park to provide essential and beneficial services to the community; and

Whereas, the North Clackamas Parks and Recreation District (NCPRD), expanded operations within the Milwaukie Center to offer programming to community members of all ages, including social services, events, and learning opportunities; and

Whereas, the Milwaukie Center Community Advisory Board, and the City of Milwaukie Parks and Recreation Board and City Council expressed support for the name change from Milwaukie Center to Milwaukie Community Center; and

Whereas, the addition of the word “community” better reflects the goal of the District to promote diversity, equity, and inclusion of all community members in parks and recreation services; and

NOW THEREFORE, the Clackamas County Board of County Commissioners do hereby resolve that the Milwaukie Center will now be known as the Milwaukie Community Center.

DATED this 19th day of August, 2021

BOARD OF COUNTY COMMISSIONERS
Acting as the Board of North Clackamas Parks and Recreation District

Chair

Recording Secretary



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #3 to the Contract with Harper Houf Peterson Righellis Inc. for Phase Two of
the Clackamas Regional Center Mobility Improvement Project

Purpose/Outcomes	This amendment will allow the HHPR to provide additional construction engineering services for the project.
Dollar Amount and Fiscal Impact	The original contract was \$3,823,584.22. The first amendment increased the contract amount by \$205,639.40. The second amendment increased the amount by \$2,900,529.01. The third amendment will increase the contract amount by \$580,800. Total contract value is \$7,510,552.63
Funding Source	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District – no County General Funds are involved.
Duration	This contract amendment will extend the contract with HHPR until March 31, 2022.
Previous Board Action	Original Contract approved 6/15/2017 Amendment #2 approved 5/23/2019
Strategic Plan Alignment	Build a Strong Infrastructure
Procurement Review	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
Counsel Review	Reviewed Date: 07/29/2021; ARN
Contact Person	David Queener, Development Agency Program Supervisor 503.742.4322
Contract No.	1466

BACKGROUND:

Harper Houf Peterson Righellis, Inc. (HHPR) is under contract to complete construction engineering services for the Clackamas Regional Center (CRC) Mobility Improvement Project. Effective construction management for a project of this size and complexity is critical to the overall cost, schedule and success of the project.

When HHPR developed the scope of work related to construction engineering, they had to make assumptions on the procedures and methods that the contractor that would be awarded the construction contract would use. For this project, the contractor instituted procedures and methods that

were different than what was anticipated and required additional services by HHPR. In addition, there were some differing site conditions that were discovered that required design modifications.

Some of the issues that required additional services beyond what was originally contemplated by HHPR includes:

- Reviewing and responding to over 200 requests for information and over 150 proposed change orders submitted by the contractor.
- Responding multiple to delay claims and protests related to perceived differing site conditions.
- Additional survey and construction staking due to the contractor's approach of constructing the project in several smaller segments.
- Design modifications and increased inspection related to bridge construction due to differing site conditions discovered during excavation.
- Substantial completion was extended 30 days due to closures related to the regional fires and ice storm. This requires additional management by HHPR.

HHPR is requesting an amendment to the contract in the amount of \$580,800 in order to provide the required addition construction engineering.

In order to provide the construction engineering services outlined in this amendment, the contract duration must also be extended until March 31, 2022.

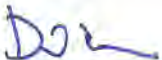
Procurement Process:

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment. Amendment #3 is a 15.2% increase to the original contract.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve and sign the contract amendment with Harper Houf Peterson Righellis Inc. to provide additional construction engineering services for the Clackamas Regional Center Mobility Improvement Project.

Respectfully submitted,



David Queener
Development Agency Program Supervisor

Placed on the _____ Agenda by the Procurement Division

AMENDMENT #3
TO THE CONTRACT DOCUMENTS WITH HARPER HOUF PETERSON RIGHELLIS, INC.
FOR PHASE II CLACKAMAS REGIONAL CENTER MOBILITY IMPROVEMENTS
Contract # 1466

This Amendment #3 is entered into between Harper Houf Peterson Righellis, Inc. (“Contractor”) and the Clackamas County Development Agency (“Agency”) and it shall become part of the Contract documents entered into between both parties on June 15, 2017 (“Contract”).

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

1. **ARTICLE 1 Item 1. Effective Date and Duration** is amended changed as follows:
The Contract termination date is hereby changed from June 30, 2021 to **March 31, 2022**.
Agency and Contractor acknowledge that Work may have been performed after June 30, 2021.
By execution of this Amendment #1, the Agency hereby approves and ratifies Work performed after June 30, 2021. All previously-performed Work is and remains subject to the terms and conditions of the Contract. The Agency reserves all rights, remedies, claims, and causes of action it may have with respect to previously performed Work.
2. **ARTICLE 1 Item 2. Scope of Work** is hereby amended as follows:
Contractor to provide additional project management and administration Work required due to an extension of the underlying project completion deadline through March 2022, as further described in the supplemental Scope of Work attached as **Exhibit G** and hereby incorporated by reference.
3. **ARTICLE 1 Item 3. Consideration** is hereby amended as follows:
Agency is authorizing a total of **\$580,800.00** to complete the additional Work. The updated Fee Schedule is attached as the end of Exhibit G. The total amended Compensation shall not exceed \$7,510,522.63.

Original Contract Amount	\$ 3,823,584.22
Amendment #1	\$ 205,639.40
Amendment #2	\$ 2,900,529.01 + Time
Amendment #3	\$ 580,800.00 + Time
Total Amended Contract	\$ 7,510,552.63

SIGNATURE PAGE FOLLOWS

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.

Harper Houf Peterson Righellis, Inc.
205 SE Spokane Street, Ste. 200
Portland, OR 97202

Daniel S Houf Digitally signed by Daniel S Houf
DN: cn=US, e=Dhouf@hpr.com, o=Harper Houf
Peterson Righellis Inc, cn=Daniel S Houf
Date: 2021.07.28 18:33:08 -0700

Authorized Signature

Daniel S. Houf, President

Print Name and Title

07/28/2021

Date

227670-81 DBC / Oregon

Oregon Business Registry Number

Clackamas County Development Agency

Chair

Recording Secretary

Date

Approved as to Form

Andrew Naylor Digitally signed by Andrew Naylor
Date: 2021.07.29 05:58:27 -0700

County Counsel

Date

EXHIBIT G
SUPPLEMENTAL SCOPE OF WORK
AND
UPDATED FEE SCHEDULE

Scope of Services for CRC Mobility Improvements – Phase 3
Final Design Services to Include Construction Management Services – Amendment No. 3
Harper Houf Peterson Righellis Inc.
June 22, 2021

Description of Amendment

This amendment will provide for additional services required to adequately perform construction management services on the Clackamas Regional Center mobility improvement project. These additional services fall under additional tasks that were included as part of amendment no. 2 of the contract.

Task 1.1 Added Project Management and Administration

Provide additional project management and administration as required due to an extension of project completion until March 31, 2022. The following items are included:

- A. Provide the management, and coordination to the consultant team and County management staff. Provide general day-to-day coordination with Clackamas County and project team members.
- B. Track Consultant's contract costs and budgets on a monthly basis. Prepare monthly invoices.

Task 9.0: Construction Phase

Due to unanticipated complexities with the contractor construction practices and methods as well as encountering differing site conditions, it is necessary to provide additional construction management and observation under the following sub-tasks:

- C. Construction Staking – Consultant will provide additional construction staking for the project, including the following:
 - Stake limits of clearing and limits for demolition of structures
 - Grade stakes one time for rough grading and subgrade
 - Stakes for utility installation (storm, water, utility trench/vaults, etc.)
 - Stakes for curbs, sidewalks, planters, median, etc.
 - Stakes for bridges, truss structures and walls
 - Stakes for ramps
 - Stakes for top of aggregate base
 - Stakes for signal pole installation
 - Stakes for private property improvements such as parking lots, driveway connections, etc.
 - Provide reference stakes for layout of striping
 - All stakes will be one-time only.
- D. Provide Additional Construction Assistance: Work directly with the County's Project Manager, construction inspector or other assigned inspectors during construction. Periodically visit the project site, interpret change orders, attend meetings as required, coordinate with utilities as required, and review submittals. Write brief field summaries of field visits to the site. Additionally, the consultant will provide full-time and part time construction inspectors as needed, and construction vehicle(s) for the project. The specific tasks are outlined as follows:
 - Civil & Landscape Submittal Review
 - Bridge and Truss Structures Submittal Review
 - Bridge and Truss Structures Inspection - Includes Agency Provided Testing services for the CFPR composite material used for bridge strengthening work per Section 00565.12. Assumes part time inspection (Bridge Inspector), 20 hours per week for 50 weeks.

- Signal and Street Lighting Submittal Review
 - Signal and Lighting Inspection
 - Signal Cabinet Prints
 - Permanent Signing Shop Drawing Preparation
 - Sign Support Field Verification Review
 - Fiber Optic Submittal & Testing Review
 - Geotechnical Submittal Review
 - Geotechnical Inspection
 - Utility Coordination Assistance
 - Design Questions
- E. Additional Engineering Support, Weekly Meetings, and General Construction Observation including Full time inspection services. Daily written reports will be submitted to the County by all staff providing inspection services, including civil, geotechnical, structural, landscape, signals, street lighting, traffic control, and environmental.
- F. Project Closeout/ Record Drawings – Facilitate a final walkthrough and inspection of the project, and develop of a final punchlist. Once all construction and final inspections are complete and the project has been accepted by the County, HHPR will modify the construction drawings to reflect changes made during construction, as directed by the County. A set of reproducible record drawings will be provided to the County along with digital files. It is assumed that as-built data will be provided from the inspector’s and contractor’s field drawings, field notes, field design changes, and the required contractor submittals.
- G. Post-Construction Survey Work – Provide survey services for post-construction monumentation of centerline and new right-of-way, and file a record of survey with Clackamas County. Monument boxes for centerline monuments should be obtained and installed by the contractor. Once installed, the monuments will be set inside the boxes. Approximately 10 monument boxes are anticipated.
- H. Consultant will provide the following contingency tasks as requested by County during construction.
- Update Signal Phasing/Timing – Consultant will update the phasing and local timing parameters and develop new time-of-day coordinated signal timings along Sunnyside Road (8600 Block to 122nd Avenue) and 82nd Avenue (Monterey Ave to Sunnybrook Blvd)



DAN JOHNSON
DIRECTOR

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

August 19, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Board Resolution Certifying the 2021-2022 Assessment Roll for
Clackamas County Service District No. 5

Purpose/Outcomes	Approval of this Board Resolution will certify the FY 2021-2022 Assessment Roll for Clackamas County Service District No. 5 (CCSD#5), the street lighting authority for Clackamas County.
Dollar Amount and Fiscal Impact	\$2,237,357.99 (this reflects a 5% rate reduction in all twelve rate categories)
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 16, 2021
Counsel Review	Reviewed and approved by County Counsel on August 3, 2021. NB
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.

ORS 310.060 requires the District to provide this information to the County Assessor not later than July 15. ORS 310.060(9) allows the County Assessor to grant an extension to this deadline, and the District was granted such an extension on July 12, 2021 until August 30, 2021.

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 Resolution directing the County Tax Assessor to place the street lighting service assessment, in the amount of \$2,237,357.99 on the 2021-2022 tax roll.

Respectfully submitted,

Wendi Coryell

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 the Street
Light Service in Clackamas County
Service District No. 5 for Fiscal
Year 2021-2022



Resolution 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 Commissioners, acting as the governing body of Clackamas County Service District No. 5, resolves 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 \$2,237,357.99 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 2021-2022 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	\$2,237,357.99	\$ 0.00
Total	\$2,237,357.99	\$ 0.00

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

In the Matter of Certifying an
Assessment Roll for the Street
Light Service in Clackamas County
Service District No. 5 for Fiscal
Year 2021-2022



Resolution No. _____

Page 2 of 2

3. The assessments collected in the amount of \$2,237,357.99 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, 2021.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Acting as the Governing Body of
Clackamas County Service District No. 5

Chair

Recording Secretary



Gregory L. Geist
Director

August 19, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Wolf Water Resources, Inc. for the Watershed Protection- Benthic Macroinvertebrate and Geomorphological Monitoring

Purpose/Outcome	<i>This contract is to conduct monitoring of stream health at selected sites in streams within Clackamas Water Environment Services' surface water districts.</i>
Dollar Amount and Fiscal Impact	Contract Value \$159,530.00
Funding Source	<i>WES surface water operating fund. The City of Lake Oswego will fund \$21,050 of the work through a subsequent IGA, if approved.</i> <i>No County General funds are required.</i>
Duration	Contract Execution through June 30, 2022
Previous Board Action/Review	Reviewed in Issues meeting on August 10, 2021.
Strategic Plan Alignment	Supports the WES strategic result that streams within WES' jurisdiction meet or exceed water quality standards. Supports the Board's Strategic Priorities to Build a Strong Infrastructure, and Honor, Utilize, Promote and Invest in our Natural Resources
Counsel Review	1. Date of Counsel review: 4/8/2021 2. Initials of County Counsel performing review: AK
Procurement Review	Was this project processed through Procurement? Yes.
Contact Person	Ron Wierenga, Environmental Services Manager, 503-742-4581
Contract No.	4093

Background:

WES is responsible for stormwater management in its surface water districts. In an effort to better understand the effects of its management activities on stream health, the District periodically monitors the biological and physical condition in streams. The work has been conducted on a roughly 3-year basis since 2009. The results of the study will be used to help evaluate the success of ongoing water quality management activities, and help prioritize future actions to improve stream health. Monitoring will include measurements

of stream insects, water chemistry and in-stream physical attributes (such as bank erosion). This work also supports compliance with WES's and the County's NPDES Municipal Stormwater Permits and the Willamette Mercury TMDL Implementation Plans.

WES is partnering with the City of Lake Oswego, which has similar regulatory requirements, to include stream monitoring sites within the city. Lake Oswego has agreed to reimburse WES for their portion of the work, which is \$21,050 through a separate IGA. No work will be conducted on the city's behalf until this agreement is in place.

The District is contracting with Wolf Water Resources, Inc. to conduct this assessment following standard methods.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on May 11, 2021. Proposals were opened on June 3, 2021. The County received two (2) proposals: Wolf Water Resources and Waterways Consulting. An evaluation committee of WES personnel scored Wolf Water Resources the highest. Upon contract award, the scope of work was negotiated and deliverables were finalized.

Recommendation:

Staff respectfully recommends that the Board approve and sign this contract with Wolf Water Resources, Inc. for the Watershed Protection- Benthic Macroinvertebrate and Geomorphological Monitoring

Respectfully submitted,



Greg Geist (Aug 5, 2021 09:57 PDT)

Greg Geist
Director, WES

Placed on the _____ Agenda by the Procurement Division.



**WATER ENVIRONMENT SERVICES
PERSONAL SERVICES CONTRACT
Contract #4093**

This Personal Services Contract (this “Contract”) is entered into between **Wolf Water Resources, Inc.** (“Contractor”), and Water Environment Services, a political subdivision of the State of Oregon (“District”).

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2022**.
2. **Scope of Work.** Contractor shall provide the following personal services: Watershed Protection-Benthic Macroinvertebrate and Geomorphological Monitoring (“Work”), further described in **Exhibit A**.
3. **Consideration.** The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred fifty-nine thousand five hundred thirty dollars (\$159,530.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the District’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: wes-ap@clackamas.us

5. **Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, and Exhibit A.

7. Contractor and District Contacts.

Contractor	District
Administrator: Marjorie Wolfe, PE, CFM Phone: 503-207-6688 Email: MWolf@wolfwaterresources.com	Administrator: Gail Shaloum Phone: 503-793-4264 Email: gshaloum@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or any department of Clackamas County (“County”), nor purport to act as legal representative of District or County, without first receiving from the Clackamas County Counsel’s

Office authority to act as legal counsel for District or County, nor shall Contractor settle any claim on behalf of District or County without the approval of the Clackamas County Counsel's Office. District or County may, at its election and expense, assume their own defense and settlement.

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirements outlined below do not in any way limit the amount or scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District and Clackamas County as an additional insureds on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it. Any obligation that District agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to District, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during District's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of District. District and Contractor intend that such Work Product be deemed “work made for hire” of which District shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 29, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the District’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District’s sole discretion. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, and 27 as if the subcontractor were the Contractor. District’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the

termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work

- 20. REMEDIES.** If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.

- 21. NO THIRD PARTY BENEFICIARIES.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.

- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

- 24. FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

- 25. WAIVER.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.

- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

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

EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK AND BUDGET

Wolf Water Resources (W2r) proposes this work to conduct technical aspects of stream monitoring and stream health assessments in Clackamas County watersheds regulated under their MS4 permit. The general proposal is to work with Clackamas Water Environment Services (WES) staff to revise the current monitoring protocol and plan this round of field efforts, conduct geomorphic and macroinvertebrate sampling field work, conduct associated analysis and modeling, and assess/summarize watershed health.

W2r will conduct this work in partnership with CASM, Inc., who will lead macroinvertebrate components of the scope of work (SOW).

Specific tasks, work elements, and budget are outlined below.

Task 1 – Plan and Revise Monitoring Approach

W2r-CASM will work directly with WES to establish a monitoring protocol that addresses permit criteria as well as meets broader County objectives for stream corridor and stormwater management. Work elements include:

- Review existing monitoring protocols, site distributions, and data to identify efficiencies and potential revisions (for both geomorphic and macroinvertebrate aspects).
- Up to two conference meetings with WES staff to discuss protocol changes, monitoring sites, and potential reference stations.
- Brief technical memorandum (TM) outlining proposed monitoring protocol (draft and final versions provided) and sampling sites/reaches selected for detailed v. distributed monitoring approaches.

Task 1 Deliverables:

- Meeting notes from two meetings (.doc)
- Draft and final TM outlining protocol and proposed sampling sites/reaches by monitoring approach (.doc)

Task 1 Assumptions:

- One round of comments from WES on draft TM with changes tracked and addressed in document comments.
- Throughout process, WES Staff will provide insight into the feasibility of monitoring protocols (considering factors like property access and permitting requirements)

Task 1 Estimated timeline:

- Conducted during summer (2021) to allow monitoring to commence in September and October.

Task 2 – Field Data Acquisition

The Contractor team will acquire field data in line with the approach and monitoring coverage established in Task 1. Work elements include:

- Develop GIS-based database for field data entry using ArcGIS Online and related interface.
- Coordination of field activities

- Field work using distributed geomorphic monitoring protocol and base macroinvertebrate sampling. For geomorphic monitoring, W2r geomorphologists and scientists will walk the creek or access it at available points, making observations including (but not limited to) stream substrate and measurements of channel dimensions in a manner that informs the relative degree of incision and widening (informing stream evolution in the context of Cluer and Thorne's (2014) stream evolution model and similar). Macroinvertebrate sampling to be conducted at 24 sites as detailed below.
- Detailed geomorphic measurements (with streamlined protocol) to allow for comparison to previous data at 8 status and trends sites selected in Task 1. General assumptions about the specific measurements are outlined below. Specific protocols applied will be established in Task 1 through collaboration with WES staff. – This effort was identified as an optional task in our original proposal
- Macroinvertebrate sample processing by outside lab (total 26 samples including QAQC samples)
- Initial data checks and QAQC

Task 2 Macroinvertebrate Specifics:

Physical habitat and water chemistry data and macroinvertebrate samples will be collected in designated habitat/flow types in delineated sample reaches. Reach lengths will be calculated as in prior years (20X the average wetted width or 75 m [245 ft.], whichever is greater) and located at the same sites as prior years, unless new factors such as barriers to access or unanticipated stream drying require sliding the reach. Physical habitat and water chemistry data (dissolved oxygen, conductivity, temperature) will be collected in conjunction with macroinvertebrate sampling. In past years, measured or visually estimated variables included valley type, channel unit gradient; wetted, bankfull, and flood prone width and bankfull and flood prone heights; mean water depth; percent representation of different habitat unit types in the reach (rapid, riffle, glide, pool); substrate composition and embeddedness; large wood tally; riparian buffer cover, width, and composition; bank condition; and surrounding land use..

Macroinvertebrate collection will be done as in prior years, according to the ORDEQ Benthic Macroinvertebrate Protocol for Wadeable Rivers and Streams (ORDEQ 2009), to maintain a standardized technique across time. Each site sample will be a composite of eight individual samples obtained using a D-frame kicknet (12in. [30 cm] mouth, 500 µm nitex mesh) within a 1 ft² (900 cm²) area. In accordance with ORDEQ protocols, duplicate samples will be collected at 10% of the sampling sites as a quality control measure to assess the degree of within-reach sample variability. Compositing samples will be rinsed, preserved in 80% ethanol, randomly sub-sampled to 500 individuals, and identified to the lowest practical taxonomic level recommended by the Pacific Northwest Aquatic Monitoring Partnership (PNAMP, 2015).

Task 2 Deliverables:

- Shared map of distributed geomorphic monitoring measurements (ArcGIS Online map). Underlying GIS layers (shapefiles and rasters, as appropriate) will be provided to WES at the end of the project to ensure the underlying data are available
- Raw macroinvertebrate lab results/reports (pdf)

Task 2 Assumptions:

- WES staff to coordinate property access.
- Distributed geomorphic monitoring to be conducted on 12 creeks (Athey, Carli, Cow, Fields, Kellogg, Mt. Scott, Pecan, Richardson, Rock, Saum, Sieben, and Wilson Creeks), totaling about 36 total miles of stream. The budget assumes the monitoring team of two will cover roughly 4.5 miles per day of field work. Property access will dictate the stream segments that can be walked versus those that can only be observed from public access points. The outlined budget assumes a mix of these situations. Budget assumes that

distributed geomorphic measurements can be completed with simple tape measure/field tools (without the need of survey equipment such as total station/GPS/rod and level) and will be augmented with geospatial analysis of LiDAR and vegetation conditions.

- Detailed geomorphic monitoring at 8 stations to allow for continued status and trends assessment of a subset of previous monitoring stations. Although exact methods employed can be established in task 1, the methods employed are assumed to be streamlined relative to previous protocols. Specific assumptions below outline some key areas for streamlining effort based initial assessments of value (effort v. suitability for detecting long-term change).
 - Cross-section surveys and measurements of bankfull dimensions will be conducted at previously monumented sections. Contractor will conduct one-day monument finding reconnaissance (guided by previous field notes and the Program Guide) covering the 8 sites at outset of monitoring effort. Where section monuments cannot be found within that effort, the Contractor will request additional help from WES staff or establish new monuments at the estimated locations of missing monuments.
 - Sediment sizes: visual assessment only (no bulk sample analysis or pebble counts based on variability and difficulty in change detection)
 - No stream profile surveys due to common alignment issues and typical inadequacy for detecting change.
 - In addition to cross-section surveys, Contractor will develop qualitative observations of site, measure bankfull dimensions, and will photograph sites in a consistent fashion to enable future comparison.
- Macroinvertebrate sampling at 24 Clackamas County sites with two additional duplicate/control samples (26 total samples submitted for lab analysis). Macroinvertebrate sampling will be done at individual sites as close as possible to the same sampling date(s) in prior years.
- Macroinvertebrate and geomorphic monitoring will be done at the same sites.
- Some changes may be made to physical habitat data collected to reduce redundancy with geomorphic monitoring.
- Consistency of macroinvertebrate sampling protocol is desirable to maintain continuity with prior years.

Task 2 Estimated timeline:

- Field work conducted in Fall 2021 (targeting September for consistency with prior surveys).
- Initial geomorphic data (collected using distributed methods) to be provided shortly after completion of field work (within one week)
- Macro-invertebrate and detailed geomorphic data provided November or December 2021

Task 2a – Macroinvertebrate monitoring of Lake Oswego sites

The Contractor will conduct macroinvertebrate monitoring of 10 sites within Lake Oswego. Geomorphic monitoring will include only the measurements needed to inform macroinvertebrate monitoring and analysis. Limited reporting of these sites will be conducted and integrated into the broader Task 4 deliverable without associated watershed health analyses. Many aspects of this work will be conducted in tandem or parallel with the broader project scope of work. All these efforts specific to Lake Oswego streams, however, are condensed into this single task for clarity.

The Contractor will meet with City staff to discuss monitoring goals, information needs, and agency reporting requirements. Appropriate survey methodology (riffle-targeted vs. multihabitat) will be determined in consideration of the amount and distribution of habitat units in survey reaches, the ability of each approach to broadly assess stream health and reveal meaningful shifts in macroinvertebrate

community composition related to management actions, and requirements for data reporting to agencies such as ORDEQ.

Sampling sites will be selected based on City data needs, land ownership, site accessibility, and existence of any macroinvertebrate sampling data from prior years. Potential reference streams/reaches can be identified as part of this process, and any desired physical habitat or water chemistry sampling in conjunction with macroinvertebrate sample collection will be determined.

Macroinvertebrate samples will be collected from designated reaches and habitat units. Macroinvertebrates will be identified to the lowest practical taxonomic level in accordance with current PNAMP (Pacific Northwest Aquatic Monitoring Partnership) recommendations. Where appropriate (i.e., riffle-targeted samples), ORDEQ models including the PREDATOR predictive model and associated stressor models and the Invertebrate-based Index of Biotic Integrity (I-IBI) will be applied to the data. Contractor will consult with ORDEQ regarding application of the new Biological Condition Gradient (BCG), the final version of which is anticipated by the end of 2021. Individual metrics in the IBI and/or BCG models will be calculated for samples taken in reaches that lack riffle habitat to provide a basis for comparison between sites and identification of potential stressors.

ORDEQ model results will be translated into measures of biological health. Macroinvertebrate community composition and characteristics will be further assessed using both taxonomic (i.e., genus/species) and ecological (i.e., functional feeding group, voltinism, water temperature and flow associations) traits, and multivariate and univariate statistical analyses will be applied to reveal patterns and identify potential stressors, and to provide a baseline for comparison with any sampling done in future years.

A summary of overall trends in macroinvertebrate community composition will be presented. Individual site model scores, sample community characteristics, and probable stressors will also be described. Statistical analyses will be summarized in figures accompanied by clear text. Aspects of community composition, ecological traits, and model scores will be reported from the standpoint of their implications for stream health and management practices.

Task 2a Deliverables:

- Notes from meetings with City discussing monitoring approach and reporting requirements.
- GIS-based map of sampling sites
- Document outlining proposed monitoring protocols and metrics to be reported.
- Macroinvertebrate taxonomic database
- Model scores
- scores for ORDEQ PREDATOR and stressor models, I-IBI, and/or BCG Index in each sample reach
- Macroinvertebrate taxonomic and ecological community characteristics at each site and their implications for probable stressors or environmental filters
- Summary report of macroinvertebrate community characteristics of target stream reaches.

Task 2a Estimated timeline:

Lake Oswego monitoring, analysis, and reporting efforts will mimic the broader project timeline.

Task 2a Assumptions:

- Lake Oswego to coordinate property access.
- Macroinvertebrate sampling at 10 sites with one additional duplicate/control sample (11 total samples submitted for lab analysis).
- One W2r team member will accompany CASM on field visit for safety and identification of habitat units required for macroinvertebrate sampling.

- Final task 4 report will provide limited discussion of Lake Oswego monitoring, with only basic summary of macroinvertebrate monitoring/analysis results and mapping of monitoring site locations.

Task 3 – Data Analysis and Watershed Health Assessment

The Contractor will analyze field data and conduct geospatial analysis to inform integrated understanding of watershed health. Work elements include:

- GIS analysis of general stream attributes, likely including stream profiles, valley confinement, and riparian buffer widths/conditions. Analyses will make use of the most recent LiDAR data and imagery readily available through public sources. Outputs will be intended to provide context for field measurements and stream diversity as well as map-based and visual representations of data.
- Data analysis and modeling will be conducted to assess general stream health conditions. Contractor will work with WES to identify preferred set of metrics of watershed health. Macroinvertebrate-specific modeling and analysis are described below.
- General identification of at-risk reaches from the perspective of stream degradation and/or infrastructure risk.
- Analysis of survey data collected at eight (8) sites selected for status and trends level monitoring. Analysis will include basic processing of data, representation of select stream cross-sections, and extraction of metrics selected for status and trends analysis. – This effort was identified as an optional task in the original proposal
- Historical status and trends analysis of previous and new detailed monitoring data. Contractor will identify a subset of metrics with greatest suitability for trends analysis and conduct trends analysis at 24 sites. For geomorphic data, targeted trends are likely to relate to bed change (incision v. aggradation) and width change (widening v. narrowing) in the context of stream evolution. – This effort was identified as an optional task in the original proposal

Task 3 Macroinvertebrate Specifics:

Macroinvertebrate community data from samples taken in riffles will be run through the ORDEQ PREDATOR and stressor models, multimetric IBI, and the new BCG (when finalized). The degree of correlation between these scores and the biological condition classes they reflect will be assessed. Because these models were developed from riffle communities, they cannot be applied to samples taken in slower water (glides and pools). However, calculation of individual metrics in the IBI and BCG will be done to investigate potential stressors and allow between-site comparison. Additional non-parametric statistical analysis of community taxonomic data (SIMPER, CLUSTER, Principal Component Analysis, non-metric multidimensional scaling) and ecological trait data (i.e., voltinism, functional feeding guild, water temperature associations, flow associations) will be done to assess type and direction of community changes, and spatial and temporal trends. Model and analysis results will be examined for their relationship to watershed trends identified by geomorphic monitoring as well as to ongoing restoration or management actions.

Task 3 Deliverables:

- Summary GIS map/info sheet for each stream reach, presenting GIS- and field-based results in watershed context, with at-risk reaches identified. The identification of “at-risk” reaches will be categorized relative to broad stream management objectives such as risks to infrastructure and habitat.
- Tabular and graphical summaries of results by stream
- Data summaries and field notes from detailed status and trends sites (n=8)

- Summary graphs of historic status and trends (summary in the context of watershed health to be provided in Task 4.

Task 3 Estimated timeline:

- Analysis and modeling to be conducted in Winter and Spring 2021-2022

Task 3 Assumptions:

- WES will provide County-level geospatial data layers (likely formats include shapefiles and rasters, depending on the type of geospatial data being requested) that are not readily available online, including but not limited to parcel boundaries, streets, storm-sanitary sewer lines and other data that may be deemed useful during the assessment.
- For historic status and trends analysis, WES will provide data in digital form as possible and available. Contractor will conduct limited digitizing of historic data.
- Water quality data to be collected and/or provided by WES.
- Availability of the new BCG and accompanying taxa database used in calibration (highly sensitive, intermediate sensitive, intermediate tolerant, and tolerant taxa)
- Access to complete taxonomic database for WES stream sites sampled in prior years for comparing model results and performance.

Task 4 – Summary Figures and Reporting

The Contractor team will develop a streamlined report summarizing monitoring and stream health assessments using combined narrative, graphic/map, and data/scoring components. The main report body will emphasize summary and understanding for diverse stakeholder groups (technical and non-technical) relative to permitting, stream health, and infrastructure considerations. Raw data and methods will be presented in appendixes in a more limited fashion than in previous monitoring efforts. The data and methods will be presented to enable reproducibility and further analysis in the future, if desired (however, all data may not be presented as graphs and figures in the same manner as previous reports). The overarching goal is to streamline reporting efforts so that relevant take-aways and conclusions are clear and distinguishable from all the underlying measurements and analysis.

Task 4 Macroinvertebrate Specifics:

Data from the current sampling year will be assessed in conjunction with all prior sampling years to ascertain any trends in stream health and macroinvertebrate community composition over time. Statistical analyses will be summarized in figures accompanied by clear text. Trends in community composition, ecological traits, and model scores will be reported from the standpoint of their implications for stream health and efficacy of management practices and integrated with geomorphological reporting and will inform Contractor recommendations for future actions.

Task 4 Deliverables:

- Monitoring and stream health summary report (including recommendations related to stream health and broad priorities in terms of stream management) and stream info sheets with methods and raw data tables in appendix. One draft will be provided for WES comment. Comments/responses to be tracked in the document prior to finalization.
- All raw data (macroinvertebrate counts, field sheets/documents, and water quality data) collected in support of the summary report formatted as flat files, excel files (.xls), or as scanned copies (.pdf).

Task 4 Estimated timeline:

- Final report to be delivered by June 30, 2022.

Task 4 Assumptions:

- Summary report is not intended as a detailed prioritization document, although the outcomes may inform WES’s effort to prioritize watershed management actions.

Project Budget

The total budget estimated for this project is \$159,530, as detailed in the table below. The specific budget estimates for the Clackamas County and Lake Oswego components are \$138,480 and \$21,050, respectively.

Task No.	Task Description	Macroinvertebrate and Geomorph Monitoring Clackamas County WES								Subtotal Labor Hours Per Task	Subtotal Labor Fee Per Sub-Task	Reimbursable Expenses (travel, equipment, sampling)	Total Cost
		Principal Engineer/Scientist	Senior Geomorphologist/PM	Invert. Ecologist (Sub - CASM)	Hydrologist	Landscape Ecologist	Fisheries Biologist	Jr. Env. Scientist	Jr. Geomorphologist				
		\$210	\$155	\$65	\$110	\$145	\$155	\$95	\$115				
1	Work with County to Plan and Revise Monitoring Approach										\$16,570	\$0	\$16,570
	Review Existing Info		4		4				4	12	\$1,520	\$0	\$1,520
	Review/Revise Sampling Sites and Reference Locations		4	8	8				8	28	\$2,940	\$0	\$2,940
	Revised Sampling Protocol	8	8	12		4	4		12	48	\$6,280	\$0	\$6,280
	Project PM/Coordination	4	18							22	\$3,630	\$0	\$3,630
	Meetings (2)	2	4	4	4				4	18	\$2,200	\$0	\$2,200
2	Field Data Acquisition										\$48,070	\$14,120	\$62,190
	Field Coordination		4		16					20	\$2,380	\$0	\$2,380
	Field Database Development (Online GIS Platform)		4		4	8			16	32	\$4,060	\$0	\$4,060
	Field Data Acquisition		24	100				80	80	284	\$27,020	\$12,092	\$39,112
	Compile/QAQC Data		2					8	4	14	\$1,530	\$0	\$1,530
	Detailed Geomorphic Measurement at 8 Status and Trend Sites (Data Collection and Initial Processing)		8		16			48	48	120	\$13,080	\$2,028	\$15,108
2a	Monitoring of Lake Oswego Sites										\$16,655	\$4,395	\$21,050
	Field monitoring and macro lab analysis at 10 Lake Oswego sites		10	131				50	16	207	\$16,655	\$4,395	\$21,050
3	Data Analysis and Watershed Health Assessment										\$48,180	\$0	\$48,180
	GIS-Based Characterization (Slope, Confinement, Vegetation)		4		8	16			72	100	\$12,100	\$0	\$12,100
	Data Analysis/Modeling		4	48			4	16	16	88	\$7,720	\$0	\$7,720
	Identify At-Risk Reaches, Stressors, Priorities	2	8	16		4	4	8	16	58	\$6,500	\$0	\$6,500
	Analysis of Detailed Status and Trend Data collected at 8 Status and Trend sites		4					16	40	60	\$6,740	\$0	\$6,740
	Historical Trends Analysis and Reporting	4	16	32	16		8	32	32	140	\$15,120	\$0	\$15,120
4	Summary of Findings and Recommendations										\$11,540	\$0	\$11,540
	Report/Narratives	2	16	16		16	4	20	24	98	\$11,540	\$0	\$11,540
	Total	22	142	367	76	48	24	278	392	1349	\$141,015	\$18,515	\$159,530

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER USI Insurance Services NW PR 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: Please See Below:
	PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: Seattle.PLCertRequest@usi.com
INSURED Wolf Water Resources Inc. 1001 SE Water Ave., Suite 180 Portland, OR 97214	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Charter Oak Fire Insurance Company 25615
	INSURER B : Travelers Casualty and Surety Company 19038
	INSURER C : XL Specialty Insurance Company 37885
	INSURER D : Travelers Indemnity Company 25658
	INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6807H5597452147	03/03/2021	03/03/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA4R5269462147G	03/03/2021	03/03/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) <input checked="" type="checkbox"/> N N / A If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	UB2K99602A2147G (Incl. USL&H)	03/03/2021	03/03/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (Incl. Pollution)		<input checked="" type="checkbox"/>	DPR9974055	03/03/2021	03/03/2022	\$2,000,000 per claim \$4,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract No. 4093; Watershed Protection - Benthic Macroinvertebrate and Geomorphological Monitoring.
 The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to Water Environment Services, a political subdivision of the State of Oregon (District) and Clackamas County, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability policy contains a special endorsement with Primary and Noncontributory wording, when required by written contract.

CERTIFICATE HOLDER Water Environment Services 150 Beaver Creek Road Oregon City, OR 97045	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <p>A. Non-Owned Watercraft – 75 Feet Long Or Less</p> <p>B. Who Is An Insured – Unnamed Subsidiaries</p> <p>C. Who Is An Insured – Retired Partners, Members, Directors And Employees</p> <p>D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</p> <p>E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>F. Blanket Additional Insured – Controlling Interest</p> <p>G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> | <p>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> <p>I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p>J. Incidental Medical Malpractice</p> <p>K. Medical Payments – Increased Limit</p> <p>L. Amendment Of Excess Insurance Condition – Professional Liability</p> <p>M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</p> <p>N. Contractual Liability – Railroads</p> |
|--|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (2) A watercraft you do not own that is:
- (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
 - (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
 - (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED:**

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	\$ 4,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000

Designated Projects:

Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed by you before the "bodily injury" or "property damage" occurs.

Designated Locations:

All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.

PROVISIONS

- | | |
|--|---|
| <ol style="list-style-type: none"> The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations. The following replaces Paragraph 1. of SECTION III – LIMITS OF INSURANCE: | <ol style="list-style-type: none"> The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of: <ol style="list-style-type: none"> Insureds; Claims made or "suits" brought; |
|--|---|

COMMERCIAL GENERAL LIABILITY

- c. Persons or organizations making claims or bringing "suits"; or
- d. "Projects" or "locations".

3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE:**

2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

- (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- (2) Damages under Coverage B; and
- (3) Medical expenses under Coverage C.

b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;that can be attributed only to operations at a single "project".

(2) The Designated Project Aggregate Limit applies separately to each "project".

(3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.

(4) The Designated Project Aggregate Limit does not apply to damages

under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Location Aggregate Limit is the most we will pay for the sum of:

- (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
- (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "location".

(2) The Designated Location Aggregate Limit applies separately to each "location".

(3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.

(4) The Designated Location Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in

Paragraph **2.d.** below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The General Aggregate Limit is the most we will pay for the sum of:

- (a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and
- (b) Damages under Coverage **B**.

- (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

- (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE:**

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

COMMERCIAL GENERAL LIABILITY

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;that is your partner, joint venture member, manager or trustee; or
 - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- ### 3. Legal Action Against Us
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS – OREGON

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs.

Location And Description Of Completed Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

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**PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY
POLICY –
ARCHITECTS, CONSULTANTS AND ENGINEERS**

THIS IS A “CLAIMS-MADE AND REPORTED” POLICY. THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING A POLICY YEAR AND REPORTED TO THE COMPANY, IN WRITING, DURING THAT POLICY YEAR OR AUTOMATIC EXTENDED REPORTING PERIOD.

CERTAIN STATES MANDATE SPECIFIC WARNINGS, EXCEPTIONS OR CONDITIONS MODIFYING THE TERMS AND CONDITIONS OF THIS POLICY. PLEASE READ THIS POLICY CAREFULLY, INCLUDING THE DECLARATIONS AND ALL ENDORSEMENTS.

THIS POLICY CONTAINS PROVISIONS THAT LIMIT THE AMOUNT OF CLAIM EXPENSES THE COMPANY IS RESPONSIBLE TO PAY IN CONNECTION WITH CLAIMS. CLAIM EXPENSES SHALL BE SUBJECT TO ANY APPLICABLE DEDUCTIBLE AMOUNT. THE PAYMENT OF CLAIM EXPENSES WILL REDUCE THE LIMITS OF LIABILITY STATED IN ITEM 3. OF THE DECLARATIONS.

In consideration of the payment of the Policy Premium stated in Item 5. of the Declarations, and in reliance upon the statements contained in the Application and any other supplemental materials and information submitted to the Company with respect to this Policy, and subject to all the terms and conditions of this Policy, the Company agrees with the NAMED INSURED as follows:

I. INSURING AGREEMENTS

A. Professional Liability

The Company agrees to pay on behalf of the INSURED all sums in excess of the Deductible, subject to the Policy Limits of Liability, that the INSURED becomes legally obligated to pay as DAMAGES and/or CLAIM EXPENSES as a result of any CLAIM(S) first made against the INSURED during a POLICY YEAR and first reported to the Company, in writing, during that POLICY YEAR or within sixty (60) days after the end of that POLICY YEAR, provided that:

1. The CLAIM(S) arises out of a WRONGFUL ACT;
2. Such WRONGFUL ACT was committed or alleged to have been committed on or after the applicable Retroactive Date(s) stated in Item 6. of the Declarations; and
3. Prior to the ANNIVERSARY DATE stated in Item 7. of the Declarations, none of the INSURED’S directors, officers, principals, partners or insurance managers knew or should have known that such WRONGFUL ACT might give rise to a CLAIM(S).

B. Contractors Pollution Legal Liability

The Company agrees to pay on behalf of the INSURED all sums in excess of the Deductible, subject to the Policy Limits of Liability, that the INSURED becomes legally obligated to pay as DAMAGES and/or CLAIM EXPENSES as a result of any CLAIM(S) first made against the INSURED during a POLICY YEAR and first reported to the Company, in writing, during that POLICY YEAR or within sixty (60) days after the end of that POLICY YEAR, provided that:

1. The CLAIM(S) is for POLLUTION CONDITIONS arising out of the performance of CONTRACTING SERVICES rendered by or on behalf of the INSURED;
2. The CONTRACTING SERVICES out of which the POLLUTION CONDITIONS arise were performed on or after to the applicable Retroactive Date(s) stated in Item 6. of the Declarations; and

2. The specific nature and extent of the injury or damage that has been sustained; and
3. How the INSURED first became aware of such CIRCUMSTANCE(S),

then any CLAIM(S) that may subsequently be made against the INSURED arising out of such reported CIRCUMSTANCE(S) shall be deemed to have been made on the date first written notice of the CIRCUMSTANCE(S) was received by the Company. This right conferred upon the INSURED in this Paragraph shall terminate at the end of the POLICY PERIOD and shall not exist during the Automatic Extended Reporting Period or Optional Extended Reporting Period.

XI. OTHER CONDITIONS

A. Cancellation

This Policy may be canceled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the Company by mailing to the NAMED INSURED, at the address stated in Item 1. of the Declarations, written notice stating when, not less than thirty (30) days thereafter (or ten (10) days thereafter for non-payment of premium), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If this Policy is canceled, earned premium shall be computed in accordance with the Company's guidelines with respect to cancellation. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

B. Action Against The Company

No action may be brought against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED in a contested proceeding after final judgment has been rendered and any appeal decided, or by written agreement of the INSURED, the claimant and the Company. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the INSURED or the INSURED'S legal representative join the Company in such action. Bankruptcy or insolvency of the INSURED or the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

C. Assignment

This Policy may not be assigned or transferred without written consent of the Company.

D. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization, and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after a CLAIM(S) to prejudice such rights.

However, it is agreed that the Company waives its rights of subrogation under this Policy against clients of the INSURED as respects any CLAIM(S) arising from PROFESSIONAL SERVICES, or CONTRACTING SERVICES under the client's contract requiring waiver of subrogation, but only to the extent required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS PROPERTY ENHANCEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

- A.** The BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM is changed as follows:
1. The following replaces Section **A.2.p** and **q**. Property Not Covered.
 - p.** "Electronic Data Processing Equipment" (not including "stock") except as provided in the Electronic Data Processing Coverage Extension or Business Personal Property Off Premises Coverage Extension;
 - q.** "Electronic Data Processing Data and Media" (not including "stock") except as provided in the:
 - (1) Electronic Data Processing Coverage Extension;
 - (2) Accounts Receivable Coverage Extension; or
 - (3) Business Personal Property Off Premises Coverage Extension.
 2. With respect to Business Income and Extra Expense, the time frame referenced in Paragraph **A.3.c.(2)(b)** is increased from sixty consecutive days to ninety consecutive days.
 3. Paragraph **A.5.a (1)** under **Limitations** is deleted.
 4. The limit applicable to the **Additional Coverage – Claim Data Expense** is increased from \$5,000 to \$10,000.
 5. The limit applicable to the **Additional Coverage – Fine Arts** is increased by \$75,000.
 6. With respect to the **Additional Coverage – Fine Arts**, Paragraph **A.6.f.(3)(d)** and Paragraph **A.6.f.(3)(k)** are deleted.
 7. The limit applicable to the **Additional Coverage – Newly Acquired or Constructed Property for Buildings** is increased from \$500,000 to \$1,000,000.
 8. The limit applicable to the **Additional Coverage – Newly Acquired or Constructed Property for Business Personal Property** is increased from \$250,000 to \$500,000.
 9. The limit applicable to the **Additional Coverage – Ordinance or Law** is increased by \$225,000.
 10. With respect to the **Additional Coverage-Ordinance or Law**, coverage is extended to include tenant's improvements and betterments as described in Paragraph **A.1.b.(3)** if:
 - a. You are a tenant; and
 - b. A Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises.
 11. The limit applicable to the **Additional Coverage – Outdoor Trees, Shrubs, Plants and Lawns** is increased from \$3,000 to \$5,000.
 12. The following **Additional Coverages** are added:
 - a. **Contract Penalty Clause**
 - (1) We will pay contract penalties you incur as a result of your failure to deliver your products or services within the time required by such contract, if the failure is solely due to direct physical loss of or damage to property at the described premises caused by or resulting from a Covered Cause of Loss.
 - (2) The most we will pay under this Additional Coverage is \$5,000 for the sum of all covered contract penalties arising out of all Covered Causes of Loss occurring during each separate 12 month period of this policy beginning with the effective date of this endorsement.
 - b. **Identity Fraud Expense**

- (c) \$50,000 for the sum of all covered interruptions arising out of all Covered Cause of Loss occurring away from the described premises during each separate 12 month period of this policy beginning with the effective date of this policy.
- n. The limit applicable to the **Coverage Extension – Ordinance or Law – Increased "Period of Restoration"** is increased from \$25,000 to \$50,000.
- o. With respect to the **Coverage Extension – Valuable Papers and Records**, Paragraph **A.7.s.(1)** is replaced by the following:
 - (1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to "valuable papers and records" at or away from the described premises, that:
 - (a) You own, or
 - (b) Are owned by others, but in your care, custody, or control;
caused by or resulting from a Covered Cause of Loss.
- p. With respect to the **Coverage Extension – Valuable Papers and Records**, Paragraph **A.7.s.(4)** is deleted.
- q. With respect to the **Coverage Extension– Valuable Papers and Records**, Paragraph **A.7.s.(5)** is replaced by the following:
 - (5) The most we will pay under this Coverage Extension for loss of or damage to "valuable papers and records" in any one occurrence is the greater of:
 - (a) \$100,000, regardless of the number of described premises involved; or
 - (b) The sum of the valuable papers and records limits stated on the Businessowners Property Coverage Declarations for each described premises.
- r. The following is added to the **Coverage Extension – Valuable Papers and**

Records:

With respect to property of others covered under this Coverage Extension, the owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary, and not contribute with such other insurance.

14. The following **Coverage Extensions** are added:

a. Business Income – Billable Hours Option

When the Declarations show that you have coverage for Business Income and Extra Expense, you may choose to have a covered business income loss paid on a Billable Hours basis. If you do so, the following applies under this Coverage Extension with respect to such loss:

- (1) Paragraph **A.3.a.(1)** is replaced by the following:

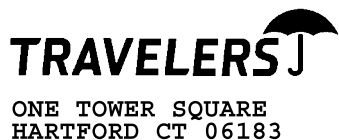
(1) Business Income means:

- (a) The income that would have been generated from Billable Hours normally charged by you to your clients for services performed by you or your employees if no physical loss or damage occurred; and

- (b) Other income of your business that would have been earned or incurred if no physical loss or damage occurred;

minus expenses which do not necessarily continue;

- (2) Within Paragraph **E.5.**, the term Billable Hours replaces the term Net Income as referenced within such provision;
- (3) Billable Hours means the dollar value assigned to one hour of service you normally charge to a client for work performed by you or your employees including time charged for support functions such as copying and typing;
- (4) The most we will pay for loss of business income under this Coverage Extension in any one occurrence is \$25,000; and
- (5) This option is not available for any



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-2K99602A-21-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

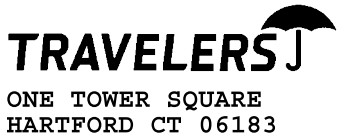
SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-2K99602A-21-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Job Description

ENGINEERS PLAN

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

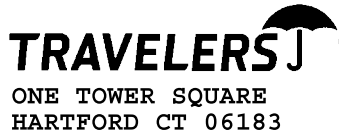
Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

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POLICY NUMBER: UB-2K99602A-21-47-G

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Table with 2 columns: Name and Address of Designated Persons or Organizations; Number of Days Notice. Row 1: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY, AND 2. WE RECEIVED SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE. 30

ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured Policy No. Endorsement No. Premium \$

Insurance Company Countersigned by _____

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Watershed Protection 2021

Final Audit Report

2021-08-05

Created:	2021-08-05
By:	Lauren Haney (LHaney@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4adpKbxh_HXFrEohjtUazfn7dfOlaoO5

"Watershed Protection 2021" History

-  Document created by Lauren Haney (LHaney@clackamas.us)
2021-08-05 - 4:50:45 PM GMT- IP address: 174.204.214.40
-  Document emailed to Greg Geist (ggeist@clackamas.us) for signature
2021-08-05 - 4:51:16 PM GMT
-  Email viewed by Greg Geist (ggeist@clackamas.us)
2021-08-05 - 4:56:37 PM GMT- IP address: 45.41.142.128
-  Document e-signed by Greg Geist (ggeist@clackamas.us)
Signature Date: 2021-08-05 - 4:57:05 PM GMT - Time Source: server- IP address: 198.245.132.3
-  Agreement completed.
2021-08-05 - 4:57:05 PM GMT



Gregory L. Geist
Director

August 19, 2021

Water Environment Services Board
Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement between Water Environment Services and the City of Oregon City, for the Transfer of Ownership of Two Sanitary Sewer Manholes and Two Sanitary Sewer Pipe Segments.

Purpose/Outcome	Solve confusion regarding sanitary sewer maintenance responsibilities by formalizing the ownership of two sanitary sewer manholes and two sections of sanitary sewer pipe.
Dollar Amount and Fiscal Impact	This action will have no direct financial impact to Water Environment services or Clackamas County.
Funding Source	N/A
Duration	In perpetuity
Previous Board Action/Review	Reviewed in Issues meeting on August 10, 2021.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project supports the County's Strategic Plan to build public trust through good government. 2. This project supports the WES Strategic Plan to focus on infrastructure strategy and performance.
Counsel Review	This IGA was reviewed and approved by County Counsel on July 7, 2021.
Contact Person	Nathan Seaver (503) 679-5709
Contract No.	N/A

BACKGROUND:

In 1984, the Tri-City Service District ("TCSD") constructed a portion of the collection system within the City of Oregon City (City), located near Dunes Drive and McLaughlin Boulevard, adjacent to Clackamette Park. The construction connected the City's existing collection system to WES' new interceptor sewer, constructed as part of the same project, and allowed for the decommissioning of the Oregon City Sewer Treatment Plant. The City manages and maintains the overall collection system within its boundaries; however, there was no clear transfer of ownership over this portion of the collection system to the City. In January 2021, it was discovered that WES and the City have been completing regular inspection and maintenance on this portion of the collection system concurrently. It is believed that these independent activities have been occurring since 1984.

On July 1, 2017, TCSD transferred all of its right, title and interest in all tangible and intangible assets over to WES, as a part of its formation as an intergovernmental entity under Oregon

Revised Statutes Chapter 190. WES desires to transfer to the City, and the City agrees to accept, ownership and responsibility for the collection system assets described in this Agreement.

PROCUREMENT PROCESS:

The IGA was drafted by County Counsel and reviewed by Oregon City staff prior to the final version being delivered to Josh Wheeler, Assistant City Engineer at the City of Oregon City, on June 6th, 2021. The City's Commission approved the IGA at their meeting on June 16th, 2021 and the IGA was signed by the City on June 17th, 2021.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Intergovernmental Agreement between Water Environment Services and the City of Oregon City, for the transfer of ownership of two sanitary sewer manholes and two sanitary sewer pipe segments.

Respectfully submitted,



Greg Geist (Aug 5, 2021 09:58 PDT)

Greg Geist
Director, WES

Placed on the _____ Agenda by the Procurement Division.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN WATER ENVIRONMENT SERVICES
AND THE CITY OF OREGON CITY**

THIS AGREEMENT (this "Agreement") is entered into and between Water Environment Services ("WES"), an intergovernmental entity formed pursuant to ORS Chapter 190, and the City of Oregon City ("City"), a political subdivision of the State of Oregon, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

In 1984, the Tri-City Service District ("TCSD") constructed a portion of the collection system within the City, located near Dunes Drive and McLaughlin Boulevard, adjacent to Clackamette Park. The construction connected the City's existing collection system to WES' new interceptor sewer, constructed as part of the same project, and allowed for the decommissioning of the Oregon City Sewer Treatment Plant. The City manages and maintains the overall collection system within its boundaries; however, there was no clear transfer of ownership over this portion of the collection system to the City. In January 2021, it was discovered that WES and the City have been completing regular inspection and maintenance on this portion of the collection system concurrently. It is believed that these independent activities have been occurring since 1984.

On July 1, 2017, TCSD transferred all of its right, title and interest in all tangible and intangible assets over to WES, as a part of its formation as an intergovernmental entity under Oregon Revised Statutes Chapter 190. WES desires to transfer to the City, and the City agrees to accept, ownership and responsibility for the collection system assets described in this Agreement.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Effective Date.** This Agreement shall take effect when executed by both Parties (the "Effective Date").
2. **Property.** WES hereby transfers to City all of WES's right, title, and interest in and to the items of property (the "Property") listed below:

Two sanitary sewer manholes and two sanitary sewer pipelines further described in Exhibit A and depicted in Exhibit B, both attached hereto and incorporated by reference.

3. **Consideration.** The consideration for the transfer of the Property is other such good and valuable consideration, receipt of which is hereby acknowledged by WES.
4. **Transfer of Ownership.** City will take ownership of the Property on the Effective Date.
5. **Representations and Warranties.**

- A. *City Representations and Warranties:* City represents and warrants to WES that City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of City enforceable in accordance with its terms.
- B. *WES Representations and Warranties:* WES represents and warrants to City that WES has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of WES enforceable in accordance with its terms.
- C. Except as otherwise expressly stated above, WES makes no warranties or representations with respect to the Property. City accepts the Property AS IS, WHERE IS, in its present condition, including all defects and with all faults, and there are no warranties of merchantability or of fitness for a particular purpose with respect to the Property.
- D. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. **Termination.** Reserved.

7. **Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, WES agrees to indemnify, save harmless and defend the City, 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 arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the WES or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the WES has a right to control, occurring prior to the Effective Date of this Agreement.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the WES, 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 arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control, occurring after the Effective Date of this Agreement.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication

or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information by giving prior written notice thereof to the other Party at its then current notice address.

A. Nathan Seaver or their designee will act as liaison for the WES.

Contact Information:

150 Beaver Creek Rd Suite 430
Oregon City, OR 9704
nseaver@clackamas.us
Office: 503-742-4573
Mobile: 503-679-5709

Josh Wheeler or their designee will act as liaison for the City.

Contact Information:

625 Center St. Oregon City, OR 97045
jwheeler@orc.org
Office: 503-657-0891
Mobile: 971-322-9745

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon, and the ordinances of Clackamas County and WES without giving effect to the conflict of law provisions thereof. Any claim between WES and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the WES of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. City, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly 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. **Access to Records.** Reserved.
- E. **Work Product.** Reserved.
- F. **Hazard Communication.** Reserved.
- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **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.
- I. **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.
- J. **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.
- K. **Independent Contractor.** Reserved.
- L. **No Third-Party Beneficiary.** City and WES are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Assignment.** City may assign or transfer this Agreement, in whole or in part, or any right or obligation hereunder, at any time and shall provide written notice of such assignment to WES within thirty (30) days of such assignment or transfer.


- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **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.
- Q. **Time is of the Essence.** City agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Reserved.
- T. **Confidentiality.** Reserved.
- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

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

Water Environment Services

City of Oregon City

Chair



Authorized Signatory

Date

Date

6-17-21

Exhibit A

The four structures are located in Oregon City, Oregon. They are generally located between McLoughlin Boulevard and Clackamette Park, in the area north of Dunes Drive. The four structures are connected to each other in series with the system connected to Oregon City's sanitary sewer infrastructure on the south end and Water Environment Services' sanitary sewer infrastructure on the north end.

- **Manhole SSMH-006694**: The most upstream structure is ssMH-006694, situated in the northeast quadrant of a grassy area located at the northwest corner of McLoughlin Boulevard and Dunes Drive. Manhole SSMH-006694 is a 48" diameter concrete manhole, is approximately 10.5 feet deep, has one inlet pipe from the south, a 30-inch pipe owned by the Oregon City, and one outlet pipe to the west, ssPP-002710.
- **Pipe ssPP-002710**: A reinforced concrete pipe that extends approximately 185 feet west from ssMH-006694 and terminates manhole ssMH-002571.
- **Manhole ssMH-002571**: Situated in the northwest quadrant of the grassy area located at the northwest corner of McLoughlin Boulevard and Dunes Drive, near the sidewalk that parallels the east side of Clackamette Drive. Manhole ssMH-002571 is a 48" diameter concrete manhole, is approximately 11.6 feet deep, has one inlet pipe from the east, ssPP-002710, and one outlet pipe to the north, ssPP-002709.
- **Pipe ssPP-002709**: A 12-inch reinforced concrete pipe that extends approximately 633 feet north, paralleling Clackamette Drive, and terminates at manhole ssMH-002570. Manhole ssMH-002570 is part of the Willamette Interceptor, is owned and maintained by WES and will continue to be operated by WES indefinitely.

Exhibit B

ASSET MAPS

Exhibit B



- GENERAL NOTES**
- THIS DRAWING HIGHLIGHTS IN YELLOW THE FOUR ASSETS IN QUESTION, TWO SANITARY SEWER MANHOLES AND TWO LENGTHS OF SANITARY SEWER PIPE.
 - ASSET INFORMATION GATHERED FROM WES MAPS (<https://web.clackamas.us/maps/wesmaps>) AND OCWEBMAPS (<https://www.ocwebmaps.org/maps/ocwebmaps>) ON 08 FEB 2021
 - RECORD DRAWING INFORMATION TAKEN FROM SHEET WR7 OF THE FEB 1984 TRI-CITY SERVICE DISTRICT (NOW CLACKAMAS WATER ENVIRONMENT SERVICES (WES)) PRODUCT: WILLAMETTE INTERCEPTOR 1A, OUTFALL, OREGON CITY INTERCEPTOR

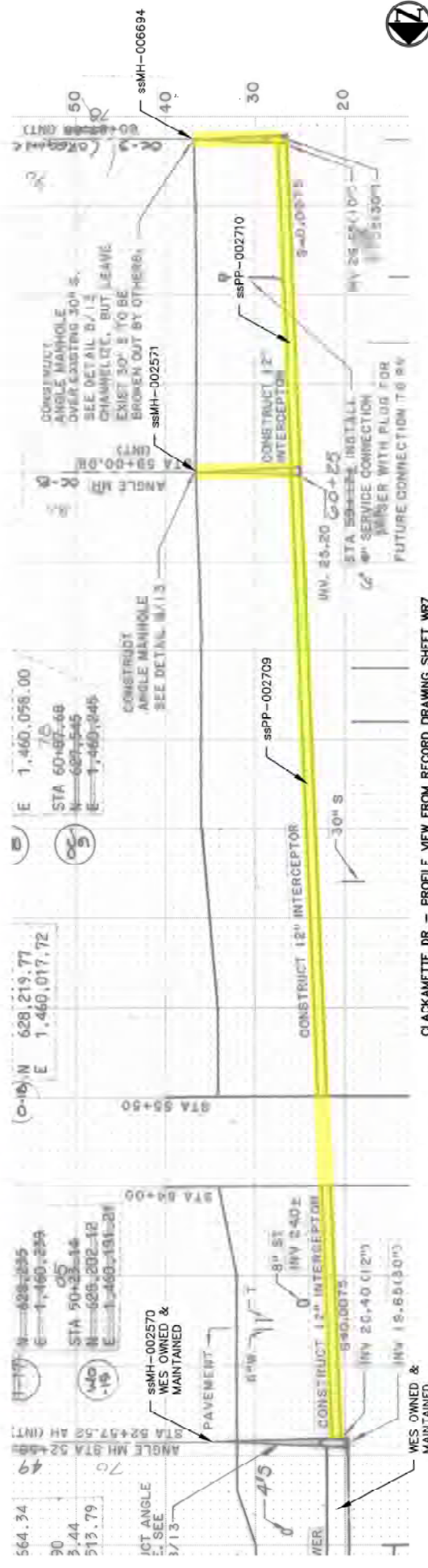
STANDARD 48" CONCRETE SANITARY SEWER MANHOLE
 BUILT: 1984
 DEPTH: 10.5 FT
 WES LUCITY ID: ssMH-008694
 OREGON CITY MANHOLE #: 10019

STANDARD REINFORCED CONCRETE SANITARY SEWER PIPE
 DIAMETER: 12"
 BUILT: 1984
 LENGTH: APPROX. 633 FT
 WES LUCITY ID: ssPP-002709
 OREGON CITY PIPE NUMBER: 403119

STANDARD REINFORCED CONCRETE SANITARY SEWER PIPE
 BUILT: 1984
 LENGTH: APPROX. 185 FT
 WES LUCITY ID: ssPP-002710
 OREGON CITY PIPE NUMBER: 400502

STANDARD 48" CONCRETE SANITARY SEWER MANHOLE
 BUILT: 1984
 DEPTH: 11.6 FT
 WES LUCITY ID: ssMH-002571
 OREGON CITY MANHOLE #: 1002B

CLACKAMETTE DRIVE - SATELLITE IMAGE CIRCA 2018



CLACKAMETTE DR - PROFILE VIEW FROM RECORD DRAWING SHEET WR7

NO.	DATE BY	REVISIONS	DESIGNED BY:	DRAWN BY:	DRAWING NO.
			CHECKED BY:	SCALE:	
			DATE:	PROJECT NO.:	SHEET NO.
					1 of 1










IGA Sanitary Sewer Asset Ownership Transfer

Final Audit Report

2021-08-05

Created:	2021-08-05
By:	Lauren Haney (LHaney@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAArB4ezigAp2NvoJPz9OXnlbXPcbLy36Ob

"IGA Sanitary Sewer Asset Ownership Transfer" History

-  Document created by Lauren Haney (LHaney@clackamas.us)
2021-08-05 - 4:49:01 PM GMT- IP address: 174.204.214.40
-  Document emailed to Greg Geist (ggeist@clackamas.us) for signature
2021-08-05 - 4:49:57 PM GMT
-  Email viewed by Greg Geist (ggeist@clackamas.us)
2021-08-05 - 4:57:18 PM GMT- IP address: 45.41.142.228
-  Document e-signed by Greg Geist (ggeist@clackamas.us)
Signature Date: 2021-08-05 - 4:58:23 PM GMT - Time Source: server- IP address: 198.245.132.3
-  Agreement completed.
2021-08-05 - 4:58:23 PM GMT



August 19, 2021

Water Environment Services Board
 Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Water Environment Services and the Clackamas River Water Providers for Clackamas River Watershed Activities

Purpose/Outcomes	Board approval of this Intergovernmental agreement will allow Water Environment Services ("WES") and the Clackamas River Water Providers ("CRWP") to continue joint-funding of the following mutually beneficial Clackamas River watershed activities: a) spill prevention and spill response planning, b) watershed studies and monitoring of water quality and river flow, and c) watershed health public education and outreach.
Dollar Amount and Fiscal Impact	The IGA authorizes up to \$10,000 per fiscal year, with a total not to exceed amount of \$50,000. Funding for fiscal year 2021-2022 is in the proposed WES budget.
Funding Source	WES Surface Water Operating Fund. No General Funds are impacted.
Duration	The IGA expires on June 30, 2026, with an option for two extensions of one year each.
Previous Board Action/Review	Presented to the Board at Issues on August 17, 2021.
Counsel Review	The IGA was approved by Counsel on July 20, 2021.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Supports the WES strategic result that streams within WES' jurisdiction meet or exceed water quality standards. 2. Supports the Board's Strategic Priorities to Build a Strong Infrastructure, and Honor, Utilize, Promote and Invest in our Natural Resources
Contact Person	Ron Wierenga, Environmental Services Manager, 503-742-4581
Contract No.	N/A

BACKGROUND:

The Clackamas River Water Providers (CWRP) is an intergovernmental entity which was created in 2007 under ORS Chapter 190 that represents the Cities of Estacada, Gladstone, Lake Oswego, and Tigard, the Clackamas River Water District, the Oak Lodge Water Services District, the South Fork Water Board (serving the cities of Oregon City and West Linn), and the Sunrise Water Authority (serving a large unincorporated area and the Cities of Damascus and Happy Valley). The CRWP was created to coordinate efforts regarding water resource planning, management, conservation and development of the waters of the Clackamas River on a sustainable basis; to fund and manage water conservation programs and public outreach and education programs which reduce water pollution; to fund, manage, and/or support innovative efforts to reduce levels of pollution in the watershed; to monitor water quality and flow; and to fund administrative staff to implement CRWP activities and programs.

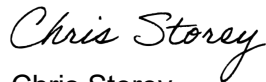
In partnership with the CRWP, Water Environment Services (WES) has been jointly funding successful projects and programs through Board-approved agreements since 2000, and WES wishes to continue to jointly fund the following types of Clackamas River Watershed Activities which are beneficial to watershed health and water quality: a) spill prevention and spill response planning, b) watershed studies and monitoring of water quality and flow, and c) watershed health public education and outreach.

These activities also support WES and Clackamas County's compliance with state and federal water pollution regulations, including implementation of the Municipal Separate Storm Sewer System (MS4) Permit and water quality actions in the Willamette River Total Maximum Daily Load (TMDL) Implementation Plan.

RECOMMENDATION:

WES staff recommends the Board, acting as the governing body of Water Environment Services, approve the Intergovernmental Agreement between Water Environment Services and the Clackamas River Water Providers for Clackamas River Watershed Activities.

Respectfully submitted,



Chris Storey
Assistant Director, Water Environment Services

Attachments: Intergovernmental Agreement between Water Environment Services and Clackamas River Water Providers.

INTERGOVERNMENTAL AGREEMENT BETWEEN WATER ENVIRONMENT SERVICES AND CLACKAMAS RIVER WATER PROVIDERS

THIS AGREEMENT (this "Agreement") is entered into and between **Water Environment Services** ("District"), an intergovernmental entity formed under ORS Chapter 190, and **Clackamas River Water Providers** ("Agency"), an intergovernmental entity formed under ORS Chapter 190, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

The Agency is an intergovernmental entity created in 2007, which represents the cities of Estacada, Gladstone, Lake Oswego, and Tigard, the Clackamas River Water District, the Oak Lodge Water Services District, the South Fork Water Board (serving the cities of Oregon City and West Linn), and the Sunrise Water Authority (serving a large unincorporated area and the cities of Damascus and Happy Valley). The Agency was created to coordinate efforts regarding water resource planning, management, conservation and development of the waters of the Clackamas River on a sustainable basis; to fund and manage water conservation programs and public outreach and education programs that reduce water pollution; to fund, manage, and/or support innovative efforts to reduce levels of pollution in the watershed; to monitor water quality and flow; and to fund administrative staff to implement Agency activities and programs.

In partnership with the Agency, District has been jointly funding successful projects and programs through Board-approved agreements since 2000, and District wishes to continue to jointly fund the following types of Clackamas River Watershed Activities, which are beneficial to watershed health and water quality: a) spill prevention and spill response planning, b) watershed studies and monitoring of water quality and flow, and c) watershed health public education and outreach.

These activities also support District and Clackamas County's compliance with state and federal water pollution regulations, including implementation of the Municipal Separate Storm Sewer System ("MS4") Permit and water quality actions in the Willamette River Total Maximum Daily Load ("TMDL") Implementation Plan.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution by both Parties and shall expire on **June 30, 2026**, with the option for two, one-year renewals upon agreement of the Parties in writing.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").

3. **Consideration.** The District agrees to pay Agency, from available and authorized funds, a sum not to exceed **Fifty Thousand Dollars (\$50,000)** for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit annual invoices for Work performed. Payments shall be made to Agency following the District's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the District will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to District that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
 - B. *District Representations and Warranties:* District represents and warrants to Agency that District has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of District enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
6. **Termination.**
 - A. Either the District or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
 - B. Either the District or the Agency 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 begins 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. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
 - C. The District or the Agency 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.
 - D. The District may terminate this Agreement in the event the District fails to receive expenditure authority sufficient to allow the District, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way

that either the Project under this Agreement is prohibited or the District is prohibited from paying for such work from the planned funding source.

E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. **Indemnification.** Agency shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Agency, its subcontractors, agents, or employees. The Agency agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Agency or the Agency's employees, subcontractors, or agents.

However, neither Agency nor any attorney engaged by Agency shall defend the claim in the name of District or Clackamas County ("County"), nor purport to act as legal representative of District or County, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for District or County, nor shall Agency settle any claim on behalf of District or County without the approval of the Clackamas County Counsel's Office. District or County may, at their election and expense, assume their own defense and settlement.

8. **Insurance.** The Agency agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, Agency shall provide documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.

9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. 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.

A. Ron Wierenga or their designee will act as liaison for the District.

Contact Information:

Ron Wierenga, Environmental Services Manager
Water Environment Services
150 Beaver Creek Road
Oregon City, OR 97045
503-742-4581
rwierenga@clackamas.us

- B. Kim Swan or their designee will act as liaison for the Agency.

Contact Information:

Kim Swan, Water Resource Manager
Clackamas River Water Providers
14275 S. Clackamas River Drive
Oregon City, OR 97045
(503) 723-3510
kims@clackamasproviders.org

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon, and the ordinances of the District and Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between District and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly 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. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the District’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** Reserved.
- F. **Hazard Communication.** Reserved.
- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **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.
- I. **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.
- J. **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.
- K. **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.

- L. **No Third-Party Beneficiary.** Agency and District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- M. **Assignment.** Agency shall not assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District's sole discretion.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **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.
- Q. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither Agency nor District shall be held responsible for delay or default caused by events outside of the Agency or District's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** Reserved.
- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

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

Water Environment Services

Clackamas River Water Providers



Authorized Signatory Todd Heidgerken

Chair

7-26-2021

Exhibit A

**Scope of Work for WES-CRWP IGA
Fiscal Years 2021-22 through 2025-2026**

The Clackamas River Water Providers (“CRWP”) and Clackamas Water Environment Services (“WES”) are both committed to assisting with the cooperative management of water resources in the Clackamas River watershed. By participating with the CRWP on various water quality protection, monitoring, and educational activities, WES' ratepayers and the Clackamas River watershed will both benefit. Working together, the CRWP and WES can leverage their limited resources, provide consistent messaging to citizens, and avoid duplicating efforts. The CRWP currently implements a number of programs that WES has identified that also meet programmatic needs in WES' Surface Water Management (“SWM”) service area. These are outlined below. In recognition of this work, WES will contribute \$10,000 annually to support and ensure the continuation of these efforts.

WES acknowledges that these funds support a portion of larger CRWP watershed programs, and therefore will not be earmarked for specific projects.

This Scope of Work has multiple tasks:

Task #	Program/Project	WES' Annual Contribution
Task 1	<i>Spill Prevention and Spill Response Planning, including but not limited to:</i> <ul style="list-style-type: none">• Implementation of the Clackamas River watershed's Geographic Response Plan (GRP)• Emergency preparedness and response planning• Spill Response Notification: Advocate for improvements to the existing spill response notification system	\$2,500
Task 2	<i>Watershed Studies and Monitoring, including but not limited to:</i> <ul style="list-style-type: none">• Continuous monitoring of the Clackamas River's water quality & flow by the U.S. Geological Survey• Watershed characterization including riparian area assessments and prioritization• Water quality and biological monitoring	\$6,000
Task 3	<i>Watershed Health Public Education & Outreach, including but not limited to:</i> <ul style="list-style-type: none">• Watershed lessons provided to children in school classrooms	\$1,500

	<ul style="list-style-type: none"> • Printing and distribution of material that provides information to home and business owners about protecting water quality 	
	Total Annual Cost to WES	\$10,000