

# AGENDA

# Revised

Added C.1, III.1

**Thursday, May 13, 2021 - 6:00 PM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2021-25

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**\*\*\*Wild Fire Updates**

**\*\*\*COVID Updates**

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

1. Proclamation of May 15, 2021, as Peace Officer's Memorial Day in Clackamas County. (Sheriff Angela Brandenburg, Clackamas County Sheriff's Office)

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

**A. Health, Housing & Human Services**

1. Approval to Apply to Funding Opportunity HRSA-21-093 with Health Resources and Services Administration (HRSA) for Health Center Program Expansion – School-Based Services Sites. The maximum agreement value is \$400,000 with funds through the Health Resource and Services Administration, no general funds are involved. – Health Centers
2. Approval for Amendment #10 to Agreement #7462 a Revenue Agreement with CareOregon for Delegated Credentialing Processes. This is a revenue agreement, no general funds are involved. - Health Centers
3. Approval of Amendment #5, to Intergovernmental Subrecipient Agreement with City of Gladstone – Gladstone Senior Center to Provide Social Services for Clackamas County Residents. This amendment adds \$6,176 for a maximum value of \$60,713 and is funded through the older American act and ride connection pass through funds, no general funds are involved. – Social Services
4. Approval of Amendment #5, to Intergovernmental Subrecipient Agreement with City of Oregon City - Pioneer Community Center to Provide Social Services for Clackamas County Residents. This amendment adds \$34,531 with a maximum total of \$212,516 and is funded through the older American act and ride connection pass through funds, no general funds are involved - Social Services

5. Approval of Amendment #5, to Intergovernmental Subrecipient Agreement with Friends of the Estacada Community Center to Provide Social Services for Clackamas County Residents. This amendment adds \$47,410 for a maximum total of \$152,049 and is funded through the older American act and ride connection pass through funds, no general funds are involved - Social Services
6. Approval of Amendment #5, to Agency Subrecipient Agreement with Foothills Community Church/Molalla Adult Community Center to Provide Social Services for Clackamas County Residents. This amendment adds \$31,564 for a maximum of \$165,629 and is funded through the older American act and ride connection pass through funds, no general funds are involved - Social Services
7. Approval of Amendment #5, to Agency Subrecipient Agreement with Hoodland Senior Center to Provide Social Services for Clackamas County Residents. This amendment adds \$841 for a maximum total of \$83,132 and is funded through the older American act and ride connection pass through funds, no general funds are involved - Social Services

**B. Department of Transportation & Development**

1. Department of Transportation (ODOT) for the Transit Development Plan- ODOT is directly contracting with the project consultant for the \$175,200 grant award. County staff time to assist in project completion has been through an in-kind match of \$23,891 funded by STIF funds. No match required.
2. Board Order \_\_\_\_\_ Adopting the Vacation of Midway Street- Application and processing fee received- Revenue only. No general funds are involved.
3. Board Order \_\_\_\_\_ Adopting the Vacation of a Portion of Shafford Street- Application and processing fee received- Revenue only. No general funds are involved.
4. Approval of an Oregon Department of Transportation Flexible Services Agreement- No fiscal impact unless there is a need to share transportation related equipment and materials, which will be charged at providers invoice cost or at the providers rates used for internal financial management of personnel and equipment; funding if needed through the Road Fund.

**\*C. Business and Community Services**

- \*1. Approval of a Purchase and Sale Agreement between the North Clackamas Parks and Recreation District (NCPRD) and Brolin Co., LLC. This will cost \$31,631 plus closing costs, with funding through Business and Community Services Dept. (BCS) and NCPRD funds.

**\*III. NORTH CLACKAMAS PARKS AND RECREATION DISTRICT CONSENT AGENDA**

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

- \*1. Approval of a Purchase and Sale Agreement between the North Clackamas Parks and Recreation District (NCPRD) and Brolin Co., LLC. This will cost \$31,631 plus closing costs, with funding through Business and Community Services Dept. (BCS) and NCPRD funds.



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

1. Approval of a Contract with Michels Corporation for the Collection System Rehab Project. Contract Value \$679,966.00. Funding is available and has been budgeted for this work in fiscal years 2020-21 and 2021-22. No County General Funds are involved.
2. Approval of Contract between Water Environment Services and JGEA Mechanical Equipment US, Inc, for the Services Agreement for the Watermaster 6000 Centrifuges. Total Contract Value of \$250,000.
3. Approval of Contract between Water Environment Services and Unison, Inc. for Digester gas conditioning media. \$200,000 annually with a Total Contract Value of \$1,000,000 – Procurement

**V. 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.)*

**VI. COUNTY ADMINISTRATOR UPDATE**

**VII. 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>**



# Clackamas County Sheriff's Office

ANGELA BRANDENBURG  
Sheriff

May 4, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Proclamation of May 15, 2021, as  
Peace Officer's Memorial Day in Clackamas County

<b>Purpose/Outcomes</b>	Recognize the peace officers who put their lives on the line daily to protect others and property in Clackamas County.
<b>Fiscal Impact</b>	No fiscal impact
<b>Contact Person</b>	Angela Brandenburg, Clackamas County Sheriff, 503-785-5022

**BACKGROUND:**

In 1962 President John F. Kenney signed a federal proclamation designating May 15<sup>th</sup> as Peace Officer's Memorial Day. Still recognized today by Congress and the President of the United States every year, the federal government honors the sacrifices peace officers make every day.

Approximately 900,000 peace officers serve across the United States, including the dedicated men and women of the Clackamas County Sheriff's Office, Canby Police Department, Gladstone Police Department, Happy Valley Police, Lake Oswego Police Department, Milwaukie Police Department, Molalla Police Department, Oregon City Police Department, Sandy Police Department, West Linn Police Department and Wilsonville Police.

Nearly 60,000 peace officers report being assaulted each year, and approximately 16,000 of those result in injury. In 2020, 264 peace officers across the United States died in the line of duty. Historically, Oregon has lost 189 peace officers in the line of duty, seven of those being in Clackamas County. The sacrifice of these officers, and their families, should never be forgotten.

**RECOMMENDATION:**

Clackamas County Sheriff's Office recommends the Board approve the attached proclamation recognizing and honoring the important work and sacrifices that peace officers make to protect the lives, wellbeing and properties of those they serve.

Respectfully submitted,

Angela Brandenburg,  
Sheriff



## **Proclaiming May 15, 2021 as Peace Officer's Memorial Day in Clackamas County**

**Whereas**, peace officers from federal, state, military, tribal, and local law enforcement agencies serve their communities daily by safeguarding life and property, protecting vulnerable people, maintaining peace and order, assisting community members in distress, and numerous other responsibilities; and

**Whereas**, approximately 900,000 peace officers serve in communities across the United States, including the dedicated employees of the Clackamas County Sheriff's Office, Canby Police Department, Gladstone Police Department, Happy Valley Police, Lake Oswego Police Department, Milwaukie Police Department, Molalla Police Department, Oregon City Police Department, Sandy Police Department, West Linn Police Department and Wilsonville Police; and

**Whereas**, peace officers put their lives on the line daily to protect lives and property in the communities they serve, with nearly 60,000 assaults against peace officers reported each year, resulting in approximately 16,000 injuries, and 264 peace officers across the United States dying in the line of duty in 2020; and

**Whereas**, peace officers in Clackamas County are committed to building partnerships with residents and business owners to collaboratively solve local concerns, maintain community trust, and proactively address livability and public safety issues such as drug and human trafficking, child abuse and neglect, violent crime, property crimes; and

**Whereas**, Congress and the President of the United States have designated May 15th as Peace Officer's Memorial Day, and the week in which May 15th falls as National Police Week; and

**Now, therefore**, the Clackamas County Board of Commissioners does hereby Proclaim May 15, 2021 as Peace Officer's Memorial Day in Clackamas County and encourages residents to recognize the dedication and daily sacrifice of law enforcement personnel.

**Dated** this 13th day of May, 2021

### **CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

Tootie Smith  
Chair

Sonya Fischer  
Commissioner

Martha Schrader  
Commissioner

Paul Savas  
Commissioner

Mark Shull  
Commissioner

May 13, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to Apply to Funding Opportunity HRSA-21-093 with Health Resources and Services Administration (HRSA) for Health Center Program Expansion – School-Based Services Sites

<b>Purpose/Outcomes</b>	To expand access to health center services by increasing the number of patients who access comprehensive primary health care services through Health Center Program award recipients' service delivery sites located at schools. Health Centers Division intend to utilize funds to establish two new SBHC in the North Clackamas School District.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement value is \$400,000.
<b>Funding Source</b>	Health Resource and Services Administration (HRSA). No County General Funds are involved.
<b>Duration</b>	Effective September 1, 2021 and terminates on August 31, 2023
<b>Previous Board Action</b>	No Previous Board Actions have been taken.
<b>Strategic Plan Alignment</b>	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	1. Not required, application only
<b>Procurement Review</b>	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a direct procurement of a grant.
<b>Contact Person</b>	Deborah Cockrell, Health Center Director – 503-742-5495
<b>Contract No.</b>	10120

**BACKGROUND:**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval to apply to funding opportunity HRSA-21-093 issued by the Health Resources and Services Administration (HRSA). Health Centers will open two new SBHCs and expand comprehensive medical, dental, behavioral health and substance abuse treatment to low-income and underserved residents of North Clackamas School District. The sites are located at Clackamas High School and Adrienne C. Nelson High School.

This funding opportunity has a maximum value of \$400,000. It is effective September 1, 2021 and terminates on August 31, 2023.

**RECOMMENDATION:**

Staff recommends approval of this agreement and authorizes the Director of Health, Housing and Human Services to sign this agreement.

Respectfully submitted,

*Mary Rumbaugh for*

*Rodney A. Cook*

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

# 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:

H3S-Health Centers Division

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:

Fiscal Year 2021 School-Based Service Sites

Funding Source:  Federal  State  Local

Requestor Information (Name of staff person initiating form):

Jennifer Stone

Requestor Contact Information:

JStone@clarkamas.us; 503-742-5967

Department Fiscal Representative:

Sarah Jacobson

Program Name or Number (please specify):

Pediatric Clinics

Brief Description of Project:

Fiscal year (FY) 2021 School-Based Service Sites (SBSS) funding is available for Health Center Program award recipients on a competitive basis. SBSS funding will expand access to health center services by increasing the number of patients who access comprehensive primary health care services through Health Center Program service delivery sites located at schools. Health centers will accomplish this by:

\*adding new Health Center Program service delivery sites at schools, or

\*expanding comprehensive primary health care services at existing Health Center Program service delivery sites located at schools.

Name of Funding Agency:

HRSA (Health Resources & Services Administration)

Agency's Web Address for funding agency Guidelines and Contact Information:

<https://bphc.hrsa.gov/program-opportunities/school-based-service-expansion>

OR

Application Packet Attached:  Yes  No

Completed By:

Jennifer Stone

3.4.2021

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:

93.527

Funding Agency Award Notification Date:

HRSA/ On or around the start date of 9/1/2021

Announcement Date:

2/19/2021

Announcement/Opportunity #:

HRSA-21-093

Grant Category/Title:

Health Center Program Service Expansion

Max Award Value:

\$400,000.00

Allows Indirect/Rate:

Yes/NA

Match Requirement:

No

Application Deadline:

3/22/2021

Other Deadlines:

Phase 2 Application: 4/20/2021

Award Start Date:

9/1/2021

Other Deadline Description:

Award End Date:

8/31/2023

Completed By:

Jennifer Stone

Program Income Requirement:

All program income generated as a result of award

Pre-Application Meeting Schedule:

3/4/2021

**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?

This funding opportunity supports the opening of two new school based health centers which will treat the vulnerable pediatric population within the schools. Clackamas Health Centers will act as the medical sponsor for the two new clinics.

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

None.

3. What are the objectives of this funding opportunity? How will we meet these objectives?

The objective of this funding opportunity is to open two new school based health centers. We will meet this objective by hiring pediatric focused staff to meet the needs of the vulnerable pediatric population they will be serving.

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

The two new school based health centers will fall under the Gladstone and School based Health Centers MFR 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?

No, staff will be hired to meet the capacity needs.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

Yes, Health Center's partners with the school district. The school district provides the space at each school for the Health Centers staff to provide services as the school based health center sponsor.

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.)?

N/A

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.)?

No it will not create a new MFR program. We will expect the program to continue on after the funding ends. The program will be funded by revenue generated from services provided.

**Collaboration**

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

N/A

**Reporting Requirements**

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

Semi-Annual Progress Report and a Non-Competing Continuation Progress Report which triggers year 2 funding (dependent upon congressional appropriation, satisfactory recipient performance, and a determination that continued funding would be in the best interest of the Federal Government).

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?

The performance will be evaluated based on new clients served and outcomes achieved based on metrics. The data source will be our electronic health record, EPIC.

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

Non-Competing Continuation Progress Report

**Fiscal**

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

Yes the cost to administer the grant will be minimal.

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

Yes, staff will generate charges for services revenue in combination with the grant funding.

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.)?

N/A

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?

No, the grant/financial assistance does not cover indirect costs.

Program Approval:

Carol Kepp

4/14/2021

Carol Kepp

Digitally signed by Carol Kepp  
Date: 2021.04.14 16:05:41 -0700

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 WELI MGR \*\***



**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Deborah Cockrell	4/14/21	Deborah Cockrell
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>
<small>Digitally signed by Deborah Cockrell Date: 2021.04.14 16:28:31 -0700</small>		

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Mary Rumbaugh for Rodney A. Cook	4/15/2021	Mary Rumbaugh
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>
<small>Digitally signed by Mary Rumbaugh Date: 2021.04.15 12:04:05 -0700</small>		

<b>FINANCE ADMINISTRATION</b>		
Elizabeth Comfort	4.19.2021	Elizabeth Comfort
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>
<small>Digitally signed by Elizabeth Comfort Date: 2021.04.19 09:02:05 -0700</small>		

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)</b>		
N/A		
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

**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:**

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

**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.

May 13, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval for Amendment #10 to Agreement #7462 a Revenue Agreement with CareOregon for Delegated Credentialing Processes

<b>Purpose/Outcomes</b>	CareOregon provides Clackamas County Health Centers Division (CCHCD) reimbursement for services provided within the CCHCD Clinics.
<b>Dollar Amount and Fiscal Impact</b>	CCHCD is eligible to receive payment for services furnished to persons enrolled in OHP. This is a no maximum agreement.
<b>Funding Source</b>	No County funds. This is a revenue agreement with CareOregon.
<b>Duration</b>	June 1, 2021 – no expiration.
<b>Previous Board Action</b>	The Board last reviewed and approved this contract on February 25, 2021 Agenda item – A4: 022521-A4.
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
<b>Counsel Review</b>	1. April 6, 2021 2. KR
<b>Procurement Review</b>	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. Revenue contract, no procurement needed.
<b>Contact Person</b>	Deborah Cockrell, Health Center Director – 503-742-5495
<b>Contract No.</b>	7642_10

**BACKGROUND:**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Amendment #10 to agreement #7642 with CareOregon for the purpose of adding general requirements and credentialing delegation exhibits to the agreement.

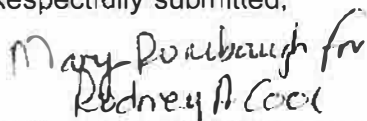
CareOregon currently credentials all licensed practitioners. CCHCD will be responsible for credentialing our own practitioners once this amendment is executed. CareOregon has made this change to create consistent delegated credentialing processes for all Medicaid lines of business.

This is a revenue contract for CCHCD. The total amount of the agreement is unknown because the number of authorized patients cannot be projected with certainty. No County General Funds are involved. The Amendment #10 is effective June 1, 2021 and will continue until terminated.

**RECOMMENDATION:**

Staff recommends approval of this amendment.

Respectfully submitted,



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

*Healthy Families. Strong Communities.*

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

Clackamas.us/h3s



# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 7642	<b>Division:</b> HC	<input type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Howard, Rebecca	<input checked="" type="checkbox"/> Revenue
	<b>Program Contact:</b> Cockrell, Deborah	<input checked="" type="checkbox"/> Amend # 10 \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, May 13, 2021

**CONTRACT WITH:** CareOregon, Inc.

**CONTRACT AMOUNT:** No Maximum

**TYPE OF CONTRACT**

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

**DATE RANGE**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Full Fiscal Year _____ - _____ | <input type="checkbox"/> 4 or 5 Year _____ - _____          |
| <input type="checkbox"/> Upon Signature _____ - _____              | <input type="checkbox"/> Biennium _____ - _____             |
| <input checked="" type="checkbox"/> Other 6/1/2021 - No Expiration | <input type="checkbox"/> Retroactive Request? _____ - _____ |

**INSURANCE** What insurance language is required?

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

Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

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

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

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

**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    Date Approved: Wednesday, April 7, 2021

OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** \_\_\_\_\_

Date: \_\_\_\_\_

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

	<b>New Agreement/Contract</b>
X	<b>Amendment/Change Order Original Number</b> _____

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Health Centers

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** CareOregon, Inc.

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_ **DATE:** 5/13/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** CCHCD will provide Primary Care, Dental, and Chemical Dependency Services to CareOregon's referred OHP patients.

Adds Exhibit I, General Requirements for CareOregon Subcontractors Performing health Plan Services and Exhibit I-1, Delegation of Credentialing

**H3S CONTRACT NUMBER:** 7642

**AMENDMENT #10**

To The

**CAREOREGON PROVIDER AGREEMENT**

Between

**CAREOREGON, INC.**

and

**CLACKAMAS COUNTY**

This is an Amendment to the CareOregon Provider Agreement (hereinafter referred to as "Agreement") that was effective June 1, 2016 between CareOregon, Inc. (herein referred to as "CareOregon") and Clackamas County (hereinafter referred to as "Provider").

CareOregon and Provider agree that the Agreement between the parties be amended as follows:

1. Exhibit I, General Requirements for CareOregon Subcontractors Performing Health Plan Services under the CCO Contract, is hereby added to this Agreement.
2. Exhibit I-1, Delegation of Credentialing, is hereby added to this Agreement

IN WITNESS WHEREOF, the parties have executed the terms of this Amendment to be effective on **June 1, 2021**. All other terms and conditions of the Agreement shall remain in full force and effect.

**CAREOREGON, INC.**

**CLACKAMAS COUNTY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Eric C. Hunter

Name: \_\_\_\_\_

Title: Chief Executive Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID: \_\_\_\_\_

**EXHIBIT I**  
**GENERAL REQUIREMENTS FOR CAREOREGON SUBCONTRACTORS**  
**PERFORMING HEALTH PLAN SERVICES UNDER THE CCO CONTRACT**

CareOregon serves Oregon’s Coordinated Care Organizations (“CCO” also referred to herein as “Contractor”) by providing certain health plan services under contracts with CCOs. All CCOs are a party to a standard agreement with the Oregon Health Authority (“OHA”) titled, “Oregon Health Plan, Health Plan Services Contract” and “Cover All Kids Health Plan Services Contract” intentionally referred to in the singular in this Exhibit as the “CCO Contract”. The CCO Contract applies to CareOregon as the primary subcontractor of a CCO. As a downstream subcontractor of CareOregon, Provider (“Subcontractor”) also agrees to provide its services pursuant to the CCO Contract.

**Subcontractor shall comply with the provisions in this Exhibit to the extent that they are applicable to the goods or services provided by Subcontractor under this Exhibit for Delegated CCO Health Plan Services (“Exhibit”); provided, however, that this Exhibit shall not terminate or limit Contractor’s legal responsibilities to OHA for the timely and effective performance of Contractor’s duties and responsibilities under the CCO Contract. Capitalized terms used in this Exhibit, but not otherwise defined in the Exhibit, shall have the same meaning as those terms in the CCO Contract, including definitions incorporated therein by reference. In the event of a conflict or inconsistency with any term or condition in the CareOregon Provider Agreement (“Agreement”), this Exhibit shall control.**

1. **Service Area and Enrollment Limits. For the purposes of this Exhibit, Subcontractors Service Area is all zip codes contained in the service areas of:**

Health Share of Oregon, Coordinated Care Organization

Columbia Pacific CCO, LLC, Coordinated Care Organization

Jackson Care Connect, Coordinated Care Organization

**Subcontractor agrees to provide services to all Members without an Enrollment Limit.**

2. **Interpretation and Administration of Exhibit. The parties acknowledge and agree that this Exhibit is subject to the terms and conditions of the Health Plan Services Contract and Cover All Kids Health Plan Services Contract (intentionally referred to in the singular as the “CCO Contract”) which is the standard agreement(s) used by the Oregon Health Authority (“OHA”) with all CCOs. As CareOregon contracts with multiple CCOs, the specific contract applicable to this Exhibit may be the CCO Contract between OHA and Health Share, and/or Columbia Pacific CCO, and/or Jackson County CCO, or another CCO if CareOregon enters into a subcontract with another CCO after the execution of this Exhibit. The parties shall interpret and administer this Exhibit in accordance with the CCO Contract, Section VI titled “Interpretation and Administration of Contract” which shall be incorporated herein by reference.**

**The parties further acknowledge and agree that in the event that any provision, clause or application of this Exhibit is ambiguous with respect to the delegation of CCO Contract provisions due to drafting, technical or similar issues, the parties shall interpret this Exhibit in a manner consistent with the original intention of the parties, to allow CareOregon to delegate duties and obligations to Subcontractor related to providing services that are Covered Services, as outlined in the attached scopes of work, to Members under the CCO Contract as CareOregon deems reasonably possible and appropriate in light of Subcontractor's mission and objectives.**

**3. Performance of Exhibit.** Subcontractor agrees to perform its duties and obligations under this Exhibit in accordance with the CCO Contract, applicable federal, state, and local laws, the terms and conditions of this Exhibit, and all applicable policies and procedures adopted by CareOregon. CareOregon will make best efforts to provide Subcontractor with copies of all such policies and procedures. If Subcontractor fails to comply with any provisions of this Exhibit or with CareOregon policies and procedures, CareOregon may terminate this Agreement or Exhibit as outlined in the Termination provisions in Article VII of the Agreement.

**4. Definitions**

Capitalized terms used in this Exhibit, but not otherwise defined in the Exhibit, shall have the same meaning as those terms in the CCO Contract, Exhibit A.

**5. Statements of Work.** Specific service level statements of work for Covered Services associated with these general requirements for delegated services under the CCO contract will be attached to this Exhibit.

**6. Payment Contingent on CCO Receiving Payment.** Under Exhibit B, Part 4, Section 12(d) of the CCO Contract, Subcontractor understands and agrees that if CareOregon is not paid or not eligible for payment by OHA for services provided because the applicable CCO is not paid, Subcontractor will not be paid or be eligible for payment by OHA.

**7. Key Deliverables**

**a. Reporting Requirements.** Subcontractor will assist in all applicable reporting requirements in the CCO Contract associated with the scope of the delegated health plan services being performed as outlined in the statement(s) of work. CareOregon will share these CCO Contract reporting requirements with Subcontractor as soon as reasonably possible so Subcontractor can adequately prepare to produce such reports. Additionally, Subcontractor will produce any additional reports as reasonably requested by CareOregon in order for it to carry out its oversight and monitoring duties.

**b. Financial Reporting Requirements.**



To the extent applicable to the scope(s) of work:

- i. Subcontractor shall follow and use Statutory Accounting Principles in the preparation of all financial statements and reports filed with CareOregon, unless CareOregon policies and procedures or written reporting instructions allow otherwise.
- ii. Subcontractor shall maintain sound financial management procedures and demonstrate to CareOregon through proof of financial responsibility that it is able to perform the work required under this Contract efficiently, effectively and economically and is able to comply with the requirements of this Contract.
- iii. Subcontractor shall cooperate with CareOregon to submit any information required for CareOregon to complete the reporting required under Exhibit L of the CCO Contract including but not limited to annual, quarterly, and audited financial statements as needed.

**c. BAA required for Delegated Health Plan Services.** The services provided under this Exhibit are being delivered on behalf of CareOregon because Subcontractor is performing on contractual obligations for health plan services. This is distinct from the actual delivery of health care services as outlined in other parts of this agreement. As a result, under this Exhibit Subcontractor is acting as the Business Associate of CareOregon and a Business Associate Agreement is required to be executed between the parties.

**d. Additional Actions Required Following Notice of Termination.** After providing notice of termination to CareOregon under Article VII of the CareOregon Provider Agreement, and to the extent applicable to the scope(s) of work, Subcontractor shall:

- i. Submit to CareOregon a Transition Plan detailing how Subcontractor will fulfill its continuing obligations under this Exhibit and identifying an individual (with contact information) as Subcontractor's transition coordinator. The Transition Plan is subject to approval by CareOregon. Subcontractor shall make revisions to the plan as requested by CareOregon. Failure to submit a Transition Plan and obtain written approval of the Transition Plan by CareOregon may result in CareOregon extending the termination date by the amount of time necessary in order for CareOregon to provide a Transition Plan or approve the Transition Plan submitted by Subcontractor. The Transition Plan shall include the prioritization of high-needs Members for care coordination and other Members requiring high level coordination.
- ii. Submit reports to CareOregon every thirty (30) calendar days, or as otherwise agreed upon in the Transition plan, detailing Subcontractor's progress in carrying out the Transition Plan. Subcontractor shall submit a final report to CareOregon describing how Subcontractor has fulfilled all its obligations under the Transition Plan including resolution of any outstanding responsibilities.

- iii. Maintain adequate staffing to perform all functions specified in this Exhibit.
  - iv. Cooperate with CareOregon to arrange for orderly and timely transfer of Members from coverage under this Exhibit to coverage under new arrangements authorized by CareOregon. Such actions of cooperation shall include but are not limited to Subcontractor continuing to provide care coordination until appropriate transfer of care can be arranged for those Members in a course of treatment for which change of Subcontractors could be harmful.
- e. **Continuity of Care.** The parties shall cooperate in ensuring the transition of the Members' care, and wrap-up of all duties and responsibilities, upon the termination or expiration of this Exhibit. Subcontractor shall ensure:
- i. Continuation of services to members for any period and Covered Service for which CareOregon has actually paid Compensation to Subcontractor;
  - ii. Orderly and reasonable transfer of member care in progress at the end of the Term, whether or not those members are hospitalized;
  - iii. Timely submission of information, reports and records, including encounter data, required to be provided to CareOregon and OHA relating to services provided.
  - iv. If Subcontractor continues to provide services to a member after the Term, CareOregon shall have no responsibility to pay for such services pursuant to this Exhibit.
- f. **External Quality Review.** Subcontractor shall to cooperate with CareOregon, the applicable CCO, and OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to Covered Services furnished under this Exhibit, pursuant to CCO Contract Exhibit B, Part 10, Section 8.
- g. **Monitoring and Delegation Oversight.** As a subcontractor of a health plan function, Subcontractor agrees is considered a Subcontractor under the CCO Contract and agrees to participate in CareOregon's required monitoring and delegation oversight activities as listed in Exhibit B, Part 4, Section 12 of the CCO Contract, including but not limited to:
- i. Ongoing oversight and monitoring of Subcontractor's compliance with the terms of this Exhibit.
  - ii. At least once per year, cooperating with CareOregon to produce a formal review of Subcontractor's performance under this Exhibit, referred to as the "Annual Subcontractor Performance Report" in the CCO Contract.
  - iii. The Annual Subcontractor Performance Report will include at minimum the following elements:
    - 1. An assessment of the quality of Subcontractor's performance of contracted Work;

2. Any complaints or Grievances filed in relation to Subcontractor's Work;
  3. Any late submission of reporting deliverables or incomplete data;
  4. Whether employees of the Subcontractor are screened and Monitored for federal exclusion from participation in Medicaid;
  5. The adequacy of Subcontractor's compliance functions including all Fraud, Waste, and Abuse policies and procedures required in Exhibit B, Part 9, Sections 11-18; and
  6. Any deficiencies that have been identified by OHA related to work performed by Subcontractor.
- iv. In the event CareOregon identifies any deficiencies or areas for improvement, CareOregon will require Subcontractor to implement a Corrective Action Plan to remedy such deficiencies.

**h. Program Integrity.**

- i. **Overview of OHA Monitoring and Compliance Review.** OHA is responsible for monitoring CCO compliance with the terms and conditions of the CCO Contract and all applicable laws. If after conducting an audit or other compliance review of the CCO and CareOregon, Subcontractor's compliance cannot be determined, or if OHA determines that the CCO, CareOregon, and/or Subcontractor has breached the terms or conditions of the CCO Contract, OHA may impose Sanctions on the CCO which will be applied to CareOregon and Subcontractor in so far as the Sanctions relate to work performed under this Exhibit. A larger explanation of OHA's authority and potential sanctions are contained in Exhibit B, Part 9.
  - ii. Exhibit B, Part 9, Sections 10-18 of the CCO Contract is delegated to Subcontractor. These sections require Subcontractor to develop and implement Fraud, Waste, and Abuse prevention policies and procedures that ensure compliance with 42 CFR Part 455, 42 CFR Part 438, Subpart H, and OAR 410-120-1510; and (ii) annually creating a plan for implementing its policies and procedures. It is a requirement of the CCO and CareOregon to ensure that Subcontractor, as a subcontractor, complies with the terms and conditions set forth in Exhibit B, Part 9, Sections 11-18. Oversight and monitoring of these requirements may be performed at regular intervals including but not limited to at minimum an annual Delegation Oversight review.
- i. **Privacy, Security and Retention of Records.** Exhibit B, Part 8, Section 2 of the CCO Contract is delegated to Subcontractor.
- j. **Participation in Health Equity Plan.** Pursuant to 2018 HB 4018B, CareOregon must work with the CCO(s) to develop and implement a Health Equity Plan designed to address the cultural, socioeconomic, racial, and regional disparities in

health care that exist among OHP members and the communities within the CCO(s) Service Area. In so far as the Health Equity Plan includes functions that Subcontractor is performing on behalf of CareOregon, Subcontractor will participate and contribute to the development and execution of the Health Equity Plan.

**8. CCO Subcontractor Requirements.** As a Subcontractor of CareOregon, under the CCO Contract, Subcontractor is required to comply with Exhibit B, Part 4, Section 12; Exhibit B, Part 9, Sections 11-18; Exhibit E, Required Federal Terms and Conditions in its entirety; Exhibit D, Section 20 which requires subcontracts to include Exhibit D, Sections 1, 2, 3, 4, 15, 16, 19, 20, 25, 31, 32, and 33.

**a. Subcontractor Requirements**

Subcontractor agrees to comply with the general Subcontractor Requirements listed in Exhibit B, Part 4, Section 12 of the CCO Contract which is summarized above in this Exhibit under Section 7(g), to the extent they apply to Subcontractor's scope of work under this Exhibit.

**b. Program Integrity Requirements**

Subcontractor agrees to comply with the Program Integrity requirements listed Exhibit B, Part 9, Sections 11-18 which is summarized above in this Exhibit under Section 7(h), to the extent they apply to Subcontractor's scope of work under this Exhibit.

**c. Required Federal Terms and Conditions**

Subcontractor agrees to comply with the federal requirements listed in the CCO Contract, Exhibit E to the extent they apply to Subcontractor's scope of work under this Exhibit.

**d. Governing Law, Consent to Jurisdiction (CCO Contract, Exhibit D, Section 1)**

This Exhibit 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, the "Claim") between OHA or any other agency or department of the State of Oregon, or both, and the CCO that implicates CareOregon and its downstream Subcontractors that arises from or relates to this Exhibit shall be brought and conducted solely and exclusively within the Circuit Court of Marion County or of Multnomah County for the State of Oregon; provided, however, (a) if federal jurisdiction exists then OHA may remove the Claim to federal court, and (b) if a Claim must be brought in or is removed to a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Subcontractor agrees that a suit brought by the State of Oregon can be in the jurisdiction of any court and it is entitled to any form of defense to or immunity from any Claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. SUBCONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**e. Compliance with Applicable Law (CCO Contract, Exhibit D, Section 2)**

- i. Subcontractor shall comply and cause all its Subcontractors to comply with all State and local laws, regulations, executive orders and ordinances applicable to the CCO Contract or to the performance of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309, Divisions 012, 014, 015, 018, 019, 022, 032 and 040, pertaining to the provisions of Behavioral Health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the CCO Contract and required by law to be so incorporated. OHA's performance under the CCO Contract is conditioned upon Subcontractor's compliance with the provisions of ORS 279B.220, ORS 279B.225, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein. Subcontractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
  - ii. In compliance with the Americans with Disabilities Act, any written material that is generated and provided by Contractor under this Contract to Clients or Members, including Medicaid-Eligible Individuals, shall, at the request of such Clients or Members, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. Subcontractor shall not be reimbursed for costs incurred in complying with this provision. Subcontractor shall cause all Subcontractors under this Contract to comply with the requirements of this provision.
  - iii. Subcontractor shall comply with the federal laws as set forth or incorporated, or both, in the CCO Contract and all other federal laws applicable to Subcontractor's performance under this Exhibit as they may be adopted, amended or repealed from time to time.
- f. Independent Contractor (CCO Contract, Exhibit D, Section 3)**
- i. Subcontractor is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
  - ii. If Subcontractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that Subcontractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS Chapter

244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Subcontractor currently performs work would prohibit Subcontractor's Work under this Contract. If compensation under this Exhibit is to be charged against federal funds, Subcontractor certifies that it is not currently employed by the federal government.

- iii. Subcontractor is responsible for all federal and State taxes applicable to compensation paid to Contractor under this Exhibit and, unless Subcontractor is subject to backup withholding, CareOregon will not withhold from such compensation any amounts to cover Subcontractor's federal or State tax obligations. Subcontractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Subcontractor under this Exhibit, except as a self-employed individual.
- iv. Subcontractor shall perform all Work as an Independent Contractor. CareOregon reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, CareOregon may not and will not control the means or manner of Subcontractor's performance. Subcontractor is responsible for determining the appropriate means and manner of performing the Work.

**g. Representations and Warranties (CCO Contract, Exhibit D, Section 4)**

- i. Subcontractor's Representations and Warranties. Subcontractor represents and warrants to CareOregon that:
  - 1. Subcontractor has the power and authority to enter into and perform this Exhibit;
  - 2. This Exhibit, when executed and delivered, shall be a valid and binding obligation of Subcontractor enforceable in accordance with its terms;
  - 3. Subcontractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Subcontractor 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 Subcontractor's industry, trade or profession;
  - 4. Subcontractor shall, at all times during the Term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; and
  - 5. Subcontractor prepared its Application related to this Exhibit, if any, independently from all other Subcontractors, and without collusion, Fraud, or other dishonesty.
- ii. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**h. Access to Records and Facilities; Records Retention; Information Sharing (CCO Contract, Exhibit D, Section 15)**

- i. Subcontractor shall maintain, and require its Subcontractors and Participating Providers to maintain, all financial records relating to this Contract in accordance with best practices or National Association of Insurance Commissioners accounting standards. In addition, Subcontractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subcontractor, whether in paper, electronic or other form, that are pertinent to this Exhibit, in such a manner as to clearly document Subcontractor's performance. All Clinical Records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subcontractor whether in paper, electronic or any other form, that are pertinent to this Contract, are collectively referred to as "Records." Subcontractor acknowledges and agrees that CareOregon, OHA, CMS, the Oregon Secretary of State, DHHS, the Office of the Inspector General, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives shall have access to all Subcontractor, Participating Provider, and Subcontractor Records for the purpose of performing examinations and audits and make excerpts and transcripts, evaluating compliance with this Exhibit, and to evaluate the quality, appropriateness and timeliness of services. Subcontractor further acknowledges and agrees that the foregoing entities may, at any time, inspect the premises, physical facilities, computer systems, and any other equipment and facilities where Medicaid-related activities or Work is conducted or equipment is used (or both conducted and used).
  1. The right to audit under this section exists for 10 years from, as applicable, the Expiration Date or the date of termination, or from the date of completion of any audit, whichever is later.
  2. Subcontractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Subcontractor's personnel and the personnel of any downstream Subcontractors for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period, but shall last as long as the records are retained.
- ii. Subcontractor shall retain and keep accessible all Records for the longer of ten years or:
  1. The retention period specified in the CCO Contract for certain kinds of records;
  2. The period as may be required by Applicable Law, including the records retention schedules set forth in OAR Chapters 410 and 166; or
  3. Until the conclusion of any audit, controversy or litigation arising out of or related to this Exhibit.

iii. In accordance with Oregon Enrolled Senate Bill 1041 (2019), Section 54c, OHA has the right to provide the Oregon Department of Consumer and Business Affairs with information reported to OHA by CareOregon and its Subcontractors provided that OHA and DCBS have entered into information sharing agreements that govern the disclosure of such information

**i. Information Privacy/Security/Access (CCO Contract, Exhibit D, Section 16)**

If the Work performed under this Contract requires Subcontractor or, when allowed, its downstream Subcontractor(s), to have access to or use of any OHA's computer system or other OHA Information Asset for which OHA imposes security requirements, and CareOregon grants Subcontractor access to such CareOregon assigned OHA Information Assets or Network and Information Systems, Subcontractor shall comply and require any downstream Subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through 943-014-0320, 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 943-014-0305, as such rule may be revised from time to time.

**j. Assignment of Contract, Successors in Interest (CCO Contract, Exhibit D, Section 19)**

- i. Subcontractor shall not assign or transfer its interest in this Exhibit, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of CareOregon. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA or CareOregon may deem necessary, including but not limited to Exhibit B, Part 8, Section 14. No approval by CareOregon of any assignment or transfer of interest shall be deemed to create any obligation of CareOregon in addition to those set forth in the Contract.
- ii. The provisions of this Exhibit shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

**k. Subcontracts (CCO Contract, Exhibit D, Section 20)**

In addition to all of the other provisions OHA requires under the CCO Contract, including, without limitation, information required to be reported under Ex. B, Part 4 of this Contract, and any other information OHA or CareOregon may request from time to time, Subcontractor shall include in any permitted downstream Subcontract under this Exhibit provisions to ensure that OHA will receive the benefit of Subcontractor performance as if the Subcontractor were the CCO with respect to Sections 1, 2, 3, 4, 15, 16, 19, 20, 25, and 31-33 of this Exhibit D. OHA and/or CareOregon's consent to any downstream Subcontract shall not relieve Subcontractor of any of its duties or obligations under this Exhibit.

**l. Survival (CCO Contract, Exhibit D, Section 25)**

All rights and obligations cease upon termination or expiration of this Exhibit, except for the rights and obligations, and declarations which expressly or by their nature survive termination of this Exhibit, including without limitation the



following Sections or provisions set for the below in this section. Without limiting the forgoing or anything else in this Exhibit, in no event shall the CCO Contract expiration or termination extinguish or prejudice OHA and/or CareOregon's right to enforce the CCO Contract and/or this Exhibit with respect to any default by Subcontractor that has not been cured.

- i. CCO Contract Exhibit A, Definitions
- ii. CCO Contract General Provisions: Sections V and VI
- iii. CCO Contract Exhibit B, Part 10: Section 3
- iv. CCO Contract Exhibit D: Sections 1, 4 through 13, 15 through 17, 19 through 30, 32.
- v. CCO Contract Exhibit. E: Section 6, HIPAA Compliance (but excluding paragraph d) shall survive termination for as long as Subcontractor holds, stores, or otherwise preserves Individually Identifiable Health Information of Members or for a longer period if required under the CCO Contract Section 12 of this Exhibit D.
- vi. Special Terms and Conditions:

In addition to any other provisions of this Exhibit that by their context are meant to survive expiration or termination, the following special terms and conditions survive expiration or termination, for a period of two (2) years unless a longer period is set forth in this Exhibit, and as long as the scopes of work include functions or operations that implicate the below items:

1. Claims Data

- a. The submission of all Encounter Data for services rendered to Subcontractor's Members during contracted period;
- b. Certification that Subcontractor attests that the submitted encounter claims are complete, truthful and accurate to the best knowledge and belief of the Subcontractor's authorized representative, subject to False Claims Act liability;
- c. Adjustments to encounter claims in the event Subcontractor receives payment from a Member's Third Party Liability or Third Party recovery; and
- d. Adjustments to encounter claims in the event Subcontractor recovers any Provider Overpayment from a Provider.

2. Financial Reporting

- a. Quarterly financial statements as defined in Exhibit L;
- b. Audited annual financial statements as defined in Exhibit L;
- c. Submission of details related to ongoing Third Party Liability and Third Party recovery activities by Subcontractors or its downstream Subcontractors;
- d. Submission of any and all financial information related to the calculation of Subcontractor's MMLR; and
- e. Data related to the calculation of quality and performance metrics.

3. Operations

- a. Point of contact for operations while transitioning;
  - b. Claims processing;
  - c. Provider and Member Grievances and Appeals; and
  - d. Implementation of and any necessary modifications to the Transition Plan.
4. Corporate Governance
- a. Oversight by Governing Board and Community Advisory Council;
  - b. Not initiating voluntary bankruptcy, liquidation, or dissolution;
  - c. Maintenance of all licenses, certifications, and registrations necessary to do business as a Subcontractor of a CCO in Oregon; and
  - d. Responding to subpoenas, investigations, and governmental inquiries.
5. Financial Obligations
- The following requirements survive Exhibit expiration or termination indefinitely:
- a. Reconciliation of Risk Corridor Payments;
  - b. Reconciliation and right of setoffs;
  - c. Recoupment of MMLR Rebates;
  - d. Reconciliation of prescription drug rebates;
  - e. Recoupment of capitation paid for Members deemed ineligible or who were enrolled into an incorrect benefit category; and
  - f. Recoupment (by means of setoff or otherwise) of any identified Overpayment.
6. Sanctions and Liquidated Damages
- a. Exhibit expiration or termination does not limit OHA's ability to impose Sanction or Liquidated Damages for the failures or acts (or both) of the CCO and its downstream Subcontractors as set out in Exhibit B, Part 9 of the CCO Contract.
  - b. The decision to impose a Sanction or Liquidated Damages does not prevent OHA from imposing additional Sanctions against CCO and its downstream Subcontractors at a later date.

Sanctions imposed on the CCO and its downstream Subcontractors after Contract expiration or termination will be reported to CMS according to the requirements set out in the CCO Contract, Exhibit B, Part 9.

**m. Equal Access (CCO Contract, Exhibit D, Section 31)**

Subcontractor shall provide equal access to Covered Services for both male and female Members under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.

**n. Media Disclosure** (CCO Contract, Exhibit D, Section 32)

Subcontractor shall not provide information to the media regarding a recipient of services under this Exhibit without first consulting with and receiving approval from CareOregon, who must seek approval from the CCO and OHA. Subcontractor shall make immediate contact with CareOregon when media contact occurs. CareOregon will coordinate the appropriate follow-ups to the CCO and OHA and a response for the media.

**o. Mandatory Reporting of Abuse** (CCO Contract, Exhibit D, Section 33)

- i. Subcontractor shall immediately report any evidence of Child Abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 to 419B.045). If law enforcement is notified, the Subcontractor shall notify the referring caseworker within 24 hours. Subcontractor shall immediately contact the local DHS Child Protective Services office if questions arise whether an incident meets the definition of Child Abuse or neglect.
- ii. Subcontractor shall comply, and shall require its employees and subcontractors to comply, with all protective services, investigation and reporting requirements described in any of the following laws:
  1. OAR 407-045-0000 through 407-045-0370 (abuse investigations by the Office of Investigations and Training);
  2. ORS 430.735 through 430.765 (persons with mental illness or developmental disabilities);
  3. ORS 124.005 to 124.040 (elderly persons and persons with disabilities abuse); and
  4. ORS 441.650 to 441.680 (residents of long-term care facilities).

## **EXHIBIT I-1 DELEGATION OF CREDENTIALING**

### **A. SERVICES**

1. Provider shall be responsible for the credentialing of employed and/or contracted staff that provide behavioral health services to CareOregon as outlined in the CCO Contract, Exhibit

B, Part 4, Section 5, as follows:

- a. Provider shall have written policies and procedures for collecting evidence of credentials, screening the credentials, reporting credential information and recredentialing of their staff including (if applicable to the type of practice/facility): Behavioral Health and Substance Use Disorder Providers, consistent with Section 6402 of the Patient Protection and Affordable Care Act, 42 CFR§ 438.214, 42 CFR §455.400-455.470 (excluding §455.460), and OAR 410-141-3510. These procedures shall also include collecting proof of professional Liability Insurance, whether by insurance or a program of self-insurance.
- b. The credentialing procedures set forth in this Exhibit shall apply regardless of whether Provider's staff provide services via telemedicine or in-person.
- c. If the staff of Provider (whether employees or subcontractors) are not required to be licensed or certified by a State of Oregon board or licensing agency, Provider shall document, certify and report to CareOregon, the date such staff's education, experience, competence, and supervision are adequate to permit performance of their specific assigned duties.  
  
If staff are not required to be licensed or certified by a State of Oregon board or licensing agency, then such Provider must ensure that the staff-person either:
  - i. Meets the definitions for Qualified Mental Health Associate (QMHA) or Qualified Mental Health Professional (QMHP) and is not to be permitted to provide services without the supervision of a Licensed Medical Practitioner; or
  - ii. If not meeting either the definitions of a QMHP or QMHA have the education, experience, and competence necessary to perform the specified assigned duties. Provider must document and report to CareOregon: (i) the education, experience and competence of such staff-person, and (ii) that they will not be permitted to perform the specific assigned duties without the supervision of a Licensed Medical Practitioner.
- d. Provider shall maintain records documenting academic credentials, training received, licenses or certifications of staff and facilities used, and reports from the National Practitioner Data Bank and must provide accurate and timely information about license or certification expiration and renewal dates to CareOregon in order for CareOregon to fulfill its provider network reporting requirements to Oregon Health Authority (OHA). Provider may not refer OHP members to use staff who do not have a valid license or certification required by applicable law. If Provider knows or has reason to know that a staff person's license or certification is expired, has not been renewed, or is subject to sanction or administrative action, Provider must immediately notify CareOregon in writing of such circumstances.

- e. Provider shall not refer Members to or use Providers who have been terminated from OHA or excluded as Medicare, CHIP, or Medicaid Providers by CMS or who are subject to exclusion for any lawful conviction by a court for which a provider could be excluded under 42 CFR §1001.101 and 42 CFR §455.3(b). Provider shall not employ or contract with persons excluded from participation in Federal health care programs under 42 CFR §438.214(d). CareOregon will not accept billings for services provided to Members after the date of the staff person’s exclusion, conviction, or termination. If Provider knows or has reason to know that a staff person has been convicted of a felony or misdemeanor related to a crime, or violation of federal or State laws under Medicare, Medicaid, or Title XIX (including a plea of “nolo contendere”), Provider must immediately provide such information to CareOregon in writing for reporting to OHA.
- f. Provider shall require each Physician and every other qualifying provider to have a unique provider identification number that complies with 42 USC 1320d-2(b).
- g. CareOregon retains the right to approve, terminate, or suspend individual practitioners and organizational providers in accordance with the Provider Agreement and Provider Manual.

**B. RECORD KEEPING AND REPORTING REQUIREMENTS**

At minimum, Provider shall maintain credentialing documentation to demonstrate compliance with the regulations listed above in a secure manner in either paper or digital form.

- 1. Provider will use the provided Delegation Roster Template to provide credentialing information to CareOregon in support of claims processing and provider directory listings.
  - a. All behavioral health and substance use licensed and unlicensed providers (including Traditional Healthcare Workers) must be included in the roster submission.
  - b. Roster submission is no less frequent than monthly and will include the below fields.

<b>Roster Fields</b>	<b>Required / Optional</b>
1) Practitioner Last Name	R
2) Practitioner First Name	R
3) Practitioner Middle Initial	O
4) Practitioner certification/license #	R
5) Certification/license # effective date	R
6) Certification/license # termination date	R
7) Practitioner NPI	R
8) Practitioner DMAP #	R
9) Last Credentialing Date	R

10) Foreign Language 1, 2, 3	O
11) Contracted Organization Name	R
12) Organization TIN	R
13) Organization Location NPI	R, if issued
14) Organization Location Street Address, City, State, ZIP, County	R
15) Practitioner Termination Date	R, if applicable
16) Practitioner Race	O
17) Practitioner Ethnicity	O
18) Practitioner Gender	R

2. Provider must immediately report any change of status of credentialing documentation (example expiration without renewal, restrictions, or other changes) to CareOregon at [credentialing@careoregon.org](mailto:credentialing@careoregon.org).
3. Initial Credentialing & Billing Set Up Overview (Licensed and unlicensed)

<b>Credentialing &amp; Billing Set Up Steps</b>	<b>Licensed Practitioner Credentialing</b>	<b>Unlicensed Practitioner Verification</b>
1) Register for NPI	X	X
2) Register for Medicaid Enrollment (DMAP) ID	X	X
3) OPCA Application	X	
4) Medicaid Exclusion Checks (OIG and SAM)	X	X
5) Licensure and Board Certification Verification	X	
6) DEA Verification (if applicable)	X	
7) NPDB Report	X	
8) Job Description		X
9) Submit a completed Provider Information Form to CareOregon and include provider on next monthly roster submission	X	X

4. Re-Credentialing Overview for Licensed Practitioners (to be completed every 3 years)

<b>Credentialing Steps</b>	<b>Licensed Practitioners</b>
1) OPRA Application	X
2) Medicaid Exclusion Checks (OIG and SAM)	X
3) Licensure and Board Certification Verification	X
4) DEA Verification	X
5) NPDB Report	X

5. Ongoing Monitoring (Licensed and Unlicensed)

<b>Monthly Monitoring</b>	<b>Licensed Practitioners</b>	<b>Unlicensed Practitioners</b>
---------------------------	-------------------------------	---------------------------------

Medicaid Exclusion Checks (OIG/SAM)	X	X
Licensure Check	X	
Job Description Updates		X

- a. Provider shall perform monthly exclusion list checks of all employees, contractors, volunteers, interns, and persons with 5% or more ownership and any other persons providing, arranging, or paying for behavioral health services paid in whole or in part with Medicaid dollars, against the Office of Inspector General (OIG) Exclusions Database and the System for Award Management (SAM) Exclusions Database. Provider will maintain monthly verification of this check in either .pdf or excel form.
  - b. Provider shall ensure that practitioners maintain active licenses via a monitoring process with the licensing boards.
6. Provider agrees to participate in delegation oversight activities, including ongoing monitoring of Provider’s compliance with the terms of this Exhibit and audits. In the event that CareOregon identifies any deficiencies or areas for improvement, CareOregon will require Provider to implement a corrective action plan to remedy such deficiencies.

May 13, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #5, to Intergovernmental Subrecipient Agreement  
with City of Gladstone – Gladstone Senior Center to Provide Social Services  
for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #5 with the City of Gladstone – Gladstone Senior Center to provide Older American Act (OAA) funded services for persons in the Gladstone service area.
<b>Dollar Amount and Fiscal Impact</b>	This amendment adds \$6,176; for a revised agreement maximum of \$60,713 for the FY20/21 funding. 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.
<b>Funding Source</b>	The Older American Act (OAA) and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	61319-A3, 043020-A4, 061120-A3, 071620-A4
<b>Strategic Plan Alignment</b>	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.
<b>County Council</b>	Amendment in a format approved by County Counsel
<b>Procurement Review</b>	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.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9314; Subrecipient #20-004

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement Amendment #5 with the City of Gladstone – Gladstone Senior Center to provide Older American Act (OAA) funded services for qualified persons living in the City of Gladstone – Gladstone Senior Center service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

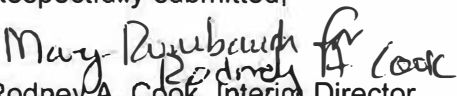


This is a budget adjustment that adjusts the OAA Title III-C Nutrition Services and Nutrition Services Incentive Program (NSIP) funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the total contract budget. This amendment adds \$6,176 in funding for an updated grant maximum of \$60,713 for FY20/21. This amendment is in a format approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,

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

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9314	<b>Division:</b> SS	<input checked="" type="checkbox"/> <b>Subrecipient</b>
<b>Board Order #:</b> Prior Board Order#61319-A3, 043020-A4, 061120-A3, 071620-A4	<b>Contact:</b> Reid, Stefanie	<input type="checkbox"/> <b>Revenue</b>
	<b>Program Contact:</b> Reid, Stefanie	<input checked="" type="checkbox"/> <b>Amend #</b> 5 \$ \$6,176.00
		<input type="checkbox"/> <b>Procurement Verified</b>
		<input type="checkbox"/> <b>Aggregate Total Verified</b>

**Non BCC Item**     **BCC Agenda**    **Date:** Thursday, May 20, 2021

**CONTRACT WITH:** 19-21 City of Gladstone/Gladstone Senior Center

**CONTRACT AMOUNT:** \$122,117.00

**TYPE OF CONTRACT**

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

**DATE RANGE**

- |  |  |
|--|--|
| <input type="checkbox"/> <b>Full Fiscal Year</b> _____ - _____ | <input type="checkbox"/> <b>4 or 5 Year</b> _____ - _____                            |
| <input type="checkbox"/> <b>Upon Signature</b> _____ - _____   | <input type="checkbox"/> <b>Biennium</b> _____ - _____                               |
| <input type="checkbox"/> <b>Other</b> _____ - _____            | <input checked="" type="checkbox"/> <b>Retroactive Request?</b> 7/1/2020 - 6/30/2021 |

**INSURANCE** What insurance language is required?

- Checked Off**     **N/A**
- Commercial General Liability:**     **Yes**     **No, not applicable**     **No, waived**  
If no, explain why: \_\_\_\_\_
- Business Automobile Liability:**     **Yes**     **No, not applicable**     **No, waived**  
If no, explain why: \_\_\_\_\_
- Professional Liability:**     **Yes**     **No, not applicable**     **No, waived**  
If no, explain why: \_\_\_\_\_
- Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

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

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

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

**COUNTY COUNSEL**

- Yes by:** \_\_\_\_\_ **Date Approved:** \_\_\_\_\_
- OR
- This contract is in the format approved by County Counsel.**

**SIGNATURE OF DIVISION REPRESENTATIVE:** Brenda Durbin

Digitally signed by Brenda Durbin  
Date: 2021.04.19 17:40:15 -07'00'

**Date:** \_\_\_\_\_

<b>H3S Admin Only</b>	<b>Date Received:</b> _____
	<b>Date Signed:</b> _____
	<b>Date Sent:</b> _____

## AGREEMENTS/CONTRACTS

	<b>New Agreement/Contract</b>
X	<b>Amendment/Change Order Original Number</b>

**ORIGINATING COUNTY**

**DEPARTMENT: Health, Housing Human Services  
Social Services**

**PURCHASING FOR: Contracted Services**

**OTHER PARTY TO**

**CONTRACT/AGREEMENT: 19-21 City of Gladstone/Gladstone Senior Center**

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_

**DATE: 5/20/2021**

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Aging services subrecipient agreement for the delivery of community-based services to older adults in the Gladstone area.

Budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation

**H3S CONTRACT NUMBER: 9314**

Subrecipient Grant Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9314

Subrecipient #: 20-004

Board Agenda #: 061319-A2, 043020-A4, 061120-A3

Amendment Number: 5

Division: Social Services

Contractor: City of Gladstone – Gladstone Senior Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Grant Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the award budget of \$6,176

---

This Amendment #5, when signed by the City of Gladstone – Gladstone Senior Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the award documents, superseding the original to the applicable extent indicated.

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2020 as may be amended ("agreement");

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

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2020 through June 30, 2021 is:
  4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$54,537**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
    - a. **Grant Funds.** COUNTY's funding of **\$25,751** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$1,500** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** COUNTY's funding of **\$12,598** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$14,688** in Medicaid funds for Medicaid Home Delivered Meals issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

**TO READ:**

- 4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$60,713**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** COUNTY's funding of **\$36,525** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$1,500** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. **Other Funds.** COUNTY's funding of **\$13,548** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$9,365** in Medicaid funds for Medicaid Home Delivered Meals issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

I. **Amend:** Exhibit 6 – Budget and Units of Services - Unit Cost Schedule

**AMEND**

**CITY OF GLADSTONE - SENIOR CENTER**  
 Fiscal Year 2020-21

	OAA III B	OAA III C1	OAA III C2	OAA III C2	OAA III D	Required Match	NSIP Funds	Other State Funds	MEDICAID Funds	TriMet STF Funds	Ride Connection		Prog. Income	NO. OF UNITS	TOTAL COST	Reimbursement Rates
	Funds	Funds	Funds	Funds	Funds						TriMet	5310 Funds				
Federal Award Numbers	16AART3SS	15AART3CM	16AART3HD	CARES Act's	16AART3PH	N/A	16AADRNSIP		N/A	N/A	Funds	OR-65-012				
CFDA Number	93.044	93.045	93.045	93.045	93.043		93.053			N/A	N/A	20.513				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
Case Management	2,661					296								108 hrs	2,957	\$34.33
Reassurance	2,825					314								75	3,139	\$37.72
Information & Assist.	3,322					369								190	3,691	\$17.44
Transportation - OAA	4,288					477							1,175	1,567	5,940	\$2.74
Community Outreach	500					56								10	556	\$50.00
PHYSICAL ACTIVITY/ FALLS PREVENTION (Evidence Based)					650	0		0						13 Classes	650	\$50.00
Trans - Ride Con In Dist						0					11,548		1,050	1,400	12,598	\$8.25
Ride Conn. - Vehicle Maint.						172						1,500	0	N/A	1,672	N/A
Medicaid Transp non-medical						0			706	344				75	1,050	\$14.00
OAA Meal Site Mgmt		3,477	6,336	4,947		1,091							10,142	10,665	25,994	\$2.36
Site Purchased Meals - Restaurant		211	389	960		67								160	\$1,627	\$9.75
Medicaid Meals			(2,834)	(996)		(315)	(985)		14,688					1,250	9,557	\$7.90
<b>TOTALS</b>	13,586	3,688	3,891	4,911	650	2,527	(985)		15,393	344	11,548	1,500	12,367		569,431	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations

CONTRACT AMOUNT: \$ 54,537

Federal Award Total \$ 27,251

**CITY OF GLADSTONE - SENIOR CENTER**  
 Fiscal Year 2020-21

To Read:

	OAA III B	OAA IIIC1	OAA IIIC2	OAA IIIC2	OAA III D	Required Match	NSIP Funds	Other State Funds	MEDICAID Funds	TriMet STF Funds	Ride Connection			Prog. Income	NO OF UNITS	TOTAL COST	Reimbursement Rates
	Funds	Funds	Funds	Funds	Funds						TriMet Funds	STF Funds	STF Funds				
Federal Award Numbers	16AART3S3	16AART3CM	16AART3HD	CARES Acct	16AAIRT3PH	N/A	16AADRNSIP		N/A	N/A	Funds	N/A	DR-65-012				
CFDA Number	93.044	93.045	93.045	93.045	93.043		93.053			N/A	N/A	N/A	20.513				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
Case Management	2,661					296									106 hrs	2,957	\$34.33
Reassurance	2,825					314									75	3,139	\$37.72
Information & Assist	3,322					369									190	3,691	\$17.44
Transportation - OAA	4,288					477								1,175	1,567	5,940	\$2.74
Community Outreach	500					56									10	556	\$50.00
PHYSICAL ACTIVITY: FALLS PREVENTION (Evidence Based)					650	0		0							13 Classes	650	\$50.00
Trans - Ride Con In Dist						0					4,223			384	512	4,607	\$8.25
Trans - Ride Con STF												9,325		0	1,130	9,325	\$8.25
Ride Conn. - Vehicle Maint						172							1,500	0	N/A	1,672	N/A
Medicaid Transp non-medical						0			883	392					75	1,275	\$17.00
OAA HDM Assessments				2,575											75	2,575	\$34.33
OAA Meal Site Mgmt		4,708	10,289	4,717		1,668								11,410	11,885	32,791	\$2.62
Site Purchased Meals - Restaurant				1,560		0									160	\$1,560	\$9.75
Medicaid Meals			(1,676)	(766)		(186)	(628)		9,365						797	6,108	\$7.90
<b>TOTALS</b>	13,596	4,708	6,613	6,086	650	3,165	(628)	*	10,247	392	4,223	9,325	1,500	12,969		\$76,847	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations

**CONTRACT AMOUNT:** \$ 60,713

Federal Award Total \$ 36,525







May 13, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #5, to Intergovernmental Subrecipient Agreement  
with City of Oregon City - Pioneer Community Center to Provide Social  
Services for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #5 with the City of Oregon City - Pioneer Community Center to provide Older American Act (OAA) funded services for persons in the Oregon City service area.
<b>Dollar Amount and Fiscal Impact</b>	This amendment adds \$34,531; for a revised agreement maximum of \$212,516 for the FY20/21 funding. 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.
<b>Funding Source</b>	The Older American Act (OAA) and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	60619-A5, 043020-A2, 061120-A4, 071620-A5
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>County Council</b>	Amendment in a format approved by County Counsel
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was this time processed through Procurement? No</li> <li>2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9270; Subrecipient #20-008

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement Amendment #5 with the City of Oregon City - Pioneer Community Center to provide Older American Act (OAA) funded services for qualified persons living in the Oregon City service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the OAA Title III-C Nutrition Services and Nutrition Services Incentive Program (NSIP) funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the total contract budget. This amendment adds \$34,531 in funding for an updated grant maximum of \$212,516 for FY20/21. This amendment is in a format approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,

*Mary Roubal for  
Rodney A. Cook*

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

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9270	<b>Division:</b> SS	<input checked="" type="checkbox"/> <b>Subrecipient</b>
<b>Board Order #:</b> Prior Board Order # 60619-A5, 043020-A2, 061120-A4, 071620-A5	<b>Contact:</b> Reid, Stefanie	<input type="checkbox"/> <b>Revenue</b>
	<b>Program Contact:</b> Reid, Stefanie	<input checked="" type="checkbox"/> <b>Amend #</b> 5 \$ 34,531.00
		<input type="checkbox"/> <b>Procurement Verified</b>
		<input type="checkbox"/> <b>Aggregate Total Verified</b>

**Non BCC Item**     **BCC Agenda**    **Date:** Thursday, May 20, 2021

**CONTRACT WITH:** 19-21 City of Oregon City-Pioneer Comm. Ctr.

**CONTRACT AMOUNT:** \$447,783.00

**TYPE OF CONTRACT**

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

**DATE RANGE**

<input checked="" type="checkbox"/> <b>Full Fiscal Year</b> _____	<input type="checkbox"/> <b>4 or 5 Year</b> _____
<input type="checkbox"/> <b>Upon Signature</b> _____	<input type="checkbox"/> <b>Biennium</b> _____
<input type="checkbox"/> <b>Other</b> _____	<input checked="" type="checkbox"/> <b>Retroactive Request?</b> 7/1/2020 - 6/30/2021

**INSURANCE** What insurance language is required?

**Checked Off**     **N/A**

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

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

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

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

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

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

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

**COUNTY COUNSEL**

**Yes by:** \_\_\_\_\_ **Date Approved:** \_\_\_\_\_

OR

**This contract is in the format approved by County Counsel.**

**SIGNATURE OF DIVISION REPRESENTATIVE:** Brenda Durbin  
Date: \_\_\_\_\_

Digitally signed by Brenda Durbin  
Date: 2021.04.19 17:37:15 -07'00'

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

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

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Social Services

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** 19-21 City of Oregon City-Pioneer Comm. Ctr.

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_ **DATE:** 5/20/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:**

Budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation

**H3S CONTRACT NUMBER:** 9270

Subrecipient Grant Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9270

Subrecipient #: 20-008

Board Agenda #: 0060619-A5, 043020-A2, 061120-A4

Amendment Number: 5

Division: Social Services

Contractor: City of Oregon City - Pioneer Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes:                     Subrecipient Grant Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the award budget of \$34,531.

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This Amendment #5, when signed by the City of Oregon City - Pioneer Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the award documents, superseding the original to the applicable extent indicated.

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2020 as may be amended ("agreement");

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

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2020 through June 30, 2021 is:
  4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$177,985** This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
    - a. **Grant Funds.** COUNTY's funding of **\$85,477** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$6,000** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** COUNTY's funding of **\$39,783** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$44,650** in Medicaid funds for Medicaid Home Delivered Meals issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$2,075** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to COUNTY from HEAT Oregon, an Oregon nonprofit organization.

**To Read:**

- 4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$212,516** This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
- c. **Grant Funds.** COUNTY's funding of **\$88,660** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$6,000** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
- d. **Other Funds.** COUNTY's funding of **\$54,568** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$700** in CSBG funding for Medicaid Home Delivered Meals to disabled persons under sixty are from CSBG funds issued to COUNTY by Oregon Housing and Community Services Dept. The **\$2,075** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to COUNTY from HEAT Oregon, an Oregon nonprofit organization. The **\$60,513** in Medicaid funds for Medicaid Home Delivered Meals issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

I. Amend: Exhibit 6 – Budget and Units of Services - Unit Cost Schedule

City of Oregon City - Pioneer Community Center  
 Fiscal Year 2020-21

Federal Award Numbers CFDA Numbers Service Category	OAA IIB Funds	OAA IIC1 Funds	OAA IIC2 Funds	OAA IIC2 Funds	OAA IID Funds	NSIP Funds	OAA & Other Match	Other State Funds	Ride Connection		TriMet	MEDICAD	LIEAP	Program Income	NO. OF UNITS	TOTAL COST	REBURSE- MENT RATE	
	16AORT355	16AORT324	16AORT310	CARES Act	16AORT314	16AORT315			In Dist	STF	2010 Funds	STF Funds	Funds					Funds
	93.044	93.045	93.045	93.045	93.043	93.053			TriMet	Funds	OR-65-012	N/A	N/A					N/A
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	
LIEAP Intakes							N/A							2,075	83	2,075	\$25.00	
Case Management (hours)	4,792						533								122	5,325	\$39.37	
Reassurance (contacts)	3,770						419								95	4,189	\$39.85	
Information & Assistance	3,359						374								117	3,733	\$28.615	
Transportation - OAA	13,988						1,555							2,331	4,663	17,875	\$3.00	
Evidence-based Programming					480		0	0							8 Classes	480	\$60.00	
OAA Meal Site Management		14,603	35,900	18,152			5,616							22,875	37,500	97,146	\$2.41	
Site Purchased Meals - Restaurant		680	1,270	3,120			217								520	5,267	\$8.75	
Medicaid HDM - APD			(8,732)	(2,911)		(2,994)	(971)					44,650			3,800	29,041	\$7.91	
Transportation - Ride Con in District									22,188					1,345	2,689	23,533	\$8.25	
Transportation - Ride Con Out of Dist										2,265				175	350	2,440	\$6.47	
Transportation - Ride Con. Veh. Maint.							687				6,000			N/A		6,687	N/A	
Transport - non-med T19												5,024	10,306		1,085	15,330	\$14.01	
<b>TOTALS</b>	<b>25,909</b>	<b>15,283</b>	<b>28,438</b>	<b>18,361</b>	<b>480</b>	<b>(2,994)</b>	<b>8,430</b>	<b>0</b>	<b>22,188</b>	<b>2,265</b>	<b>6,000</b>	<b>5,024</b>	<b>54,956</b>	<b>2,075</b>	<b>26,726</b>	<b>213,141</b>		

Source of OAA Match - Staff time & Units of Service in excess of contract  
 CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only  
 Contract Amount \$ 177,985

Federal Award Totals \$ 91,477



To Read

City of Oregon City - Pioneer Community Center  
Fiscal Year 2020-21

**TO READ: Exhibit 6 - Budget and Units of Services - Unit Cost Schedule**  
 City of Oregon City - Pioneer Community Center  
 Subrecipient Grant Agreement #20-008, Amendment 5

Page 4 of 5

Federal Award Numbers CFDA Numbers Service Category	OAA IIB Funds	OAA IIC1 Funds	OAA IIC2 Funds	OAA IIC2 Funds	OAA IID Funds	NSIP Funds	OAA & Other Match	Other State Funds	Ride Connection			TriMet	MEDICAD	LIEAP	Program Income	NO. OF UNITS	TOTAL COST	REBURSE- MENT RATE	
	16A0RT353	16A0RT354	16A0RT354	CARES Act	16A0RT354	16A0RT354			In Dist	STF	5310 Funds	STF Funds	Funds	Funds					Funds
	93.044	93.045	93.045	93.045	93.043	93.053			TriMet	Funds	OR-65-012	N/A	N/A	N/A					
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	
LIEAP Intakes							N/A							2075		83	2,075	\$25.00	
Case Management (hours)	4,792							533								122	5,325	\$39.37	
Reassurance (contacts)	3,770							419								95	4,189	\$39.85	
Information & Assistance	3,359							374								117	3,733	\$28.815	
Transportation - OAA	13,988							1,855							2,331	4,663	17,875	\$3.00	
Evidence-based Programming					480		0	0								8 Classes	480	\$80.00	
OAA HDM Assessments				4,875			0									195	4,875	\$25.00	
OAA Meal Site Management		13,741	41,106	19,267			6,099								22,015	36,090	102,227	\$2.66	
Site Purchased Meals - Restaurant				3,120			0									347	3,120	\$8.99	
Medicaid HDM - APD			(11,754)	(4,026)		(4,058)	(1,307)						60,513			5,150	39,368	\$7.90	
ICSBG CARES - Under 60 HDM								700								233	700	\$3.00	
Transportation - Ride Con In District									22,188						1,345	2,689	23,533	\$8.25	
Transportation - Ride Con Out-of-Dist										13,765					835	1,669	14,600	\$8.25	
Transportation - Ride Con. Veh. Maint.							687				6,000				N/A		6,687	N/A	
Transport - non-med T19												5,728	12,867			1,095	18,615	\$17.90	
<b>TOTALS</b>	<b>25,909</b>	<b>13,741</b>	<b>29,352</b>	<b>23,236</b>	<b>480</b>	<b>(4,058)</b>	<b>8,360</b>	<b>700</b>	<b>22,188</b>	<b>13,765</b>	<b>6,000</b>	<b>5,728</b>	<b>73,400</b>	<b>2,075</b>	<b>26,525</b>		<b>247,401</b>		

Source of OAA Match - Staff time & Units of Service in excess of contract  
 CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only  
 Contract Amount: \$ 212,516

Federal Award Totals \$ 94,660





May 13, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #5, to Intergovernmental Subrecipient Agreement  
with Friends of the Estacada Community Center to Provide Social Services  
for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #5 with the with Friends of the Estacada Community Center to provide Older American Act (OAA) funded services for persons in the Estacada/Eagle Creek service area.
<b>Dollar Amount and Fiscal Impact</b>	This amendment adds \$47,410; for a revised agreement maximum of \$152,049 for the FY20/21 funding. 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.
<b>Funding Source</b>	The Older American Act (OAA) and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	060619-A4, 043020-A2, 070920-A3, 072320-A1
<b>Strategic Plan Alignment</b>	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.
<b>County Council</b>	Amendment in a format approved by County Counsel
<b>Procurement Review</b>	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.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9297; Subrecipient #20-002

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement Amendment #5 with the Friends of the Estacada Community Center to provide Older American Act (OAA) funded services for qualified persons living in the Estacada/Eagle Creek service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the OAA Title III-C Nutrition Services and Nutrition Services Incentive Program (NSIP) funding to align with the current State of Oregon Department of Human

*Healthy Families. Strong Communities.*

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

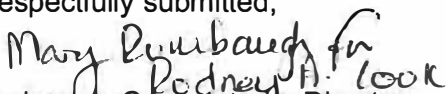
[www.clackamas.us](http://www.clackamas.us)

Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the total contract budget. This amendment adds \$47,410 in funding for an updated grant maximum of \$152,049 for FY20/21. This amendment is in a format approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,

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

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9297  <b>Board Order #:</b>  Prior Board Order# 060619-A4, 043020-A2, 070920-A3, 072320-A1	<b>Division:</b> SS <b>Contact:</b> Reid, Stefanie <b>Program Contact:</b> Reid, Stefanie	<input checked="" type="checkbox"/> <b>Subrecipient</b> <input type="checkbox"/> <b>Revenue</b> <input checked="" type="checkbox"/> <b>Amend #</b> 5 \$ 47,410.00 <input type="checkbox"/> <b>Procurement Verified</b> <input type="checkbox"/> <b>Aggregate Total Verified</b>
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**Non BCC Item**    
  **BCC Agenda**    
 **Date:** Thursday, May 20, 2021

**CONTRACT WITH:** 19-21 Friends of the Estacada Community Center

**CONTRACT AMOUNT:** \$266,773.00

**TYPE OF CONTRACT**

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

**DATE RANGE**

<input checked="" type="checkbox"/> <b>Full Fiscal Year</b> _____ - _____	<input checked="" type="checkbox"/> <b>4 or 5 Year</b> _____ - _____
<input checked="" type="checkbox"/> <b>Upon Signature</b> _____ - _____	<input checked="" type="checkbox"/> <b>Biennium</b> _____ - _____
<input checked="" type="checkbox"/> <b>Other</b> _____ - _____	<input checked="" type="checkbox"/> <b>Retroactive Request?</b> 7/1/2020 - 6/30/2021

**INSURANCE** What insurance language is required?

Checked Off    
  N/A

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

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

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

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

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

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

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

**COUNTY COUNSEL**

Yes by: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
 OR  
 This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** Brenda Durbin

Digitally signed by Brenda Durbin  
Date: 2021.04.19 17:40:48 -07'00'

Date: \_\_\_\_\_

<b>H3S Admin Only</b>	Date Received: _____ Date Signed: _____ Date Sent: _____
-----------------------	--

## AGREEMENTS/CONTRACTS

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

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Social Services

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** 19-21 Friends of the Estacada Community Center

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_

**DATE:** 5/20/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Aging services subrecipient agreement for the delivery of community-based services to older adults in the Estacada/Eagle Creek area.

Budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation

**H3S CONTRACT NUMBER:** 9297

Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9297

Subrecipient #: 20-002

Board #: 060619-A4, 043020-A2, 070920-A

Amendment Number: 5

Division: Social Services

Contractor: Estacada Community Center, The Friends of the

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the award budget of \$47,410.

---

This Amendment #5, when signed by The Friends of the Estacada Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the award documents, superseding the original to the applicable extent indicated.

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2020 as may be amended ("agreement");

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

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2020 through June 30, 2021 is:
4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$104,639**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** COUNTY's funding of **\$74,219** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,400** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.



The Friends of the Estacada Community Center  
Subrecipient Grant Agreement #20-002, Amendment 5

- b. **Other Funds.** COUNTY's funding of **\$12,451** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$15,569** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

**TO READ:**

- 4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$152,049**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** COUNTY's funding of **\$70,656** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,400** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. **Other Funds.** COUNTY's funding of **\$18,950** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$60,043** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

I. **Amend:** Exhibit 6 – Budget and Units of Services - Unit Cost Schedule

**Estacada Community Center**  
 Fiscal Year 2020-21

	OAA IIIB	OAA IIIC1	OAA IIIC2	OAA IIIC2	OAA IIID	Required	NSIP	State	Ride Conn/TriMet			TriMet	MEDICAID	OAA	NO. OF	TOTAL	REMBURSE
	Funds	Funds	Funds	Funds	Funds	Match	Funds	Funds	TriMet	STF Funds	9810 Funds	STF Funds	Funds	Prog Inc	UNITS	COST	MENT RATE
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	CARES Accts	16AAORT3PH	N/A	16AADRNSIP	N/A	Funds	N/A	OR-65-012	N/A	N/A	N/A	N/A	N/A	N/A
CFDA Number	93.044	93.045	93.045	93.045	93.043	N/A	93.053	N/A	N/A	N/A	20.513	N/A	N/A	N/A	N/A	N/A	N/A
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
Case Management	1,735					193									80.03	1,928	\$21.68
Reassurance	1,714					191									75.01	1,905	\$22.85
Information & Assistance	2,500					278									151.1	2,778	\$16.55
Public Outreach	200					22									4.0	222	\$50.00
Transportation - OAA	5,568					619									928.0	6,187	\$6.00
Trans - Ride Con In Dist						0			9,891					600	1199	10,491	\$8.25
Trans - Ride Con Out Dist						0				1,510				92	183	1,602	\$8.25
Ride Con - Vehicle Maint						600					2,400				N/A	3,000	N/A
Trans -T19 non medical						0						344	706		75	1,050	\$14.00
Evidence-based Health & Wellness programming					2,860	0		0							57 Classes	2,860	\$50.00
Meal Site Mngt - OAA		15,778	20,532	12,516		4,038								11,625	23,250	64,489	\$2.60
Food Service - Frozen HDM		0	9,225			1,026	3,150								4,500	13,401	\$2.75
Site Purchased Meals - Restaurant		497	928	2,120		158									364	\$3,703	\$9.75
APD Medicaid HDM			(3,141)	(919)		(349)	(1,044)						15,569		1,325	10,116	\$7.90
<b>TOTALS</b>	<b>\$11,717</b>	<b>\$16,275</b>	<b>\$27,544</b>	<b>13,717</b>	<b>\$2,860</b>	<b>\$6,776</b>	<b>\$2,106</b>	<b>\$0</b>	<b>\$9,891</b>	<b>\$1,510</b>	<b>\$2,400</b>	<b>\$344</b>	<b>\$16,275</b>	<b>\$12,316</b>		<b>\$123,731</b>	

Source of OAA Match - Staff time

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Contract Amount: \$ 104,639  
 Federal Award Totals \$ 76,619

To Read

**Estacada Community Center**  
 Fiscal Year 2020-21

	OAA IIB	OAA IIC1	OAA IIC2	OAA IIC2	OAA IID	Required	NSIP	Slate	Ride Conn/TriMet			TriMet	MEDICAID	OAA	NO. OF	TOTAL	REIMBURSE
	Funds	Funds	Funds	Funds	Funds	Match	Funds	Funds	TriMet	STF Funds	5310 Funds	STF Funds	Funds	Prag Inc	UNITS	COST	MENT RATE
<b>Federal Award Numbers</b>	16AAORT3SS	16AAORT3CM	16AAORT3HD	CARES Act	16AAORT3PH	N/A	16AAORNSIP	N/A	Funds	N/A	OR-65-012	N/A	N/A	N/A	N/A	N/A	N/A
CFDA Number	93.044	93.045	93.045	93.045	93.043	N/A	93.053	N/A	N/A	N/A	20.513	N/A	N/A	N/A	N/A	N/A	N/A
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
Case Management	1,735					193									80.03	1,928	\$21.68
Reassurance	1,714					191									75.01	1,905	\$22.85
Information & Assistance	2,500					278									151.1	2,778	\$16.55
Public Outreach	200					22									4.0	222	\$50.00
Transportation - OAA	5,568					619									928.0	6,187	\$6.00
Trans - Ride Con In Dist						0			4,891					296	593	5,187	\$8.25
Trans - Ride Con Out Dist						0				11,510				698	1395	12,208	\$8.25
Ride Con - Vehicle Maint						600					2,400				N/A	3,000	N/A
Trans -T19 non medical						0						785	1,765		150	2,550	\$17.00
Evidence-based Health & Wellness programming					2,860	0		0							57 Classes	2,860	\$50.00
OAA HDM Assessments				1,734		0									80	1,734	\$21.68
Meal Site Mngt - OAA		10,536	44,517	15,430		6,122								16,450	32,900	93,055	\$2.64
Food Service - Frozen HDM		0	0			0	0								0	0	\$0.00
Site Purchased Meals - Restaurant		0	0	3,545		0									364	\$3,545	\$9.75
APD Medicaid HDM			(11,824)	(3,833)		(1,315)	(4,027)						60,043		5,110	39,044	\$7.90
<b>TOTALS</b>	<b>\$11,717</b>	<b>\$10,536</b>	<b>\$32,693</b>	<b>16,876</b>	<b>\$2,860</b>	<b>\$6,710</b>	<b>(\$4,027)</b>	<b>\$0</b>	<b>\$4,891</b>	<b>\$11,510</b>	<b>\$2,400</b>	<b>\$785</b>	<b>\$61,808</b>	<b>\$17,444</b>		<b>\$176,203</b>	

Source of OAA Match - Staff time

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

**Contract Amount:** \$ 152,049  
 Federal Award Totals \$ 73,056





May 13, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #5, to Agency Subrecipient Agreement with  
Foothills Community Church/Molalla Adult Community Center to Provide  
Social Services for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #5 with the with Foothills Community Church/Molalla Adult Community Center to provide Older American Act (OAA) funded services for persons in the Molalla Adult Community Center service area.
<b>Dollar Amount and Fiscal Impact</b>	This amendment adds \$31,564; for a revised agreement maximum of \$165,629 for the FY20/21 funding. 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.
<b>Funding Source</b>	The Older American Act (OAA) and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	61319-A1, 050720-A1, 070920-A2, 072320-A2
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>County Council</b>	Amendment in a format approved by County Counsel
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was this time processed through Procurement? No</li> <li>2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9315; Subrecipient #20-003

**BACKGROUND:**

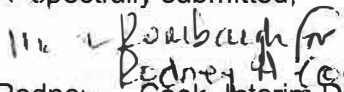
The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement Amendment #5 with the with the Foothills Community Church/Molalla Adult Community Center to provide Older American Act (OAA) funded services for persons living in the Molalla/Mulino. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the OAA Title III-C Nutrition Services and Nutrition Services Incentive Program (NSIP) funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the total contract budget. This amendment adds \$31,564 in funding for an updated grant maximum of \$165,629 for FY20/21. This amendment is in a format approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,

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

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9315	<b>Division:</b> SS	<input checked="" type="checkbox"/> <b>Subrecipient</b>
<b>Board Order #:</b> Prior Board Order# 61319-A1, 050720-A1, 070920-A2, 072320-A2	<b>Contact:</b> Reid, Stefanie	<input type="checkbox"/> <b>Revenue</b>
	<b>Program Contact:</b> Reid, Stefanie	<input checked="" type="checkbox"/> <b>Amend #</b> 5 \$ 31,564.00
		<input type="checkbox"/> <b>Procurement Verified</b>
		<input type="checkbox"/> <b>Aggregate Total Verified</b>

**Non BCC Item**     **BCC Agenda**    **Date:** Thursday, May 20, 2021

**CONTRACT WITH:** 19-21 Foothills Community Church

**CONTRACT AMOUNT:** \$433,828.00

**TYPE OF CONTRACT**

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

**DATE RANGE**

<input checked="" type="checkbox"/> <b>Full Fiscal Year</b> _____ - _____	<input checked="" type="checkbox"/> <b>4 or 5 Year</b> _____ - _____
<input checked="" type="checkbox"/> <b>Upon Signature</b> _____ - _____	<input checked="" type="checkbox"/> <b>Biennium</b> _____ - _____
<input checked="" type="checkbox"/> <b>Other</b> _____ - _____	<input checked="" type="checkbox"/> <b>Retroactive Request?</b> 6/1/2020 - 7/30/2021

**INSURANCE** What insurance language is required?

Checked Off     N/A

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

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

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

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

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

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

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

**COUNTY COUNSEL**

Yes by: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** Brenda Durbin    Digitally signed by Brenda Durbin  
Date: 2021.04.19 17:41:28 -07'00'

Date: \_\_\_\_\_

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____



## AGREEMENTS/CONTRACTS

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

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Social Services

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** 19-21 Foothills Community Church

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_ **DATE:** 5/20/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Aging services subrecipient agreement for the delivery of community-based services to older adults in the Molalla/Mulino area.

Budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation

**H3S CONTRACT NUMBER:** 9315

Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9315

Subrecipient #: 20-003

Board Agenda #: 61319-A1, 050720-A1, 070920-A2

Amendment Number: 5

Division: Social Services

Contractor: Foothills Community Church as manager of; Molalla Adult Comm. Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in a decrease to the award budget of \$31,564.

---

This Amendment #5, when signed by the Foothills Community Church as manager of Molalla Adult Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the award documents, superseding the original to the applicable extent indicated.

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2020 as may be amended ("agreement");

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

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2020 through June 30, 2021 is:
  4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$197,192**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
    - a. **Grant Funds.** The COUNTY's funding of **\$75,604** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$4,800** from Federal Transportation

Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. Other Funds.** The COUNTY's funding of **\$69,632** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$45,531** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$1,625** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

**To Read:**

- 4. Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$165,629**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
- a. Grant Funds.** The COUNTY's funding of **\$62,695** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$4,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
- b. Other Funds.** The COUNTY's funding of **\$70,682** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$25,827** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$1,625** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

**I. Amend: Exhibit 6 – Budget and Units of Services - Unit Cost Schedule**

**Amend:**

**Foothills Community Church**  
Molalla Adult Community Center Services  
Fiscal Year 2020-21

Federal Award Numbers	OAA III B	OAA IIIC1	OAA IIIC2	OAA IIIC2	OAA III D	Match	NSIP	Other	Ride Conn/TriMet		TriMet	Medicaid	LIHEAP	P.I. (if applicable)	NO OF UNITS	TOTAL COST	Reimbursement Rate
	Funds	Funds	Funds	Funds	Funds		Funds		STF	STF Funds	Funds	Funds	Funds	Funds			
	16AAORT35S	16AAORT3CM	16AAORT3HD	CARES Acts	16AAORT3PH	N/A	16AAORNSIP	State	STF Funds	OR-65-012	N/A	N/A	N/A				
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
CFDA Number	93.044	93.045	93.045	93.045	93.043		93.053		N/A	20.513	N/A						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
Case Management	7,749					862									296.00	\$8,611	\$26.18
Reassurance	4,899					545									157	\$5,444	\$31.23
Information & Assistance	1,085					121									81	\$1,206	\$13.44
PublicOutreach	300					33									6	\$333	\$50.00
Transportation - OAA III-B	-					0								0	0	\$0	\$5.00
OAA - Meal Site Mgmt		15,198	20,969	12,546		4,022								19,017	26,050	\$71,751	\$1.87
Food Service - Frozen HDMs			12,300			1,368	4,200								6,000	17,868	\$2.75
Site Purchased Meals - Restaurant		816	1,524	3,744		260									624	6,344	\$9.75
APD Medicaid HDMs			(8,579)	(3,294)		(954)	(3,054)					45,531		0	3,875	\$29,651	\$7.90
Evidence-based Health & Wellness programming					5,200	0		0							104	\$5,200	\$50.00
Non Medical Medicaid Rides										1,606	3,294				350	\$4,900	\$14.00
Transport - Ride Con Out of Dist.									23,716					1,355	2,710	\$25,071	\$8.75
Vehicle Maintenance - Ride Conn.						\$513.50				\$4,800						\$5,314	N/A
Special Tran. Formula-TAXI and/or Van									41,016						1,532	\$41,016	N/A
LIHEAP Intakes													1,625		65	\$1,625	\$25.00
<b>TOTALS</b>	14,033	16,014	26,214	12,996	5,200	6,770	1,147	-	64,732	4,800	1,606	48,826	1,625	20,372		224,333	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only. The balance of the Ride Connection Funding is State/Local funds

Source of OAA Match - Staff time

County Contract Amount: \$197,192

Federal Award Totals \$ 80,403.70

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

**To Read**

**Foothills Community Church  
 Molalla Adult Community Center Services  
 Fiscal Year 2020-21**

	OAA III B	OAA III C1	OAA III C2	OAA III C2	OAA III D	Match	NSIP	Other	Ride Conn/TriMet		TriMet	Medicaid	LIHEAP	P.I. (If applicable)	NO. OF UNITS	TOTAL COST	Reimbursement Rate
	Funds	Funds	Funds	Funds	Funds				Funds	STF Funds	STF Funds	Funds	Funds				
Federal Award Numbers	16AAR13SS	16AAR13CM	16AAR13HD	CARES Act	16AAR13PH	N/A	16AARNSIF	Other State funds	STF Funds	OR-65-012	N/A	N/A	N/A				
CFDA Number	93.044	93.045	93.045	93.045	93.043		93.053		N/A	20.513	N/A						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
Case Management	7,749					862									296.00	\$8,611	\$26.18
Reassurance	4,899					545									157	\$5,444	\$31.23
Information & Assistance	1,085					121									81	\$1,206	\$13.44
Public Outreach	300					33									6	\$333	\$50.00
Transportation - OAA III-B	-					0								0	0	\$0	\$5.00
OAA HDM Assessments				1,833		0								0	70	\$1,833	\$26.19
OAA - Meal Site Mgmt		10,853	23,475	14,608		3,817								18,038	24,710	\$70,791	\$1.98
Food Service - Frozen HDMs			-			0									0	0	#DIV/0!
Site Purchased Meals - Restaurant				1,160		0									624	1,160	\$1.86
APD Medicaid HDMs			(5,123)	(1,612)		(570)	(1,732)					25,827		0	2,198	\$16,790	\$7.90
Evidence-based Health & Wellness programming					5,200	0		0							104 Classes	\$5,200	\$50.00
Non Medical Medicaid Rides											1,831	4,119			350	\$5,950	\$17.00
Transport - Ride Con Out of Dist.									23,716					1,355	2,710	\$25,071	\$8.75
Vehicle Maintenance - Ride Conn.						\$513.50				\$4,800						\$5,314	N/A
Special Tran. Formula-TAXI and or Van									41,016						1,532	\$41,016	N/A
LIHEAP Intakes													1,625		65	\$1,625	\$25.00
<b>TOTALS</b>	14,033	10,653	16,352	15,989	5,200	5,322	(1,732)	-	64,732	4,800	1,831	28,546	1,625	19,394		190,344	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only. The balance of the Ride Connection Funding is State/Local funds

Source of OAA Match - Staff time



County Contract Amount: \$165,629

Federal Award Totals \$ 67,494.98

Foothills Community Church DBA: Molalla Adult Community Center  
Subrecipient Grant Agreement #20-003, Amendment 5

Except as set forth herein, COUNTY and SUBRECIPIENT ratify the remainder of this Agreement and affirm that no other changes are made hereby.

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

<b>Foothills Community Church</b>	<b>CLACKAMAS COUNTY</b>
By: 	Commissioner: Tootie Smith, Chair
Dale Satrum, Lead Pastor	Commissioner: Sonya Fischer
4/14/2021	Commissioner: Paul Savas
Date	Commissioner: Martha Schrader
<b>Approved as to Content:</b>	Commissioner: Mark Shull
	<b>Signing on Behalf of the Board:</b>
Cecily Rose, Center Manager	_____ Tootie Smith, Chair
Molalla Adult Community Center	_____
4/14/2021	_____
Date	Date



May 13, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #5, to Agency Subrecipient Agreement with  
Hoodland Senior Center to Provide Social Services for  
Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #5 with the Hoodland Senior Center to provide Older American Act (OAA) funded services for persons in the Villages of Mt. Hood area.
<b>Dollar Amount and Fiscal Impact</b>	This amendment adds \$841; for a revised agreement maximum of \$83,132 for the FY20/21 funding. 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.
<b>Funding Source</b>	The Older American Act (OAA) and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	61319-A3, 062520-A6, 071620-A3
<b>Strategic Plan Alignment</b>	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.
<b>County Council</b>	Amendment in a format approved by County Counsel
<b>Procurement Review</b>	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.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9316; Subrecipient #20-005

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement Amendment #5 with the with the Hoodland Senior Center to provide Older American Act (OAA) funded services for qualified persons living in the Hoodland Senior Center service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.



This is a budget adjustment that adjusts the OAA Title III-C Nutrition Services and Nutrition Services Incentive Program (NSIP) funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the total contract budget. This amendment adds \$841 in funding for an updated grant maximum of \$83,132 for FY20/21. This amendment is in a format approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,

*Mary Roubaligh for  
Rodney A. Cook*  
Rodney A. Cook, Interim Director  
Health Housing & Human Services

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9316	<b>Division:</b> SS	<input checked="" type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Reid, Stefanie	<input type="checkbox"/> Revenue
Prior Board Order# 61319-A3, 062520-A6, 071620-A3	<b>Program Contact:</b> Reid, Stefanie	<input checked="" type="checkbox"/> Amend # 5 \$ \$841.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, May 20, 2021

**CONTRACT WITH:** 19-21 Hoodland Senior Center

**CONTRACT AMOUNT:** \$181,813.00

**TYPE OF CONTRACT**

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

**DATE RANGE**

<input checked="" type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input type="checkbox"/> Upon Signature _____ - _____	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? 7/1/2020 - 6/30/2021

**INSURANCE** What insurance language is required?

Checked Off     N/A

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

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

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

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

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

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

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

**COUNTY COUNSEL**

Yes by: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** Brenda Durbin    Digitally signed by Brenda Durbin  
Date: 2021.04.19 17:42:07 -07'00'

Date: \_\_\_\_\_

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

	<b>New Agreement/Contract</b>
X	<b>Amendment/Change Order Original Number</b>

**ORIGINATING COUNTY**

**DEPARTMENT: Health, Housing Human Services  
Social Services**

**PURCHASING FOR: Contracted Services**

**OTHER PARTY TO**

**CONTRACT/AGREEMENT: 19-21 Hoodland Senior Center**

**BOARD AGENDA ITEM**

**NUMBER/DATE:**

**DATE: 5/20/2021**

**PURPOSE OF**

**CONTRACT/AGREEMENT:**

Budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation

**H3S CONTRACT NUMBER: 9316**

Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9316

Subrecipient #: 20-005

Board Agenda #: 061319-A3, 062520-A6

Amendment Number: 5

Division: Social Services

Contractor: Hoodland Senior Center

Amendment Requested By: Brenda Durbin, Social Services Division Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the award budget of \$841.

---

This Amendment #5, when signed by the Hoodland Senior Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the award documents, superseding the original to the applicable extent indicated.

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2020 as may be amended ("agreement");

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

**I. Amend:**

**4. Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$82,291**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

**a. Grant Funds.** The COUNTY's funding of **\$37,155** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,400** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** The COUNTY's funding of **\$41,486** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$1,250** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

**To Read:**

- 4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$83,132**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
- c. **Grant Funds.** The COUNTY's funding of **\$37,996** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,400** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
- d. **Other Funds.** The COUNTY's funding of **\$41,486** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$1,250** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

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I. **Amend:** Exhibit 6 – Budget and Units of Services - Unit Cost Schedule

**Hoodland Senior Center**  
 Fiscal Year 2020-21

	OAA III B Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA IIIC2 Funds	OAA IID Funds	Required Match	NSIP Funds	Other State Funds	Ride Connection		LIHEAP Funds	OAA Prog Inc	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
									STF Funds	5310 Funds OR-65-012					
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	CARES Acts	16aaORT3PH		16AAORNSIP								
CFDA Number	93.044	93.045	93.045	93.045	93.043		93.053		N/A	20.513	N/A				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Case Management	853					95							53.7	\$948	\$15.89
Reassurance	1,060					118							67.0	\$1,178	\$15.82
Information & Assistance	3,122					347							425	\$3,469	\$7.34
Public Outreach	250					28							5	\$278	\$50.00
Transportation - OAA	1,000					111							200	\$1,111	\$5.00
OAA/NSIP Food Service		3,451	5,914	3,025		1,041	3,308					5,040	5,250	\$21,779	\$3.95
OAA Meal Prog. Mngt.		2,287	3,880	3,025		686							5,250	\$9,878	\$1.75
Site Purchased Meals-Restaurant		105	195	480		\$763							80	\$1,543	\$9.75
Evidence Based Health & Wellness Programs					5,200	0		0					104	\$5,200	\$50.00
Transp. - Ride Con Out of Dist.						0			4,375			250	500	\$4,625	\$8.75
STF - Van/Vol or Taxi						0			37,111			738	1,475	\$37,849	N/A
Ride Con - Vehicle Maint						600				2,400			N/A	\$3,000	N/A
LIHEAP Applicatoins						\$0					1,250		50	\$1,250	\$25.00
<b>TOTALS</b>	<b>\$6,285</b>	<b>\$5,843</b>	<b>\$9,989</b>	<b>\$6,530</b>	<b>\$5,200</b>	<b>\$3,789</b>	<b>\$3,308</b>	<b>\$0</b>	<b>\$41,486</b>	<b>\$2,400</b>	<b>\$1,250</b>	<b>\$6,028</b>		<b>\$92,107</b>	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

Contracted Amount	<u>\$82,291</u>
Federal Award Totals	\$33,025

Amend

**Hoodland Senior Center**  
 Fiscal Year 2020-21

	OAA III B Funds	OAA IIC1 Funds	OAA IIC2 Funds	OAA IIC2 Funds	OAA IICD Funds	Required Match	NSIP Funds	Other State Funds	Ride Connection		LIHEAP Funds	OAA Prog Inc	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE	
									STF Funds	5310 Funds OR-65-012						
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	CARES Acts	16aaORT3PH		16AAORNSIP									
CFDA Number	93.044	93.045	93.045	93.045	93.043		93.053		N/A	20.513	N/A					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	
Case Management	853					95							53.7	\$948	\$15.89	
Reassurance	1,060					118							67.0	\$1,178	\$15.82	
Information & Assistance	3,122					347							425	\$3,469	\$7.34	
Public Outreach	250					28							5	\$278	\$50.00	
Transportation - OAA	1,000					111							200	\$1,111	\$5.00	
OAA HDM Assessments				477		0							30	\$477	\$15.90	
OAA/NSIP Food Service		2,940	3,463	3,505		712	3,799					4,862	5,065	\$19,282	\$3.67	
OAA Meal Prog. Mngt.		4,271	5,031	3,025		1,034							5,065	\$13,361	\$2.43	
Evidence Based Health & Wellness Programs					5,200	0		0					104	\$5,200	\$50.00	
Transp. - Ride Con Out of Dist.						0			4,375			250	500	\$4,625	\$8.75	
STF - Van/Vol or Taxi						0			37,111			738	1,475	\$37,849	N/A	
Ride Con - Vehicle Maint						600				2,400			N/A	\$3,000	N/A	
LIHEAP Applicatoin						\$0					1,250		50	\$1,250	\$25.00	
<b>TOTALS</b>	<b>\$6,285</b>	<b>\$7,211</b>	<b>\$8,494</b>	<b>\$7,007</b>	<b>\$5,200</b>	<b>\$3,045</b>	<b>\$3,799</b>	<b>\$0</b>	<b>\$41,486</b>	<b>\$2,400</b>	<b>\$1,250</b>	<b>\$5,850</b>		<b>\$92,027</b>		

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

Contracted Amount \$83,132

Federal Award Totals \$33,389

Hoodland Senior Center  
Subrecipient Grant Agreement #20-005, Amendment 5

Except as set forth herein, COUNTY and SUBRECIPIENT ratify the remainder of this Agreement and affirm that no other changes are made hereby.

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

<b>Hoodland Senior Center</b>	<b>CLACKAMAS COUNTY</b>
By: <u>Robert Boertien</u> Robert Boertien, Board Chair	Commissioner: Tootie Smith, Chair Commissioner: Sonya Fischer Commissioner: Paul Savas Commissioner: Martha Schrader Commissioner: Mark Shull
Date <u>04/14/2021</u>	<b>Signing on Behalf of the Board:</b>
<b>Approved as to content:</b> <u>Elfa Vogel</u> Elfa Vogel, Center Manager	<u>Tootie Smith, Chair</u>
Date <u>04/14/2021</u>	<u>Date</u>







**DAN JOHNSON**  
DIRECTOR

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

May 13, 2021

Board of Commissioners  
Clackamas County  
Members of the Board:

Approval of Amendment No. 1 of the Intergovernmental Agreement with the  
Oregon Department of Transportation (ODOT) for the  
Transit Development Plan

<b>Purpose/ Outcomes</b>	Amend the Intergovernmental Agreement (IGA) with ODOT to shift funding from unneeded meetings to production of an Executive Summary Story Map. In addition, minor changes have been made to the project schedule.
<b>Dollar Amount and Fiscal Impact</b>	ODOT is directly contracting with the project consultant for the \$175,200 grant award. County staff time to assist in project completion has been through an in-kind match of \$23,891 which was funded by STIF funds.
<b>Funding Source</b>	No cash match is required.
<b>Duration</b>	From Amendment No. 1 execution date to through June 18, 2021.
<b>Previous Board Action</b>	<ul style="list-style-type: none"> <li>• June 7<sup>th</sup>, 2018 provided an approval to apply and a Resolution of Support for the Transit Development Plan grant submittal</li> <li>• September 20, 2018: Acceptance of TGM Grant Award for Clackamas County Transit Development Plan.</li> <li>• December 19, 2019. Executed the IGA with ODOT.</li> <li>• May 4, 2021: Discussion item at issues</li> </ul>
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Build a strong infrastructure</li> <li>• Grow a vibrant economy</li> </ul>
<b>Counsel Review</b>	Reviewed and approved by Counsel on 4/27/21 NB
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was this item processed through Procurement? <b>NO</b></li> <li>2. If no, provide brief explanation: <b>Item is a grant amendment</b></li> </ol>
<b>Contact Person</b>	Karen Buehrig, Long Range Planning Manager– Department of Transportation and Development – 971-291-8127

**BACKGROUND:**

The Department of Transportation and Development, Long Range Planning Program was awarded a Transportation and Growth Management (TGM) Grant to develop a Clackamas County Transit Development Plan. With six transit providers in Clackamas County (TriMet, South Metro Area Regional Transit (SMART), Canby Area Transit (CAT), South Clackamas Transportation District (SCTD), Sandy Area Metro (SAM), and the Mt. Hood Express administered by Clackamas County), a Transit Development Plan (TDP) is needed to provide strategic guidance for service improvements and integration between systems from a County perspective.

Additionally, in 2017, the Oregon Legislature passed Keep Oregon Moving (HB 2017), creating a new source of funds for transit projects. These funds, called State Transportation Improvement Fund (STIF), are available for transit projects both inside and outside of existing transit districts or service areas. Projects are required to be in a locally approved plan to be eligible for HB 2017 funding. Adopting the Clackamas County Transit Development Plan will allow the projects identified within the plan to be eligible for consideration for STIF funding.

While the majority of the project and contract with the consultant have been completed, the Amendment #1 to the IGA is necessary to incorporate the changes to the consultant contract through ODOT that allows a shift of funds from meetings that were not needed to the creation of an Executive Summary Story Map which will be a user friendly way to access information about the Transit Development Plan online. In addition, changes to the project schedule reflect delays that occurred throughout the project over the past year due to the impact of COVID-19.

IGA amendment #1 does not change the cost of the project or the County match requirements.

**RECOMMENDATION:**

Staff respectfully requests the BCC sign the attached Amendment Number 1 to the Grant Agreement No. 33964 for the Clackamas County Transit Development Plan with the Oregon Department of Transportation (ODOT).

Respectfully submitted,

*Karen Buehrig*

Karen Buehrig, Long Range Planning Manager  
Department of Transportation and Development

## **AMENDMENT NO. 1**

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as "ODOT" or "Agency", and Clackamas County, hereinafter referred to as "County", entered into an intergovernmental agreement on December 26, 2019 ("Agreement"). Said Agreement covers a Transportation and Growth Management grant for Clackamas County, Transit Development Plan.

It has now been determined by ODOT and County that the Agreement referenced above, although remaining in full force and effect, shall be amended to extend the agreement end date, and include an addendum to the Statement of Work. Except as expressly amended below, all other terms and conditions of the Agreement, are still in full force and effect.

**Exhibit A, the Statement of Work, shall be amended to include an addendum to the Statement of Work.**

**Paragraph A of Section 2 (Terms of Agreement); which currently reads:**

Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on June 18, 2021 ("Termination Date")."

**Shall be amended to read:**

Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on September 30, 2021 ("Termination Date")."

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are duly authorized, have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Clackamas County

By \_\_\_\_\_  
Official's Signature

Date \_\_\_\_\_

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Division Administrator or designee  
Policy, Data & Analysis Division

Date \_\_\_\_\_

Addendum  
to Exhibit A  
Statement of Work

All revisions to the original Statement of Work are shown as ~~strike-through~~ for deletions and **bold and underlined** for added text.

Task 1 shall be revised as follows:

**Task 1 Project Management and Grant Administration**

- 1.1 Refined Project Schedule – Consultant shall prepare a Refined Project Schedule showing the duration of work tasks and subtasks and dependencies between work tasks and including the subtask name, deliverable, start date of the deliverable and end or due date of the deliverable. Consultant shall distribute draft Refined Project Schedule to County and APM for review at PMT Meeting #1 and provide revised version to County and APM after meeting.
- 1.2 PMT Meetings / Conference Calls – Consultant shall schedule and lead the PMT Meetings / Conference Calls. The PMT will meet via conference call on an as-needed basis up to ~~18~~ **16** times throughout the Project. Consultant shall schedule PMT Meetings / Conference Calls within 5 business days after APM’s request. PMT Meetings / Conference Calls are anticipated to last an average of one hour. In addition, four in-person PMT meetings are specified within the individual tasks in this Statement of Work and Delivery Schedule (“SOW”).
- 1.3 Monthly Progress Reports – Throughout the duration of the Project, Consultant shall provide Monthly Progress Reports by the end of each calendar month. Monthly Progress Reports must include updates on the status of deliverables, upcoming work and scope, budget or schedule issues. As part of Monthly Progress Reports, Consultant shall update Refined Project Schedule and distribute updated Refined Project Schedule to County and APM, provided that all changes to the Refined Project Schedule shall require the approval of County and the APM.
- 1.4 TAC & PAC Rosters – County shall organize and prepare TAC and PAC Rosters including names and contact information.

TAC - County shall solicit TAC members to include, but not be limited to, representatives from the following:

- a. County staff (Transportation Planning, Social Services, Public Health, Public and Government Affairs)
- b. ODOT Region 1 Regional Transit Coordinator
- c. Transit providers operating in Clackamas County (TriMet, SMART, CAT, SAM, SCTD, Mt. Hood Express)
- d. Staff from cities within Clackamas County

- e. Clackamas Community College
- f. Department of Land Conservation and Development

PAC - County shall solicit PAC members to include, but not be limited to, representatives from the following:

- a. County staff (Transportation Planning, Social Services, Public Health)
- b. One or two transit providers operating within Clackamas County
- c. Business community (Chamber of Commerce/Large employers)
- d. School Districts within Clackamas County
- e. Minority/Underserved Communities
- f. Low-income communities
- g. Seniors
- h. Disabled users or advocates
- i. Clackamas County Housing Authority

- 1.5 ~~Project Meetings—Consultant shall prepare for and attend up to 2 project meetings throughout the Project as needed with the TAC, PAC, Planning Commission, Board of Commissioners or other stakeholder groups within 15 business days after APM’s request. County shall prepare an agenda for each meeting. County shall facilitate, distribute information, advertise meetings if necessary and perform logistics. County shall prepare a summary of each meeting and send electronically to all attendees.~~  
**Executive Summary Story Map – Consultant shall prepare an online “story map” that showcases the short-, medium-, and long-term project recommendations in an interactive online map. Additional content from the Executive Summary (Task 5.6) must be included as necessary, determined by PMT, to provide context for the project recommendations. Executive Summary Story Map may include the existing transit network in Clackamas County, project recommendation tables, and how projects were selected for short-, medium, and long-term.**

#### County Deliverables

- 1.A Project Schedule review and comments (Subtask 1.1)
- 1.B PMT Meetings / Conference Calls, up to ~~18~~**16** (Subtask 1.2)
- 1.C TAC & PAC Rosters (Subtask 1.4)
- 1.D Project Meetings (up to 2) (Subtask 1.5)

#### Consultant Deliverables

- 1.A Refined Project Schedule (Subtask 1.1)
- 1.B PMT Meetings / Conference Calls, up to ~~18~~**16** (Subtask 1.2)
- 1.C Monthly Progress Reports (Subtask 1.3)
- 1.D ~~Project Meetings (up to 2)~~**Executive Summary Story Map** (Subtask 1.5).

Project Schedule shall be revised as follows:

**SCHEDULE**

<b>Task # &amp; Description</b>	<b>Project Schedule</b>
Task 1: Project Management and Grant Administration	Throughout Project Timeline
Task 2: Public Engagement Plan & Project Schedule Refinement	January 2020 – <del>February 2020</del> <b>June 2021</b>
Task 3: Existing Conditions and Needs Analysis	February 2020 – <del>April</del> <b>August</b> 2020
Task 4: Scenario Development to increase accessibility	June 2020 – <del>September</del> <b>November</b> 2020
Task 5: Project Prioritization & Cost Estimates	September 2020 – <del>November</del> 2020 <b>February 2021</b>
Task 6: Final Report & Approval Process	November 2020 – <del>January</del> <b>June</b> 2021

Consultant Deliverable Table shall be revised as follows:

**Consultant Deliverable Table**

<b>Task</b>	<b>Deliverable</b>	<b>Fixed unit price</b>	<b>Max Quantity</b>	<b>Total</b>
<b>Task 1 Project Management and Grant Administration</b>				
1.A	Refined Project Schedule (Subtask 1.1)	\$900	1	\$900
1.B	PMT Meetings / Conference Calls (Subtask 1.2)	\$430	<del>18</del> <b>16</b>	<del>\$7,740</del> <b>\$6,880</b>
1.C	Monthly Progress Reports (Subtask 1.3)	\$170	<del>18</del> <b>16</b>	<del>\$3,060</del> <b>\$2,720</b>
1.D	<del>Project Meetings (2)</del> <b>Executive Summary Story Map</b> (Subtask 1.5)	<del>\$2,250</del> <b>\$5,700</b>	<del>2</del> <b>1</b>	<del>\$4,500</del> <b>\$5,700</b>
<b>Task 2 Public Engagement Plan , Background and Existing Conditions</b>				
2.A	Title VI Assessment Report (Subtask 2.1)	\$2,900	1	\$2,900
2.B	Public Engagement Plan (Subtask 2.2)	\$3,100	1	\$3,100
2.C	PMT Meeting #1 (Subtask 2.3)	\$2,800	1	\$2,800
2.D	Materials for Project Web Page, Project Factsheet, and Online Commenting Map (Subtask 2.4)	\$4,550	1	\$4,550
2.E	Background Information and Existing Conditions Memo (Subtask 2.5)	\$13,400	1	\$13,400
2.F	TAC Meeting #1 (Subtask 2.6)	\$3,200	1	\$3,200
2.G	PAC Meeting #1 (Subtask 2.7)	\$3,000	1	\$3,000
<b>Task 3 Needs Analysis</b>				



<b>Task</b>	<b>Deliverable</b>	<b>Fixed unit price</b>	<b>Max Quantity</b>	<b>Total</b>
3.A	Draft Memo #1: Goals, Objectives and Performance Measures (Subtask 3.2)	\$5,300	1	\$5,300
3.B	Draft Memo #2: Existing Conditions and Needs Identification (Subtask 3.3)	\$10,600	1	\$10,600
3.C	Outreach Effort #1 Online Survey (Subtask 3.4)	\$4,500	1	\$4,500
3.D	Outreach Effort #1 Promotion Support (Subtask 3.4)	\$2,500	1	\$2,500
3.E	Outreach Effort #1 In-person Events (4) (Subtask 3.4)	\$8,100	1	\$8,100
3.F	Outreach Effort #1 Summary (Subtask 3.4)	\$2,200	1	\$2,200
3.G	PMT Meeting #2 (Subtask 3.5)	\$2,300	1	\$2,300
3.H	TAC Meeting #2 (Subtask 3.6)	\$3,200	1	\$3,200
3.I	PAC Meeting #2 (Subtask 3.7)	\$3,000	1	\$3,000
3.J	Final Memo #1: Goals, Objectives and Performance Measures (Subtask 3.8)	\$1,000	1	\$1,000
3.K	Final Memo #2: Existing Conditions and Needs Identification (Subtask 3.9)	\$1,750	1	\$1,750
<b>Task 4 Future Service Opportunities and Evaluation</b>				
4.A	Memo #3: Assessment of Future Service Opportunities and Costs (Subtask 4.1)	\$7,250	1	\$7,250
4.B	Draft Memo #4: Future Solution Strategies (Subtask 4.2)	\$10,550	1	\$10,550
4.C	Outreach Effort #2 Online Survey (Subtask 4.3)	\$4,500	1	\$4,500
4.D	Outreach Effort #2 Promotion Support (Subtask 4.3)	\$1,900	1	\$1,900
4.E	Outreach Effort #2 In-person Events (4) (Subtask 4.3)	\$8,100	1	\$8,100
4.F	Outreach Effort #2 Summary (Subtask 4.3)	\$2,200	1	\$2,200
4.G	PMT Meeting #3 (Subtask 4.4)	\$2,300	1	\$2,300
4.H	TAC Meeting #3 (Subtask 4.5)	\$3,200	1	\$3,200
4.I	PAC Meeting #3 (Subtask 4.6)	\$3,000	1	\$3,000
4.J	Final Memo #4: Future Solution Strategies (Subtask 4.7)	\$2,400	1	\$2,400
<b>Task 5 Draft CCTDP</b>				
5.A	CCTDP Outline and Draft CCTDP (Subtask 5.1)	\$9,700	1	\$9,700
5.B	PMT Meeting #4 (Subtask 5.2)	\$2,300	1	\$2,300

<b>Task</b>	<b>Deliverable</b>	<b>Fixed unit price</b>	<b>Max Quantity</b>	<b>Total</b>
5.C	TAC Meeting #4 (Subtask 5.3)	\$3,200	1	\$3,200
5.D	PAC Meeting #4 (Subtask 5.4)	\$3,000	1	\$3,000
5.E	Revised Draft CCTDP (Subtask 5.5)	\$2,200	1	\$2,200
5.F	Executive Summary (Subtask 5.6)	\$5,600	1	\$5,600
<b>Task 6 Final CCTDP &amp; Approval Process</b>				
6.A	Clackamas County Planning Commission Hearing (Subtask 6.1)	\$2,250	1	\$2,250
6.B	C4 Meeting (Subtask 6.2)	\$1,800	1	\$1,800
6.C	Final CCTDP (Subtask 6.3)	\$1,200	1	\$1,200
<b>Contingent Task</b>				
7.C	Contingent Transit Survey	\$4,950	1	\$4,950
<b>Project Total</b>				<b>\$175,200</b>



**DAN JOHNSON**  
DIRECTOR

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

May 13, 2021

Board of Commissioners  
Clackamas County

Members of the Board:

A Board Order Adopting the Vacation of Midway Street

<b>Purpose/Outcomes</b>	Vacates a portion of Midway Street
<b>Dollar Amount and Fiscal Impact</b>	Application and processing fee received.
<b>Funding Source</b>	N/A
<b>Duration</b>	Upon execution; permanent vacation.
<b>Previous Board Action</b>	5/4/21: Discussion item at issues.
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Counsel Review</b>	Date of Counsel Review on 03/03/2021 NB
<b>Procurement Review</b>	This Item was not processed through Procurement This is a road vacation
<b>Contact Person</b>	Doug Cutshall, Engineering Technician 503-742-4669

**BACKGROUND**

Midway Street is a 50 foot wide right of way that connects to a 20 foot wide unnamed road both dedicated to the public via the plat of Carver, Plat No. 419, August 7, 1917, Clackamas County Plat Records, said plat being situated in the SW1/4 of Section 18, T.2 S., R.3 E. A steep escarpment at the end of and parallel to both rights of way would make construction dangerous and costly. Portions of these rights of way have been marginally improved by the petitioner, and predecessors in title. The petitioner would utilize the vacated right of way for business expansion and parking.

The 100 foot long portion of Midway Street and 104 foot long unnamed road to be vacated contains approximately 7,877 square feet of right-of-way that serves no public need and is not a benefit to the traveling public. Access to adjoining properties and area traffic flow will not be affected by vacating these portions of road right of way.

The Petition to Vacate under ORS 368.341 has been filed with the determined fee and, acknowledged signatures of owners of 100 percent of private property proposed to be vacated

and acknowledged signatures of owners of 100 percent of property abutting the public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

Midway Street and unnamed road lie within the City of Happy Valley or their Urban Growth Boundary and, per ORS 368.361(3), the City must concur by resolution or order with the County's findings in this road vacation in order for the vacation to take effect.

Oregon Department of Transportation, Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, and the City of Happy Valley, along with all local utility companies have been contacted and do not have any objections to this vacation.

**RECOMMENDATION**

Staff respectfully recommends that the Board adopt the attached Board Order approving the vacation of this portion of Midway Street and the portion of an unnamed road right of way.

Sincerely,

*Douglas Cutshall*

Douglas Cutshall

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

In the matter of the Vacation of  
Midway Street, and an Unnamed Road,  
situated In the SW1/4 of  
Section 18, T.2 S., R.3 E., W.M.  
Clackamas County, Oregon



Board Order No. \_\_\_\_\_

Page 1 of 2

This matter coming before the Board of County Commissioners at this time and appearing to the Board that in accordance with ORS 368.341 and pursuant to ORS 368.346, a petition has been filed with the determined fee, and a written report finding this vacation to be in the public interest from the County Road Official, Dan Johnson, Director, have been submitted in the matter of the vacation of a portion of Midway Street and an unnamed right of way, both being Non-Maintained Local Access Roads, described as follows:

All of that portion of Midway Street and an unnamed portion of right of way in Carver, Plat No. 419, Clackamas County Plat Records, situated in the SW1/4 of Section 18, T.2 S., R.3 E., W.M. Clackamas County, Oregon;  
Midway Street, lying south of, and between, the southerly right of way line of State Highway 224, and the north line of Lot 1, Block 2, First Addition to Carver, Plat No. 491, Clackamas County Plat Records. Together with a portion of an Unnamed 20 foot wide road being all that portion of right of way lying one foot east of and between the southerly projection of the west line of Lot 10, Block 4, said Carver plat and, the southerly projection of the east line of Lot 11, Block 4, of said Carver plat, and as shown on attached Exhibit "A", being made a part of this description.

**Whereas** the Board having read said petition and report from the County Road Official, have determined the vacation of the above described portions of roadway to be in the public interest; and,

**Whereas** Midway Street lies within the urban growth boundary and adjacent to the City of Happy Valley and an unnamed portion of right of way lies within the City of Happy Valley and per ORS 368.361(3) the Happy Valley City Council, having read the Road Officials Report and Staff Report, has concurred, by City Resolution 21-02, with the findings contained in those reports and agrees that this road vacation is in the public interest; and,

**Whereas** Oregon Department of Transportation, Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies, have been contacted and do not have any objections to this vacation; now therefore,

**IT IS HEREBY ORDERED**, that the Board adopts as its own, the findings and conclusions contained in the written report from the County Road Official dated October 28, 2020; and,

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

In the matter of the Vacation of  
Midway Street, and an Unnamed Road,  
situated In the SW1/4 of  
Section 18, T.2 S., R.3 E., W.M.  
Clackamas County, Oregon



Board Order No. \_\_\_\_\_  
Page 2 of 2

**IT IS HEREBY ORDERED** that the attached described portion of Midway Street and Unnamed Road, containing 7,877 square feet, more or less, as described herein and as illustrated on Exhibit "A" be vacated; and,

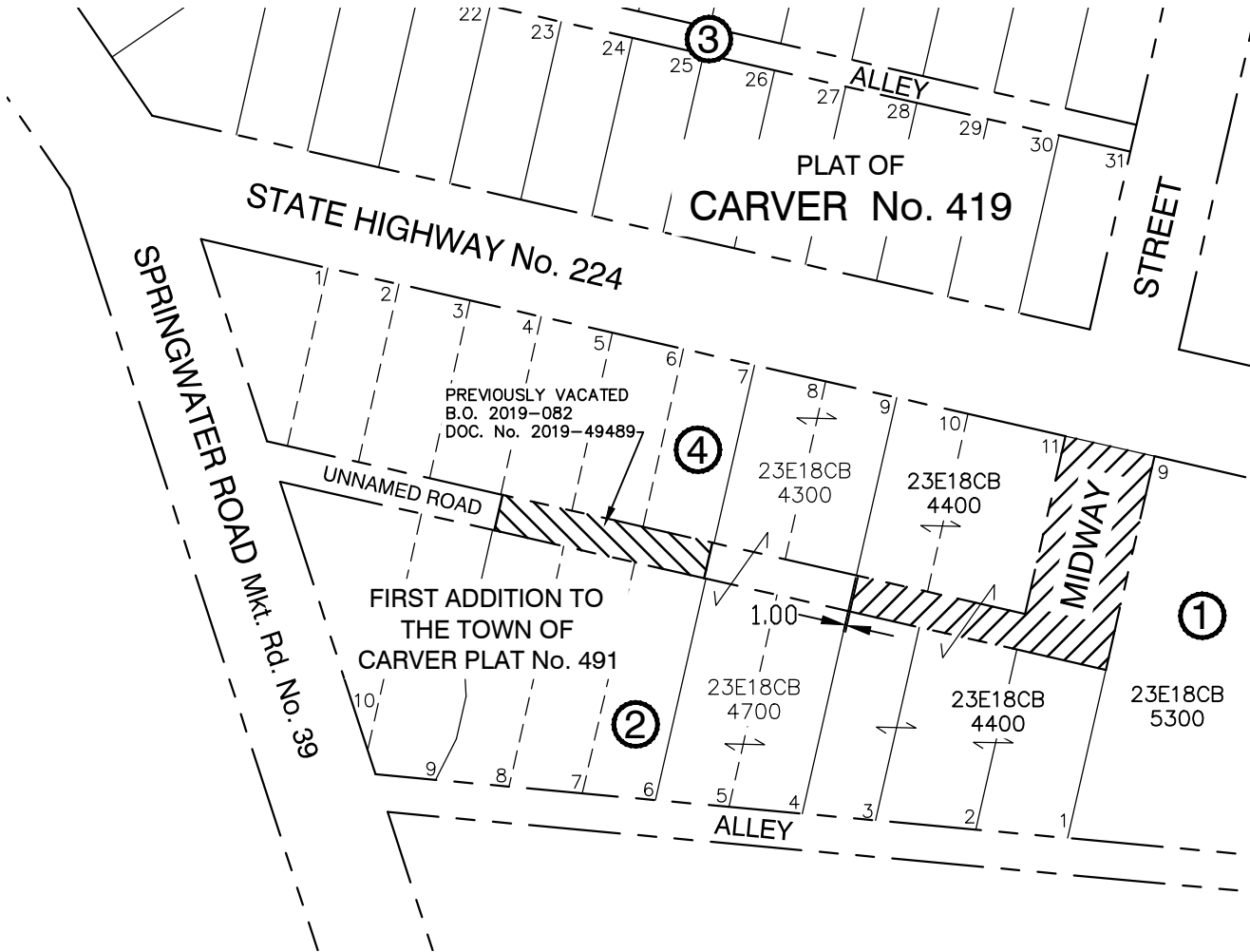
**IT IS FURTHER ORDERED**, that this Order and attached exhibits be recorded in the Deed Records for Clackamas County and that a copy be filed with the County Surveyor, County Assessor, and Finance Office/Fixed Assets.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

SITUATED IN THE SW<sup>1</sup>/<sub>4</sub> OF  
SECTION 18, T.2S., R.3E., W.M.



**LEGEND**



VACATED AREA  
7,877 Sq. Ft.



SCALE 1" = 100'

## MEMORANDUM

TO: Board of Commissioners

FROM: Dan Johnson, Director D.T.D.

DATE: October 28, 2020

SUBJ: **ROAD OFFICIAL'S REPORT FOR THE VACATION OF MIDWAY STREET  
AND AN UNNAMED RIGHT OF WAY**

**LOCATION:** Midway Street and the unnamed right of way, situated in the SW1/4 of Section 18, T.2 S., R.3 E., W.M. and Carver, Plat No. 419.

**FACTS AND FINDINGS:** Midway Street is a 50 foot wide right of way that connects to a 20 foot wide unnamed road both dedicated to the public via the plat of Carver, Plat No. 419, August 7, 1917, Clackamas County Plat Records. A steep escarpment at the end of and parallel to both rights of way would make construction dangerous and costly. Portions of these rights of way have been marginally improved by the petitioner, and predecessors in title.

The 120 foot long portion of Midway Street and 94 foot long unnamed road to be vacated contains approximately 7,877 square feet of right-of-way that serves no public need and is not a benefit to the traveling public. Access to adjoining properties and area traffic flow will not be affected by vacating these portions of road right of way.

The Petition to Vacate under ORS 368.341 has been filed with the determined fee and, acknowledged signatures of owners of 100 percent of private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting the public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

Midway Street lies within the City of Happy Valley's Urban Growth Boundary and, per ORS 368.361(3), the City must concur by resolution or order with the County's findings in this road vacation in order for the vacation to take effect.

Oregon Department of Transportation, Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, and the City of Happy Valley, along with all local utility companies have been contacted and do not have any objections to this vacation.

To determine whether the proposed vacation is in the public interest, an analysis of Clackamas County Code 7.03.095(A)(4) is required. Said Code criteria are as follows;

a. Whether the vacation would inhibit or preclude access to an abutting property, and whether an access reservation would be adequate to protect that access;

Finding: Vacating this right of way would not inhibit or preclude access to any abutting property. Access to abutting properties is available via State Highway 212 and a 20 foot wide public right of way along the bottom of the escarpment.

b. Whether it is physically possible to build a road that meets contemporary standards over the existing terrain or right of way;



Finding: It may be physically possible to build a road that meets contemporary standards however the right of way only serves the petitioners property.

c. Whether it is economically feasible to build a road that meets contemporary standards over the existing terrain or right of way;

Finding: It may be economically feasible to build a road in a portion of this right of way however it will not provide access to any property other than the owners.

d. Whether there is another nearby road that can effectively provide the same access as the right-of-way to be vacated;

Finding: There are several nearby roads that effectively provide the same access.

e. Whether the right-of-way to be vacated has present or future value in terms of development potential, use in transportation linkages, or use in road replacements;

Finding: The right of way has no present or future value.

f. Whether there are present and future likely benefits of the right-of way to the traveling public;

Finding: There are no present and future likely benefits of the right of way to the traveling public.

g. Whether anticipated growth or changes in use of the surrounding area are likely to impact the future use of the right-of-way proposed to be vacated;

Finding: There are no anticipated impacts to the future use of the right of way proposed to be vacated.

h. Whether the right-of-way proposed to be vacated leads to a creek, river, or other waterway that can be used for public recreation; and

Finding: Not applicable.

i. Whether the right-of-way proposed to be vacated leads to federal, state or local public lands that can be used for public recreation.

Finding: Not applicable.

After considering traffic impacts, fiscal impacts, and social impacts, it appears to be in the public interest to vacate the area petitioned.

It is my assessment to support the subject vacation.

Pursuant to ORS 368.351 and County policy, the Board may make its determination in the matter of this vacation without a public hearing. This is allowed when there is acknowledged signatures of owners of 100 percent of private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting any public property proposed to be vacated, this Road Official's Report is submitted, and there is no controversy related to the proposed vacation.

Dan Johnson

**CITY OF HAPPY VALLEY  
RESOLUTION 21-02**

**MIDWAY STREET VACATION – RESOLUTION OF SUPPORT**

WHEREAS, Per ORS 368.361(3) when a road or public property to be vacated lies in county jurisdictions within a city, each jurisdiction can choose to conduct separate vacations or concur by resolution or order, with the findings of the county governing body; and,

WHEREAS, the City of Happy Valley has reviewed the materials submitted by Clackamas County regarding the proposed vacation of the portion of Midway Street illustrated in EXH A; and,

WHEREAS, the City Council finds no reason not to support the proposed street vacation which will benefit surrounding property/business owners located in both the city limits and unincorporated Clackamas County; and,

WHEREAS, the City Council supports the notion of having a single Board Order satisfy the vacation request (versus having two public hearings).


**NOW THEREFORE, THE CITY OF HAPPY VALLEY RESOLVES AS FOLLOWS:**

Section 1. The City of Happy Valley City Council supports the proposed vacation of a portion of Midway Street by Board Order per the provisions of ORS.368.361(3).

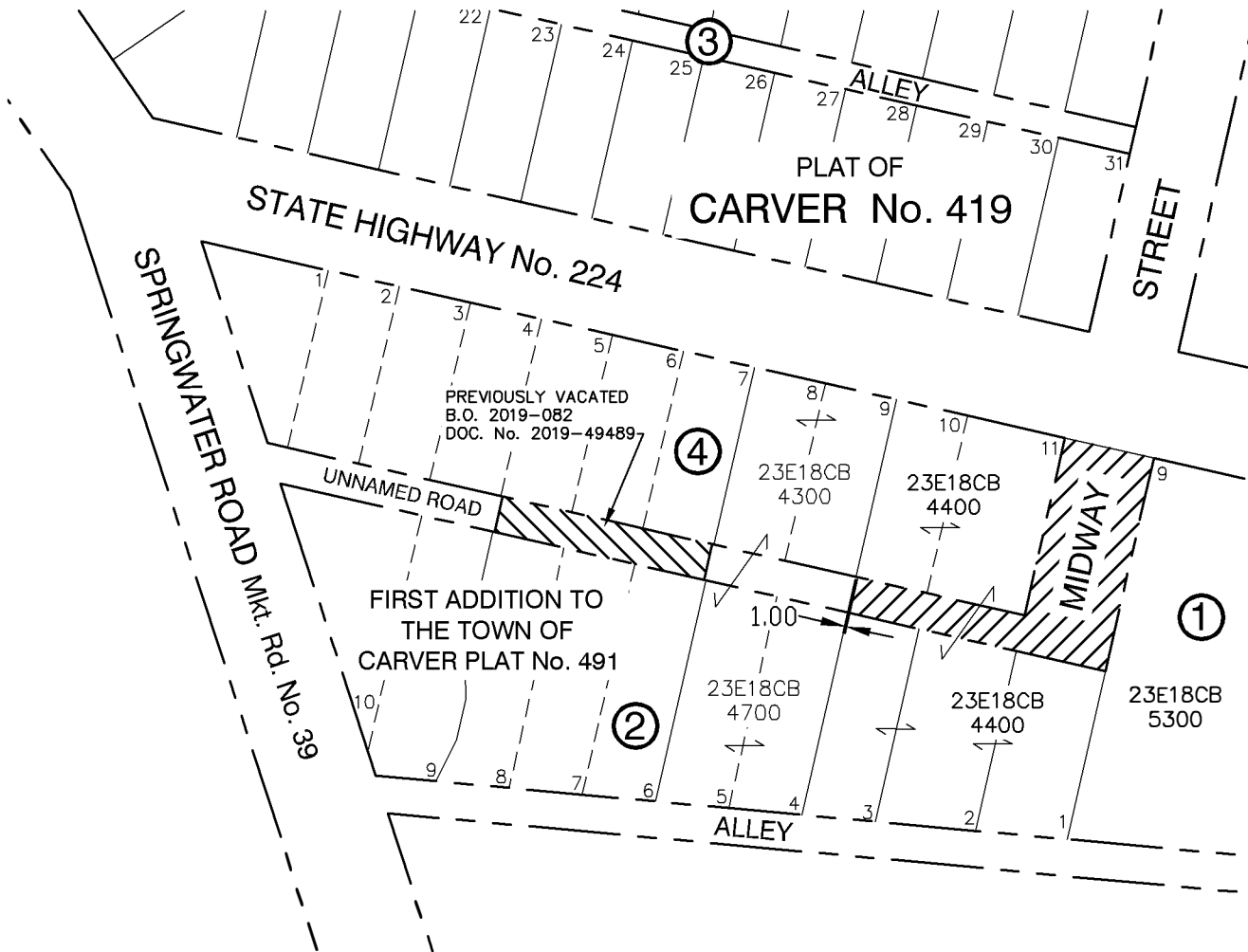
Resolution 21-02 is enacted by the City Council of the City of Happy Valley, this 19th day of January 2021.

  
\_\_\_\_\_  
Tom Ellis  
Mayor

ATTEST:

  
\_\_\_\_\_  
Kara Kerpan  
City Recorder

SITUATED IN THE SW<sup>1</sup>/<sub>4</sub> OF  
SECTION 18, T.2S., R.3E., W.M.



LEGEND



VACATED AREA  
7,877 Sq. Ft.



SCALE 1" = 100'



**DAN JOHNSON**  
DIRECTOR

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

May 13, 2021

Board of Commissioners  
Clackamas County

Members of the Board:

A Board Order Adopting the Vacation of a Portion of Shafford Street

<b>Purpose/Outcomes</b>	Vacates a Portion of Shafford Street
<b>Dollar Amount and Fiscal Impact</b>	Application and processing fee received.
<b>Funding Source</b>	N/A
<b>Duration</b>	Upon execution; permanent vacation.
<b>Previous Board Action</b>	5/4/21: Discussion item at issues
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Counsel Review</b>	Reviewed and approved by County Counsel on 4/28/21 NB
<b>Procurement Review</b>	This Item was not processed through Procurement This is a road vacation
<b>Contact Person</b>	Doug Cutshall, Engineering Technician 503-742-4669

**BACKGROUND**

Shafford Street, County Road Number 465, established through petition and road viewers April 9, 1896, is partially unconstructed, that portion being the object of this road vacation. A portion of Shafford Street, remains almost as it was in 1896 because of the steep terrain making the construction of a modern road very unlikely as well as costly. The petitioner and the City of Estacada wish to vacate that unconstructed portion of Shafford Street to be a part of a downtown improvement project. This portion of Shafford Street right of way has been vacant and unused for 124 years, and is of no public need and is not a benefit to the traveling public.

The portion to be vacated contains approximately 19,915 square feet. Vacating this portion of road right of way will not affect area traffic flow or deprive public access to adjoining properties.

The Petition to Vacate under ORS 368.341 has been filed with the determined fee and acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

Shafford Street lies within the City of Estacada's Urban Growth Boundary and, per ORS 368.361(3) will concur by city resolution with the County's findings in this road vacation.

Oregon Department of Transportation, the City of Estacada, Clackamas County Department of

Transportation Maintenance, Engineering, Planning, Traffic Divisions, and all local utility companies, have been contacted and do not have any objections to this vacation.

**RECOMMENDATION**

Staff respectfully recommends that the Board adopt the attached Board Order approving the vacation of this portion of Shafford Street, County Road Number 465.

Sincerely,

*Douglas Cutshall*

Douglas Cutshall

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

In the matter of the Vacation of  
A portion of Shafford Street,  
County Road No. 465, situated  
In Section 28, T.3 S., R.4 E., W.M.  
Clackamas County, Oregon



Board Order No. \_\_\_\_\_

Page 1 of 1

This matter coming before the Board of County Commissioners at this time and appearing to the Board that in accordance with ORS 368.341 and pursuant to ORS 368.346, a petition has been filed with the determined fee, and a written report finding this vacation to be in the public interest from the County Road Official, Dan Johnson, Director, have been submitted in the matter of the vacation of a portion of Shafford Street, County Road No. 465, described as follows:

All of that portion of Shafford Street, County Road No. 465, as depicted in First Addition to Estacada, Plat No. 151 and, E.L. Fraley's Subdivision of a Tract of Land, Plat No. 172, Clackamas County Plat Records, situated in the northwest ¼ of Section 28, T.3 S., R.4 E., W.M., Clackamas County, Oregon, lying one foot south of and between the westerly extension of the north line of Lot 4, of said E.L. Fraley's Subdivision, and the northerly right of way of State Highway 224, as shown on attached Exhibit "A", being a part of this description.

**Whereas** the Board having read said petition and report from the County Road Official, have determined the vacation of the above described portion of roadway to be in the public interest; and,

**Whereas** Shafford Street lies within the City of Estacada and per ORS 368.361(3) the Estacada City Council, having read the Road Officials Report and, Staff Report, has concurred with the County's findings by City Resolution 2020-020, for this road vacation and,

**Whereas** Oregon Department of Transportation, Clackamas County Departments of Transportation Maintenance, , Engineering, Planning, Traffic, along with all local utility companies, have been contacted and do not have any objections to this vacation; now therefore,

**IT IS HEREBY ORDERED**, that the Board adopts as its own, the findings and conclusions contained in the written report from the County Road Official dated July 10, 2020; and,

**IT IS HEREBY ORDERED** that the attached described portion of Shafford Street, County Road No. 465, containing, 19,915 square feet, more or less, be vacated; and,

**IT IS FURTHER ORDERED**, that this Order and attached exhibits be recorded in the Deed Records for Clackamas County and that a copy be filed with the County Surveyor, County Assessor, and Finance Office/Fixed Assets.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

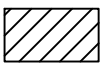
\_\_\_\_\_  
Recording Secretary

SITUATED IN THE CITY OF ESTACADA  
 IN THE NW 1/4 OF SECTION 28, T.3S., R.4E., W.M.,  
 CLACKAMAS COUNTY, OREGON

**EXHIBIT "A"**

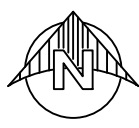


**LEGEND:**

 AREA TO BE VACATED (19,915 SF±)

\*FIRST ADDITION TO ESTACADA PLAT # 151 BLOCK 36 LOTS 1-6

\*\*E.L. FRALEY'S SUBDIVISION PLAT # 0172 LOTS 4-9



SCALE: 1" = 100'

CITY OF ESTACADA  
 SHAFFORD STREET VACATION  
 CLACKAMAS COUNTY, OREGON

CURRAN-McLEOD, INC.  
 CONSULTING ENGINEERS

6655 S.W. HAMPTON ST., SUITE 210  
 PORTLAND, OREGON 97223  
 PHONE (503) 684-3478

## MEMORANDUM

TO: Board of Commissioners

FROM: Dan Johnson, Director D.T.D.

DATE: July 10, 2020

SUBJ: **ROAD OFFICIAL'S REPORT FOR THE VACATION OF A PORTION OF, SHAFFORD STREET**

**LOCATION:** Shafford Street, County Road Number 465, Located in the City of Estacada, is situated in the NW1/4 of Section 28, T.3 S., R.4 E., W.M., Clackamas County, Oregon

**FACTS AND FINDINGS:** Shafford Street, County Road Number 465, established through petition and road viewers April 9, 1896, is partially unconstructed, that portion being the object of this road vacation. A portion of Shafford Street, remains almost as it was in 1896 because of the steep terrain making the construction of a modern road very unlikely as well as costly. The petitioner and the City of Estacada wish to vacate that unconstructed portion of Shafford Street to be a part of a downtown improvement project. This portion of Shafford Street right of way has been unimproved for 124 years, and is of no public need and is not a benefit to the traveling public.

The portion to be vacated contains approximately 19,915 square feet. Vacating this portion of road right of way will not affect area traffic flow or deprive public access to adjoining properties.

The Petition to Vacate under ORS 368.341 has been filed with the determined fee and, acknowledged signatures of owners of 100 percent of private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting the public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

Shafford Street lies within the City of Estacada's Urban Growth Boundary and, per ORS 368.361(3), the City must concur by resolution or order with the County's findings in this road vacation in order for the vacation to take effect.

Oregon Department of Transportation, Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, and the City of Estacada, along with all local utility companies have been contacted and do not have any objections to this vacation.



To determine whether the proposed vacation is in the public interest, an analysis of Clackamas County Code 7.03.095 (4) (A) is required. Said Code criteria are as follows;

a. Whether the vacation would inhibit or preclude access to an abutting property, and whether an access reservation would be adequate to protect that access;

Finding: Vacating this right of way would not inhibit or preclude access to any abutting property. Access to abutting properties is still available via the remaining Shafford Street and Espinosa Street.

b. Whether it is physically possible to build a road that meets contemporary standards over the existing terrain or right of way;

Finding: It is not physically possible to build a road that meets contemporary standards because of the very steep cross slope.

c. Whether it is economically feasible to build a road that meets contemporary standards over the existing terrain or right of way;

Finding: It may be economically feasible to build a road in a portion of this right of way however retaining wall construction will drive up the cost and out weigh the benefits of a road in this location.

d. Whether there is another nearby road that can effectively provide the same access as the right-of-way to be vacated;

Finding: There are several nearby roads that effectively provide the same access.

e. Whether the right-of-way to be vacated has present or future value in terms of development potential, use in transportation linkages, or use in road replacements;

Finding: The right of way has no present or future value.

f. Whether there are present and future likely benefits of the right-of way to the traveling public;

Finding: There are no present and future likely benefits of the right of way to the traveling public.

g. Whether anticipated growth or changes in use of the surrounding area are likely to impact the future use of the right-of-way proposed to be vacated;

Finding: There are no anticipated impacts to the future use of the right of way proposed to be vacated.

h. Whether the right-of-way proposed to be vacated leads to a creek, river, or other waterway that can be used for public recreation; and

Finding: Not applicable.

i. Whether the right-of-way proposed to be vacated leads to federal, state or local public lands that can be used for public recreation.

Finding: Not applicable.

It is my assessment that the proposed vacation is in the public interest.

**RESOLUTION 2020-020**

**A RESOLUTION OF THE ESTACADA CITY COUNCIL CONCURRING WITH CLACKAMAS COUNTY'S INTENT TO VACATE PORTIONS OF SHAFFORD STREET WITHIN THE CITY LIMITS**

**WHEREAS**, Clackamas County has received a petition from William Hilands, an adjacent property owner, requesting the vacation of the Shafford Street right-of-way south of Jeremy Loveless Avenue (Exhibit A), which is under the jurisdiction of Clackamas County; and

**WHEREAS**, Clackamas County has read the petition and prepared the County Road Official Report (Exhibit B), and has determined the vacation of the above described portion of Shafford Street to be in the public interest; and

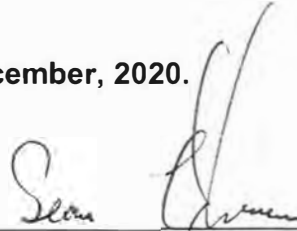
**WHEREAS**, all impacted property owners have signed a consent form agreeing to the vacation; and

**WHEREAS**, the Oregon Department of Transportation, Clackamas County Departments of Transportation, Maintenance, Engineering, Planning, and Traffic, along with all local utility companies, have been contacted and do not have any objections to this vacation; and

**WHEREAS**, Shafford Street lies within the City of Estacada and per ORS 368.361(3) the Estacada City Council is required to concur with the County's intent before the vacation can be approved.

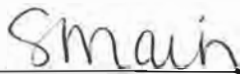
**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Estacada hereby concurs with the County's findings in approval of the vacation of Shafford Street south of Jeremy Loveless Avenue.

**Passed and effective this 14<sup>th</sup> day of December, 2020.**



Sean Drinkwine, Mayor

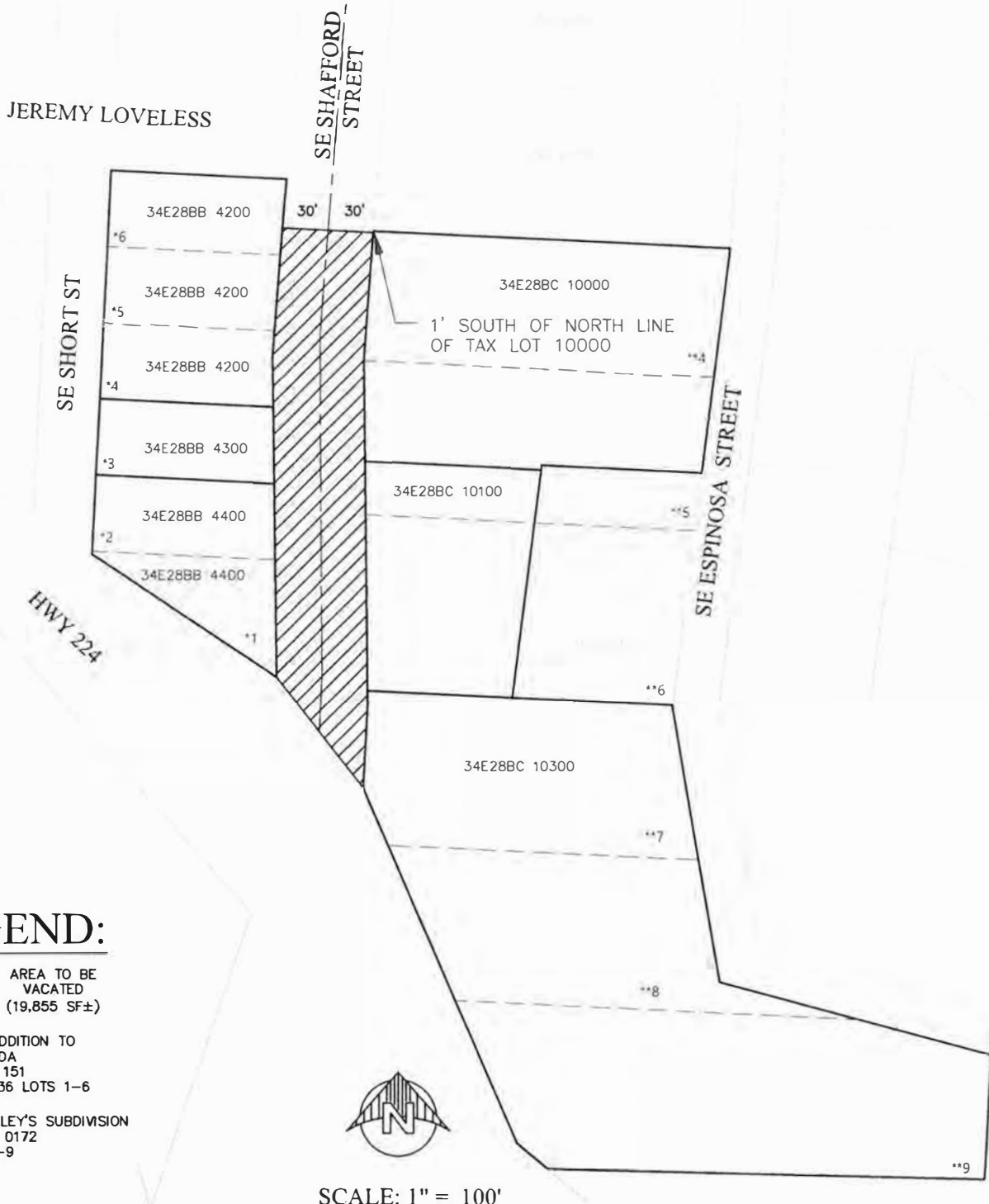
ATTEST:



Sadie Main, CMC, City Recorder

SITUATED IN THE CITY OF ESTACADA  
 IN THE NW 1/4 OF SECTION 28, T.3S., R.4E., W.M.,  
 CLACKAMAS COUNTY, OREGON

EXHIBIT "A"



**LEGEND:**

 AREA TO BE VACATED (19,855 SF±)

\*FIRST ADDITION TO ESTACADA PLAT # 151 BLOCK 36 LOTS 1-6

\*\*E.L. FRALEY'S SUBDIVISION PLAT # 0172 LOTS 4-9

SCALE: 1" = 100'

CITY OF ESTACADA  
 SHAFFORD STREET VACATION  
 CLACKAMAS COUNTY, OREGON

CURRAN-McLEOD, INC.  
 CONSULTING ENGINEERS

6655 S.W. HAMPTON ST., SUITE 210  
 PORTLAND, OREGON 97223  
 PHONE (503) 684-3478

# Exhibit B

## MEMORANDUM

TO: Board of Commissioners

FROM: Dan Johnson, Director D.T.D.

DATE: July 10, 2020

SUBJ: **ROAD OFFICIAL'S REPORT FOR THE VACATION OF A PORTION OF, SHAFFORD STREET**

**LOCATION:** Shafford Street, County Road Number 465, Located in the City of Estacada, is situated in the NW1/4 of Section 28, T.3 S., R.4 E., W.M., Clackamas County, Oregon

**FACTS AND FINDINGS:** Shafford Street, County Road Number 465, established through petition and road viewers April 9, 1896, is partially unconstructed, that portion being the object of this road vacation. A portion of Shafford Street, remains almost as it was in 1896 because of the steep terrain making the construction of a modern road very unlikely as well as costly. The petitioner and the City of Estacada wish to vacate that unconstructed portion of Shafford Street to be a part of a downtown improvement project. This portion of Shafford Street right of way has been unimproved for 124 years, and is of no public need and is not a benefit to the traveling public.

The portion to be vacated contains approximately 19,915 square feet. Vacating this portion of road right of way will not affect area traffic flow or deprive public access to adjoining properties.

The Petition to Vacate under ORS 368.341 has been filed with the determined fee and, acknowledged signatures of owners of 100 percent of private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting the public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

Shafford Street lies within the City of Estacada's Urban Growth Boundary and, per ORS 368.361(3), the City must concur by resolution or order with the County's findings in this road vacation in order for the vacation to take effect.

Oregon Department of Transportation, Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, and the City of Estacada, along with all local utility companies have been contacted and do not have any objections to this vacation.

To determine whether the proposed vacation is in the public interest, an analysis of Clackamas County Code 7.03.095 (4) (A) is required. Said Code criteria are as follows;

a. Whether the vacation would inhibit or preclude access to an abutting property, and whether an access reservation would be adequate to protect that access;

Finding: Vacating this right of way would not inhibit or preclude access to any abutting property. Access to abutting properties is still available via the remaining Shafford Street and Espinosa Street.

b. Whether it is physically possible to build a road that meets contemporary standards over the existing terrain or right of way;

Finding: It is not physically possible to build a road that meets contemporary standards because of the very steep cross slope.

c. Whether it is economically feasible to build a road that meets contemporary standards over the existing terrain or right of way;

Finding: It may be economically feasible to build a road in a portion of this right of way however retaining wall construction will drive up the cost and out weigh the benefits of a road in this location.

d. Whether there is another nearby road that can effectively provide the same access as the right-of-way to be vacated;

Finding: There are several nearby roads that effectively provide the same access.

e. Whether the right-of-way to be vacated has present or future value in terms of development potential, use in transportation linkages, or use in road replacements;

Finding: The right of way has no present or future value.

f. Whether there are present and future likely benefits of the right-of way to the traveling public;

Finding: There are no present and future likely benefits of the right of way to the traveling public.

g. Whether anticipated growth or changes in use of the surrounding area are likely to impact the future use of the right-of-way proposed to be vacated;

Finding: There are no anticipated impacts to the future use of the right of way proposed to be vacated.

h. Whether the right-of-way proposed to be vacated leads to a creek, river, or other waterway that can be used for public recreation; and

Finding: Not applicable.

i. Whether the right-of-way proposed to be vacated leads to federal, state or local public lands that can be used for public recreation.

Finding: Not applicable.

It is my assessment that the proposed vacation is in the public interest.



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

May 13, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Oregon Department of Transportation Flexible Services Agreement

<b>Purpose/ Outcomes</b>	By the authority in ORS 190.110, 366.574 and 366.576, ODOT may enter into cooperative agreements with counties for the performance of work on certain types of maintenance or improvement projects. Sharing equipment, materials, and services is to the general public's benefit and promotes the cost-effective and efficient use of public resources so long as used for transportation purposes.
<b>Dollar Amount and Fiscal Impact</b>	There will be no fiscal impact unless there is a need to share transportation related equipment and materials, which will be charged at providers invoice cost or at the providers rates used for internal financial management of personnel and equipment.
<b>Funding Source</b>	Road Fund
<b>Duration</b>	This is a renewal of an existing agreement and shall terminate April 17, 2031 unless otherwise renewed.
<b>Previous Board Action/Review</b>	December 13, 2012: Board Approval May 4, 2021: Discussion item at issues
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Helps keep a strong infrastructure and ensures safe communities</li> <li>2. Provides maintenance to the traveling public so they can experience a clean, attractive and healthy community.</li> </ol>
<b>Counsel Review</b>	Reviewed and approved by County Counsel on 4/2/21 NB
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was the item processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></li> <li>2. If no, provide brief explanation. Item is an Cooperative Assistance Agreement</li> </ol>
<b>Contact Person</b>	Terry S. Abbott, Transportation Operations Manager, 503-650-3218

**BACKGROUND:**

This is a renewal of an agreement that not only extends the term of the agreement, but also adds additional provisions to address issues related to Americans with Disabilities Act compliance. This agreement allows ODOT and Clackamas County to share road and highway services, equipment and materials.

ODOT and Clackamas County have established charge out rates for equipment and personnel and we are agreeable to materials being charged at providers invoice cost plus an established administrative fee, or replaced by the user in lieu of cash payment.

This agreement allows Clackamas County to request services from ODOT on an as-needed basis for work performed on county owned and maintained roads or county right

of way in the form of a written Work Order Authorization. We are requesting Dan Johnson (Director of DTD) be named authorized signer for work orders with a maximum annual total obligation of \$500,000.

Staff respectfully recommends that the Board of County Commissioners approve the renewal of attached Oregon Department of Transportation Flexible Services Agreement.

Respectfully submitted,

*Terry S. Abbott*

Terry S. Abbott  
Transportation Operations Manager  
Transportation Maintenance Division

**SECOND REVISED**  
**ODOT Flexible Services Maintenance Agreement Signature Page**

IN THE WITNESS WHEREOF, the Public Entity \_\_\_\_\_  
(Party) has caused THIS AGREEMENT to be executed by its duly authorized  
representatives as the date of their signatures below:

<u>Signature of Officer</u>	<u>Date</u>	<u>Officer's title</u>
<u>Signature of Officer</u>	<u>Date</u>	<u>Officer's title</u>
<u>Signature of Counsel</u>	<u>Date</u>	<u>Counsel's title</u>

**Name and Title of the Agency's Authorized Signer for Work Orders:**

\_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name, Title, Address, Phone and email of **additional contact for coordination** of this Agreement and/or Work Order Authorizations:

**Agency's maximum annual total obligation, if different than established in Reimbursement Instructions, Paragraph 4, shall be \$ \_\_\_\_\_.**

Send the **original Agreement Signature Page (this page)**, and the **Equipment Sharing Catalog (See: page 2, revised paragraph 5)** or **Updates** to:

Theodore C. Miller, ODOT Region 1 Operations/Maintenance Manager  
ODOT Region 1, 123 NW Flanders Street, Portland, OR 97209,  
Telephone: (503)731-8559, Email: Theodore.C.Miller@odot.state.or.us



**ODOT FLEXIBLE SERVICE AGREEMENT**  
**Intergovernmental Agreement for Equipment and Services with**  
**The Oregon Department of Transportation**

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation and the cities and/or counties signing on to this Agreement, hereinafter referred to collectively as "Agencies". ODOT and Agencies shall be referred to collectively as "Parties".

**RECITALS**

1. By the authority granted in ORS 190.110, 366.572, 366.574 and 366.576, ODOT may enter into cooperative agreements with the counties, cities, and units of local government for the performance of work on certain types of maintenance or improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. ODOT and Agencies own certain equipment and materials, and provides services that may be useful to other Parties for transportation related activities.
3. The Parties agree that sharing equipment, materials, and services is both to their mutual benefit and to the general public's benefit and promotes the cost-effective and efficient use of public resources so long as used for transportation purposes.
4. A previous Intergovernmental Agreement (IGA) for shared services was signed by Multnomah County, the City of Gresham, City of Portland, City of Fairview, City of Troutdale, City of Wood Village and Oregon Department of Transportation in 1991 which expired in 1996. A subsequent three-year IGA for shared services was entered into by Multnomah County, City of Gresham and Oregon Department of Transportation in 1996 and by the provision of a 1999 ADDENDUM, other parties agreed to sign and join the 1996 agreement.
5. The previously mentioned IGA and addendum have expired and have been replaced by the Portland Metropolitan Area Transportation (PMAT) Agreement, executed on August 15, 2002. Said agreement is administered by Multnomah County. The parties to said agreement to-date are Multnomah County, Washington County, Marion County, City of Gresham, City of Wood Village, Clackamas County, City of Salem, City of Portland, Hood River County, Polk County, Columbia County, Wasco County and Benton County.

6. It has been determined that ODOT cannot sign said aforementioned PMAT agreement in its current form. Therefore, in an effort to commit to the obligations in said PMAT agreement, ODOT wishes to enter into this Agreement with Agencies.

## DEFINITIONS

1. The term "Provider" shall be defined as the Party (either ODOT or Agencies) that is supplying the service, equipment or materials.
2. The term "User" shall be defined as the Party (either ODOT or Agencies) that is requesting or receiving services, equipment or materials.

**NOW THEREFORE**, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows

## TERMS OF AGREEMENT

1. Under such authority, ODOT and Agencies desire to enter into this Agreement to establish procedures for sharing road and highway services, equipment and materials, and to define legal relationships and responsibilities for any services or equipment sharing between ODOT and any of the Agencies. Any services or equipment shared between the Agencies that *do not* involve ODOT should follow the existing PMAT agreement which is administered by Multnomah County, provided that the Agencies are signed parties to the PMAT agreement.
2. The Parties shall make available to each other vehicles, equipment, machinery, materials, related items, and services in the manner and on the terms and conditions provided herein. The vehicles, equipment and machinery covered by this Agreement shall only be such items appropriate for transportation related activities, and shall not include regular automobiles.
3. An *Equipment Sharing Catalog* will be provided upon request by each entity to the other parties of this Agreement. Said catalog shall describe available equipment and current rental rates. Upon receipt, ODOT's Region 1 Operations/Maintenance Manager will distribute said catalog to the appropriate ODOT personnel. Supplies or materials shall be charged at Provider's invoice cost plus an established administrative fee, or may be replaced by the User. Equipment usage and services shall be charged at Provider's rates used for its internal financial management of personnel and equipment.
4. The tasks associated with the responsibilities referred to above are as defined in the current editions of the ODOT Maintenance Guide, ODOT Maintenance Field Operations Manual, Maintenance Management System (MMS) Manual, Water Quality and Habitat Guide, and Best Management Practices Manual which, by this reference,

are incorporated herein. All services requested of ODOT shall follow procedures addressed in these manuals and will require a Work Order Authorization. All services provided to ODOT shall follow the accepted industry standard, and any specifics identified in the Work Order Authorization, and will require a Work Order Authorization. The Work Order Authorization shall include MMS Activity numbers. Other maintenance services may be included as defined on the Work Order by a MMS Activity number from the current manual edition.

5. *The term of this Agreement shall begin upon signature by ODOT and the first Party to execute said Agreement and shall be in effect for a period of five (5) years. The Agreement may be extended at that time by mutual consent of all parties in the form of an amendment to this Agreement.*
6. This Agreement may be modified by mutual consent of all Parties and upon execution of amendments to this Agreement stating said modifications. If the total cost of any Work Order under this Agreement exceeds \$100,000, the Department of Justice must review and approve any amendments and/or Work Orders prior to performance of any work. At no time shall total cost under this Agreement for services provided to ODOT (including all Work Orders) exceed a total amount of \$4,000,000 per calendar year for an Agreement total of \$20,000,000 without first obtaining a fully executed amendment to this Agreement.

#### **SCOPE OF WORK**

1. ODOT's District Managers, or their approved designees, may request services from Agencies on an as-needed basis for work performed on ODOT-owned and maintained highways and highway right of way. Service requests shall be a written request in the form of a Work Order Authorization, attached hereto as Exhibit A and made a part of this Agreement. The Work Order Authorization may be signed by ODOT's District Manager, or their approved designee. Each Work Order Authorization shall be issued pursuant to this Agreement and the provisions of this Agreement shall be incorporated into each Work Order Authorization. Both parties shall sign the Work Order Authorization before commencement of work. Under emergency conditions, the Work Order Authorization may be faxed. Both parties shall sign the faxed Work Order Authorization before work begins. An original signed Work Order Authorization shall be completed and returned to the originating party within ten (10) working days.
2. Agencies may request services from ODOT on an as-needed basis for work performed on city or county owned and maintained streets or roads and city or county right of way. Service requests shall be a written request in the form of a Work Order Authorization, as shown on Exhibit A. The Work Order Authorization may be signed by the Agencies Public Works Director, Street Foreman, or their approved designee. Each Work Order Authorization shall be issued pursuant to this Agreement and the provisions of this Agreement shall be incorporated into each Work Order Authorization. Both parties shall sign the Work Order Authorization before commencement of work. Under emergency conditions, the Work Order Authorization may be faxed. Both

parties shall sign the faxed Work Order Authorization before work begins. An original signed Work Order Authorization shall be completed and returned to the originating party within ten (10) working days. Upon execution of this Agreement, Agencies shall provide the names and titles of the individuals authorized to sign the Work Order Authorizations to ODOT on the signature page attached to this Agreement.

3. The User shall provide instructions to the Provider's employees concerning work to be performed under the Work Order, and the Provider shall direct and supervise its employees who are assigned to assist the User.

### **REIMBURSEMENT INSTRUCTIONS**

1. Provider shall submit an estimate for specific services, use of materials, or rental of equipment to the User at the request of the User. Provider shall maintain an accurate cost accounting system, track expenditures and provide monthly statements to User for actual costs incurred for work performed under this Agreement. Provider shall quarterly total all costs due based on the monthly statements of accounts sent to User and submit an invoice to User for payment within 45 days of receipt of the invoice. User shall reimburse Provider for materials, equipment and services based on invoice plus administrative fee for materials and supplies and the Provider's rates used for its internal financial management of personnel and equipment. User may replace materials or supplies with a like quantity and amount, as determined by Provider. If User elects to replace said materials, replacement shall be made within 45 days of the invoice date.
2. Billings to ODOT shall be submitted to ODOT's Region 1 Operations/Maintenance Manager at 123 NW Flanders St., Portland, OR 97204. Billings to Agencies shall be submitted to the contact person and address provided on the individual Agency signature page.
3. Under no condition shall ODOT's total obligation for payments exceed \$20,000,000 during the term of this Agreement.
4. Under no condition shall an individual Agency's total obligation for payments exceed \$500,000 during the term of this Agreement unless the signature page for the specific Agency identifies a different annual maximum amount.

### **EXPENDITURE AUTHORIZATION**

1. All Parties certify, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within their current appropriation or limitation of their current biennial budget. No Party shall be indebted or liable for any obligation created by this Agreement in excess of the debt limitation as stated in Article XI, Section 7, of the Oregon Constitution. No Party shall assume any debts of the other Parties in violation of Article XI, Section 8, of the Oregon Constitution.

2. No Party shall be liable for any expenditure under this Agreement without proper appropriation pursuant to ORS Chapter 291 and ORS Chapter 294 respectively.

## **EQUIPMENT AND SERVICES**

1. Each Party shall make available to the other Party vehicles, equipment, machinery, employees, related items and services in the manner and on the terms and conditions provided herein.
2. Services and equipment shall be provided upon reasonable request at mutually convenient times and locations. Each Party retains the right to refuse to honor a request if the services or equipment are needed for other purposes, if providing the equipment would be unduly inconvenient or if for any other reason the Party determines in good faith that it is not in its best interest to provide a particular item or service at the requested time. It is up to the discretion of the Provider as to whether an operator shall be provided with the equipment.
3. The User shall take proper precaution in its operation, storage, and maintenance of the Provider's equipment. Equipment shall be used only for its intended purpose. User shall permit the equipment to be used only by properly trained and supervised operators and shall be responsible for equipment repairs necessitated by misuse or negligent operation. User shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of equipment during the period in which the equipment is in User's possession. User shall not, however, be responsible for scheduled maintenance or repairs other than repairs necessitated by misuse or negligent operation. User shall be responsible for damage to rented equipment considered beyond normal wear and tear, including repairs necessitated by misuse or negligent operation; however, shall not be responsible for scheduled maintenance and related normal repairs
4. If a piece of equipment requires repair while in use, a Provider mechanic and a User mechanic shall assess the problem and, in consultation with each other, determine which party is responsible for repair. In the event an agreement cannot be reached, ODOT's appropriate District Manager, or designee, and the other Party's authorized representative shall determine the responsible party.
5. The Provider shall endeavor to provide equipment in good working order and to inform User of any information necessary for the proper operation of the equipment. The equipment, however, is provided "as is", with no representations or warranties as to its fitness for a particular purpose. User shall be solely responsible for selecting the proper equipment for its needs and inspecting equipment prior to use. It is acknowledged by the Parties that the Provider is not in the business of selling, leasing, renting, or otherwise providing equipment to others and that the parties are acting only for their mutual convenience and efficiency.

6. The Parties shall provide equipment storage space to each other, at no charge, upon rental request when mutually convenient. It is recognized that such storage is for the benefit of the party requesting it. The Party storing the equipment shall be responsible only for providing a reasonably safe and secure area.
7. Service and usage times, established for the purpose of record keeping and rental charges, shall be defined as "hours used on the job". In the event the equipment being used does not have an hour meter, the User shall document the number of hours used performing an activity.
8. The Parties shall use their individual internal rental rates for labor and equipment. These rates may be adjusted only once per State fiscal year.
9. The Parties shall maintain accurate and up-to-date records of all rentals of equipment and operators. Said records will be kept available for inspection by representatives of each Party for a period of three years following termination of this Agreement.
10. The Parties shall furnish fuel, maintenance, and insurance for their equipment; however, fuel for vehicles and equipment shall be provided by the User during the period in which the equipment or vehicle is in the User's possession. Equipment shall be returned to the Provider with a like amount of fuel as when it was furnished to the User.

#### **GENERAL PROVISIONS**

1. The Parties hereby grant the other Parties authority to enter onto their right-of-way for the purpose of performing the maintenance services as stated on the Work Order.
2. The Parties shall only assign personnel to work on the other's right-of-way that have similar job experience on public right-of-way.
3. The Parties acknowledge and agree that each of the other Parties, the Oregon Secretary of State's office, and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of each Party that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. The Parties shall retain and keep all files and records for a minimum of three years following termination of the Agreement.
4. All Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, all Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations

and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

5. Each Party represents that this Agreement is signed by personnel who have been authorized to do so by that Party.
6. Provider personnel assigned to assist User shall not be considered employees of User. Each Party shall be responsible for the following items in regard to their own employees:
  - a) Payment of all wages and benefits that its employees are entitled to receive through their employment including, but not limited to, vacation, holiday and sick leave; other leaves with pay; medical, dental, life, and accident insurance; other insurance coverage; overtime; Social Security; Workers' Compensation; unemployment compensation, and retirement benefits.
  - b) Withholding Social Security, federal and state taxes, and other regular deductions from wages paid to employees.
  - c) Administration of applicable civil service statutes and rules, classification and compensation plans, collective bargaining agreements, and other laws and agreement governing personnel relations with employees.
7. The Parties to this Agreement are of equal authority. Each Party acts independently in the performance of its obligations and functions under this Agreement, and no Party shall be considered the agent of another Party.
8. To the extent permitted by Article XI, Section 7 and Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each Party shall indemnify each other Party against liability for damage to life or property arising from the indemnifying Party's own activities under this Agreement, provided that a Party will not be required to indemnify the other Party for any such liability arising out of the wrongful acts of employees or agents of that other Party.
9. Notwithstanding the foregoing defense obligations under paragraph 8 above, no Party nor any attorney engaged by any Party(s) shall defend any claim in the name of the any Party(s) or any agency/department/division of such other Party(s), nor purport to act as legal representative of the any Party(s) or any of its agencies/departments/divisions, without the prior written consent of the legal counsel of any such other Party(s). Each Party may, at anytime at its election assume its own defense and settlement in the event that it determines that the other Party(s) is/are prohibited from defending it, or other Party(s) is/are not adequately defending its interests, or that an important governmental principle is at issue or that it is in the best interests of the Party(s) to do so. Each Party reserves all rights to pursue any claims it may have against the other Parties if it elects to assume its own defense.

10. All employers under this Agreement are 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, unless such employers are exempt under ORS 656.126*. All employers shall ensure that each of its contractors complies with these requirements.
11. Any Party may terminate its participation by providing at least thirty (30) days written notice to the other Parties. Any amounts due and owing by a terminating Party shall be paid within thirty (30) days of termination. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
12. The Provider shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from the User.
13. Nothing herein shall be deemed to restrict authority of any of the Parties to enter into separate Agreements governing the terms and conditions for providing equipment or services on terms different than specified herein.
14. No Party to this Agreement shall be indebted or liable for an obligation created by this Agreement in excess of the debt limitation as stated in Article XI, Section 10, of the Oregon Constitution.
15. This Agreement and attached exhibit 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 any Party unless in writing and signed by all 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 ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.
16. This Agreement may be executed in several counterparts [facsimile or otherwise] all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the parties hereto have set their hands as of the day and year hereinafter written.



Agreement No. 20656  
Agencies/ODOT

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

On November 10, 2004, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director delegates to the Deputy Director, Highways; the authority to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program or in other system plans approved by the Oregon Transportation Commission such as the Traffic Safety Performance Plan, or in a line item in the biennial budget approved by the Director.

**APPROVAL RECOMMENDED:**

By *Rob G. Brown*  
State Highway Maintenance Engineer

Date 4/11/06

By *Jac Teo*  
Region 1 Manager

Date 3/30/06

**STATE OF OREGON**, by and through its  
Department of Transportation

By *LM. Faw*  
Deputy Director, Highways

Date 17 APR 06

**APPROVED AS TO FORM AND AS AN  
AGREEMENT TO AGREE:**

By *De K. W.*  
Assistant Attorney General

Date 4/6/06

**AMENDMENT NUMBER 01  
ODOT FLEXIBLE SERVICE AGREEMENT  
Intergovernmental Agreement for Equipment and Services with  
The Oregon Department of Transportation**

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and the cities and counties which have signed on to this Agreement, hereinafter referred to collectively as "Agencies," entered into an Agreement on April 17, 2006. Said Agreement covers procedures for sharing road and highway services, equipment and materials and to define legal relationships and responsibilities for any services or equipment sharing between ODOT and any of the Agencies.

It has now been determined by ODOT and Agencies that the Agreement referenced above shall be amended to extend the term of the Agreement, correct and update standard language, update contact information and update Exhibit A. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

**ODOT Flexible Services Maintenance Agreement Signature Page shall be deleted in its entirety and replaced with the attached Revised ODOT Flexible Services Maintenance Agreement Signature Page. All references to "ODOT Flexible Services Maintenance Agreement Signature Page" shall hereinafter be referred to as "Revised ODOT Flexible Services Maintenance Agreement Signature Page."**

**Exhibit A, Work Order Authorization, shall be deleted in its entirety and replaced with the attached Revised Exhibit A, Work Order Authorization. All references to "Exhibit A, Work Order Authorization" shall hereinafter be referred to as "Revised Exhibit A, Work Order Authorization."**

**TERMS OF AGREEMENT, Paragraph 5, Page 3, which reads:**

5. The term of this Agreement shall begin upon signature by ODOT and the first Party to execute said Agreement and shall be in effect for a period of five (5) years. The Agreement may be extended at that time by mutual consent of all parties in the form of an amendment to this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

5. a. The term of this Agreement shall begin upon the signature by ODOT and first Party to execute this Agreement and shall terminate April 17, 2021.
  - b. Amendment No. 1 extends this Agreement for another ten (10) years, but continued participation after April 17, 2011 by an individual Party will be viewed as

terminated unless the Party has signed Amendment No. 1. No activity after April 17, 2011 shall be considered as billable under this Agreement without a Party's execution of this Amendment 1. After April 17, 2011, the Agreement may still be extended by mutual consent of the Parties by signing Amendment No. 1, at any time during the term established by Amendment No. 1. Any Party's current Equipment Sharing Catalogue already on file for this Agreement shall remain active if the Party signs Amendment No. 1.

**TERMS OF AGREEMENT, Paragraph 6, Page 3, which reads:**

6. This Agreement may be modified by mutual consent of all Parties and upon execution of amendments to this Agreement stating said modifications. If the total cost of any Work Order under this Agreement exceeds \$100,000, the Department of Justice must review and approve any amendments and/or Work Orders prior to performance of any work. At no time shall total cost under this Agreement for services provided to ODOT (including all Work Orders) exceed a total amount of \$4,000,000 per calendar year for an Agreement total of \$20,000,000 without first obtaining a fully executed amendment to this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

6. This Agreement may be modified by mutual consent of all Parties and upon execution of amendments to this Agreement stating said modifications. If the total cost of any Work Order under this Agreement exceeds \$150,000, the Department of Justice must review and approve any amendments and/or Work Orders prior to performance of any work. At no time shall total cost under this Agreement for services provided to ODOT (including all Work Orders) exceed a total amount of \$4,000,000 per calendar year for an Agreement total of \$20,000,000 without first obtaining a fully executed amendment to this Agreement.

**SCOPE OF WORK, Paragraph 1, Page 3, which reads:**

1. ODOT's District Managers, or their approved designees, may request services from Agencies on an as-needed basis for work performed on ODOT-owned and maintained highways and highway right of way. Service requests shall be a written request in the form of a Work Order Authorization, attached hereto as Exhibit A and made a part of this Agreement. The Work Order Authorization may be signed by ODOT's District Manager, or their approved designee. Each Work Order Authorization shall be issued pursuant to this Agreement and the provisions of this Agreement shall be incorporated into each Work Order Authorization. Both parties shall sign the Work Order Authorization before commencement of work. Under emergency conditions, the Work Order Authorization may be faxed. Both parties shall sign the faxed Work Order Authorization before work begins. An original signed

Work Order Authorization shall be completed and returned to the originating party within ten (10) working days.

**Shall be deleted in its entirety and replaced with the following:**

1. ODOT's District Managers, or their approved designees, may request services from Agencies on an as-needed basis for work performed on ODOT-owned and maintained highways and highway right of way. Service requests shall be a written request in the form of a Work Order Authorization, attached hereto as Revised Exhibit A Work Order Authorization and made a part of this Agreement. The Work Order Authorization may be signed by ODOT's District Manager, or their approved designee. Each Work Order Authorization shall be issued pursuant to this Agreement and the provisions of this Agreement shall be incorporated into each Work Order Authorization. Both parties shall sign the Work Order Authorization before commencement of work. Executed Work Order Authorizations shall be sent by the originating party to Ted Miller, ODOT's Region 1 Operations Manager, 123 NW Flanders Street, Portland, OR 97209, Telephone: (503)731-8559;email: Theodore.C.Miller@odot.state.or.us or assigned designee upon individual's absence.

**SCOPE OF WORK, Paragraph 2, Page 3, which reads:**

2. Agencies may request services from ODOT on an as-needed basis for work performed on city or county owned and maintained streets or roads and city or county right of way. Service requests shall be a written request in the form of a Work Order Authorization, as shown on Exhibit A. The Work Order Authorization may be signed by the Agencies Public Works Director, Street Foreman, or their approved designee. Each Work Order Authorization shall be issued pursuant to this Agreement and the provisions of this Agreement shall be incorporated into each Work Order Authorization. Both parties shall sign the Work Order Authorization before commencement of work. Under emergency conditions, the Work Order Authorization may be faxed. Both parties shall sign the faxed Work Order Authorization before work begins. An original signed Work Order Authorization shall be completed and returned to the originating party within ten (10) working days. Upon execution of this Agreement, Agencies shall provide the names and titles of the individuals authorized to sign the Work Order Authorizations to ODOT on the signature page attached to this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

2. Agencies may request services from ODOT on an as-needed basis for work performed on city or county owned and maintained streets or roads and city or county right of way. Service requests shall be a written request in the form of a Work Order Authorization, as shown on the attached Revised Exhibit A Work Order

Authorization. The Work Order Authorization may be signed by the Agencies Public Works Director, Street Foreman, or their approved designee. Each Work Order Authorization shall be issued pursuant to this Agreement and the provisions of this Agreement shall be incorporated into each Work Order Authorization. Both parties shall sign the Work Order Authorization before commencement of work. Upon execution of this Agreement, Agencies shall provide the names and titles of the individuals authorized to sign the Work Order Authorizations to ODOT on the signature page attached to this Agreement. Executed Work Order Authorizations shall be sent by the originating party sent to Ted Miller, ODOT's Region 1 Operations Manager, 123 NW Flanders Street, Portland, OR 97209, Telephone: (503)731-8559; email: Theodore.C.Miller@odot.state.or.us or assigned designee upon individual's absence.

**REIMBURSEMENT INSTRUCTIONS, Paragraph 2, Page 4, which reads:**

2. Billings to ODOT shall be submitted to ODOT's Region 1 Operations/Maintenance Manager at 123 NW Flanders St., Portland, OR 97204. Billings to Agencies shall be submitted to the contact person and address provided on the individual Agency signature page.

**Shall be deleted in its entirety and replaced with the following:**

2. Billings to ODOT shall be submitted to Ted Miller, ODOT's Region 1 Operations Manager, 123 NW Flanders Street, Portland, OR 97209, Telephone: (503) 731-8559; email: Theodore.C.Miller@odot.state.or.us or assigned designee upon individual's absence. Billings to Agencies shall be submitted to the contact person and address provided on the individual Agency signature page.

**EXPENDITURE AUTHORIZATION, Paragraph 1, Page 4, which reads:**

1. All Parties certify, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within their current appropriation or limitation of their current biennial budget. No Party shall be indebted or liable for any obligation created by this Agreement in excess of the debt limitation as stated in Article XI, Section 7, of the Oregon Constitution. No Party shall assume any debts of the other Parties in violation of Article XI, Section 8, of the Oregon Constitution.

**Shall be deleted in its entirety and replaced with the following:**

1. Agencies certify, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within their current appropriation or limitation of the current biennial budget. No Party shall be indebted or liable for any obligation created by this Agreement in excess of the

debt limitation as stated in Article XI, Section 7, of the Oregon Constitution. Agencies shall not be indebted or liable for any obligation created by this Agreement in excess of the debt limitation of Article XI, Section 10, of the Oregon Constitution.

**EQUIPMENT AND SERVICES, Paragraph 9, Page 6, which reads:**

9. The Parties shall maintain accurate and up-to-date records of all rentals of equipment and operators. Said records will be kept available for inspection by representatives of each Party for a period of three years following termination of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

9. All Parties shall maintain accurate and up-to-date records of all rentals of equipment and operators. Said records will be kept available for inspection by representatives of each Party for a period of six (6) years following termination of the Agreement.

**Insert new EQUIPMENT AND SERVICES, Paragraph 11, to read as follows:**

11. The user is responsible for any damage to rented equipment reasonably considered to be beyond normal wear and tear.

**GENERAL PROVISIONS, Paragraph 3, Page 6, which reads:**

3. The Parties acknowledge and agree that each of the other Parties, the Oregon Secretary of State's office, and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of each Party that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. The Parties shall retain and keep all files and records for a minimum of three years following termination of the Agreement.

**Shall be deleted in its entirety and replaced with the following:**

3. The Agencies acknowledge and agree that ODOT, the Oregon Secretary of State's office and the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of the Agencies which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.

**GENERAL PROVISIONS, Paragraphs 8 and 9, shall be deleted their entirety and shall be identified as RESERVED.**

**GENERAL PROVISIONS, Paragraph 10, Page 8, which reads:**

10. All employers under this Agreement are 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, unless such employers are exempt under ORS 656.126. All employers shall ensure that each of its contractors complies with these requirements.

**Shall be deleted in its entirety and replaced with the following:**

10. All employers, including the Agencies, 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. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. The Agencies shall ensure that each of its contractors complies with these requirements.

**Insert new GENERAL PROVISIONS, Paragraphs 17 through 22, to read as follows:**

17. 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 ODOT or any other Party or Parties 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.
18. With respect to a Third Party Claim for which ODOT is jointly liable with any other Party or Parties (or would be if joined in the Third Party Claim ), ODOT 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 the Agency in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Agency 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 ODOT on the one hand and of the Agency 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. ODOT'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 the ODOT had sole liability in the proceeding.

19. With respect to a Third Party Claim for which any other Party or Parties is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Party or Parties 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 the ODOT in such proportion as is appropriate to reflect the relative fault of the Party or Parties on the one hand and of ODOT 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 the Party or Parties on the one hand and of ODOT 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. The Agency'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.
20. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
21. The Agencies shall require any contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agencies' contractor or any of the officers, agents, employees or subcontractors of the contractor( "Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the contractor and subcontractor from and against any and all Claims.
22. Any such indemnification shall also provide that neither the Agencies' contractor and subcontractor nor any attorney engaged by Agencies' contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agencies' contractor is prohibited from



Agencies/ODOT  
Agreement No. 20,656-01

defending the State of Oregon, or that Agencies' contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agencies' contractor if the State of Oregon elects to assume its own defense.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program or in other system plans approved by the Oregon Transportation Commission, or in a line item in the biennial budget approved by the Director. The Director may also delegate to other Administrators the authority to execute intergovernmental agreements over \$75,000 for specific programs such as transportation safety, growth management and public transit.

APPROVAL RECOMMENDED

By [Signature]  
State Highway Maintenance Engineer

Date 4/12/11

By [Signature]  
Region 1 Manager

Date 4/12/11

By [Signature]  
Region 1 Maintenance and Operations Manager

Date 4-7-11

STATE OF OREGON, by and through  
its Department of Transportation

By [Signature]  
Highway Division Administrator

Date 4/19/11

APPROVED AS TO LEGAL  
SUFFICIENCY

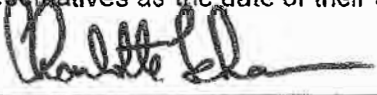
By [Signature]  
Assistant Attorney General

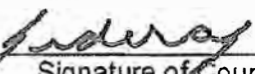
Date 4/14/11

**REVISED**

**ODOT Flexible Services Maintenance Agreement Signature Page**

IN THE WITNESS WHEREOF, the Public Entity CLACKAMAS COUNTY  
(Party) has caused THIS AGREEMENT to be executed by its duly authorized  
representatives as the date of their signatures below:

      12-13-12      Chair      B.L.  
Signature of Officer      Date      Officer's title

      11-29-12      Legal Counsel Senior  
Signature of Counsel      Date      Counsel's title

**Name and Title of the Agency's Authorized Signer for Work Orders:**  
Samuel Irving, Jr. Transportation Operations Manager

**Address:** 902 Abernethy Road, Oregon City, OR 97045

**Phone:** 503-650-3467      **Fax:** 503-650-3992

**E-mail:** sirving@co.clackamas.or.us

Name, Title, Address, Phone and email of additional contact for coordination of this Agreement and/or Work Order Authorizations:

Agency's maximum annual total obligation, if different than established in Reimbursement Instructions, Paragraph 4, shall be \$ 500,000.

Send the original Agreement Signature Page (this page), and the Equipment Sharing Catalog (See: page 2, revised paragraph 5) or Updates to:

Theodore C. Miller, ODOT Region 1 Operations/Maintenance Manager  
ODOT Region 1, 123 NW Flanders Street, Portland, OR 97209,  
Telephone: (503)731-8559, Email: Theodore.C.Miller@odot.state.or.us

**REVISED EXHIBIT A  
WORK ORDER AUTHORIZATION**

ODOT Requesting to Perform Work

Requesting ODOT to Perform Work

Agreement No. 20,656 Work Order No.

Under the terms of Agreement No. 20,656 between the Oregon Department of Transportation (ODOT) and \_\_\_\_\_, which is hereby incorporated by reference, the following Project work is authorized:

Project Name:  Flexible Maintenance Services

Total Authorized Amt. this Work Order \$ \_\_\_\_\_ Expenditure Acct. No.: \_\_\_\_\_  
Work Order Start Date: \_\_\_\_\_ Work Order End Date: \_\_\_\_\_

Effective Date: No Work shall occur until signed by all parties.	Totals
Expenditure Account No.	No.
A. Amount authorized for this Work Order	\$
B. Amount authorized on prior Work Orders	\$
C. Total Amount authorized for all Work Orders (A+B=C)	\$
D. Agreement Not-to-Exceed amount	\$
E. Amount remaining on Agreement (D-C=E)	\$

SCOPE OF WORK (tasks, hours per task, estimated cost per task, and staff assigned to do the work and their hourly rate. Specify the Party responsible for providing materials and the Party responsible for material costs associated with the Project or services). Work necessary to complete Project or services as described in original Agreement scope of work: (Indicate which services are to be used by checking appropriate box(es)).

Maintenance Services and Equipment Rental: *(List work shown below)*

- Patching (100-102, 107-108)  Shouldering (111-112, 119)  Ditching (120)  Sweeping (116-117)  
 Vegetation Control (131)  Striping (140-141, 147)  Winter Maintenance (170-171, 179-181, 192)  
 Brushing (132-133)  Signing (142-143)  Landscaping (136)  Drainage (121)  Guardrail Repair (151)  Bridge Repair (163, 169)  Hazardous Material Spills (149)  Equipment Rental (specify equipment)

General Description of Project: \_\_\_\_\_

This Work Order Authorization may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Work Order Authorization so executed shall constitute an original.

--SIGNATURE PAGE TO FOLLOW--

**ACCEPTANCE OF TERMS AND ACTION APPROVED BY ODOT:** I acknowledge and certify that the work in this Work order authorization is within the scope of work of the original Agreement.

---

ODOT's 2\_ District Manager Date

**ACCEPTANCE OF TERMS BY LOCAL AGENCY:**

---

Name / Title Date

**APPROVED AS TO LEGAL SUFFICIENCY:** If work exceeds \$150,000, signature required

---

Assistant Attorney General Date

cc: ODOT R1 Maintenance District # 2\_ Manager  
Ted Miller, ODOT's Region 1 Operations/Maintenance Manager, 123 N.W. Flanders St., Portland, OR 97209  
Support Service, Procurement Office (OPO) for General Files

<p><b>EXHIBIT A</b></p> <p>Work Order – Local Agency Rev. 04-07-2011</p>
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**AMENDMENT NUMBER 02**  
**ODOT FLEXIBLE SERVICES AGREEMENT**  
**Intergovernmental Agreement for Equipment and Services with the Oregon**  
**Department of Transportation**

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and the cities and counties which have signed on to this Agreement, hereinafter referred to collectively as "Agencies," entered into an Agreement on April 17, 2006 and Amendment Number 1 on April 19, 2011. Said Agreement covers procedures for sharing road and highway services, equipment and materials and to define legal relationships and responsibilities for any services or equipment sharing between ODOT and any of the Agencies.

It has now been determined by ODOT and Agencies that the Agreement referenced above shall be amended to extend the term of the Agreement and add ADA provisions. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

**TERMS OF AGREEMENT, Paragraph 5, Page 3 which reads:**

a. The term of this Agreement shall begin upon the signature by ODOT and first Party to execute this Agreement and shall terminate April 17, 2021.

b. Amendment No. 1 extends this Agreement for another ten (10) years, but continued participation after April 17, 2011 by an individual Party will be viewed as terminated unless the Party has signed Amendment No. 1. No activity after April 17, 2011 shall be considered as billable under this Agreement without a Party's execution of this Amendment 1. After April 17, 2011, the Agreement may still be extended by mutual consent of the Parties by signing Amendment No. 1, at any time during the term established by Amendment No. 1. Any Party's current Equipment Sharing Catalogue already on file for this Agreement shall remain active if the Party signs Amendment No. 1.

**Shall be deleted in its entirety and replaced with the following:**

a. The term of this Agreement shall begin upon the signature by ODOT and first Party to execute this Agreement and shall terminate April 17, 2031.

b. Amendment No. 2 extends this Agreement for another ten (10) years, but continued participation after April 17, 2021 by an individual Party will be viewed as terminated unless the Party has signed Amendment No. 2. No activity after April 17, 2021 shall be

considered billable under this Agreement without a Party's execution of this Amendment 2. After April 17, 2021, the Agreement may still be extended by mutual consent of the Parties by signing Amendment No. 2 at any time during the term established by Amendment No. 2. Any Party's current Equipment Sharing Catalogue already on file for this Agreement shall remain active if the Party signs Amendment No. 2.

**Insert new EQUIPMENT AND SERVICES Paragraph 11, page 6 to read as follows:**

**11. Americans with Disabilities Act Compliance**

- a. Each Party shall ensure that the services it provides under this Agreement ("Services") comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"). The Parties shall use ODOT standards to assess whether the Services comply with the ADA, including, but not limited to, ODOT Maintenance Operational Notices MG 100-107 ("MG 100-107"), MG144-03 ("MG144-03"), and MG Activities-2 ("MG Activities-2").
- b. The scope of the Services performed under this Agreement is limited to maintenance activities and shall not include alteration, upgrade, or construction of sidewalks or curb ramps, or installation of pedestrian activated signals, except as otherwise expressly agreed by the Parties pursuant to Subsections d.i or d.ii below.
- c. When an Agency is providing Services to ODOT under this Agreement, that Agency shall:
  - i. Promptly notify ODOT of completion of Services and allow ODOT to inspect completed Services located on or along a state highway for ADA compliance, prior to acceptance of such Services and release of any Agency contractor, and
  - ii. Ensure that temporary pedestrian routes are provided through or around any work zone as provided in MG Activities-2 and Chapters 1 and 5 of the Oregon Temporary Traffic Control Handbook 2011 ("OTTCH"). For Services included in MG Activities-2 "Situations" Paragraph 2, the Agency shall provide ODOT with adequate information to allow ODOT to provide advance notice of any temporary pedestrian route to the public, people with disabilities, and disability organizations. The Parties acknowledge that providing advance notice may not be possible in some such circumstances, including but not limited to, when Services are provided on an urgent or emergency basis, or where the nature and location of the Services are unknown until the beginning of the workers' shift.
- d. When ODOT is providing Services to an Agency under this Agreement:
  - i. Prior to the Agency's issuance of a Work Order Authorization, the Agency shall exercise reasonable efforts to identify if the Services may include an

- alteration under the ADA as set forth in MG100-107 (“Alteration”) and thereby trigger additional modifications to the facility in order to comply with the ADA (“ADA Modifications”). If the Agency determines that the Services may include an Alteration, the Agency shall not issue the Work Order Authorization until:
- A. The Agency has completed the ADA Modifications, or
  - B. After obtaining ODOT’s concurrence, ODOT and the Agency include the ADA Modifications in the Services to be provided by ODOT under the Work Order Authorization.
- ii. After the Agency’s issuance of a Work Order Authorization under this Agreement, if ODOT identifies that any Services to be performed by ODOT under the Work Order Authorization in a location under the Agency’s jurisdiction may include an Alteration, ODOT shall immediately notify the Agency. After such notification is provided:
- A. If the Agency decides to proceed with the ADA Modifications, ODOT is not obligated to perform the Services until: (a) ODOT and the Agency have amended the Work Order Authorization to include the ADA Modifications in the scope of the Services, or (b) the Agency has completed the ADA Modifications.
  - B. If the Agency decides not to proceed with the ADA Modifications, (a) ODOT may immediately stop work and cancel the Work Order Authorization, (b) ODOT and the Agency may amend the Work Order to remove the Services that may include the Alteration, or (c) ODOT may decide, at its sole discretion, to continue to provide the Services in the original Work Order.
  - C. Notwithstanding General Provisions Paragraphs 18 and 19, if the Agency decides not to proceed with the ADA Modifications, and if ODOT chooses to continue to provide the Services that may include an Alteration, the AGENCY SHALL INDEMNIFY AND DEFEND ODOT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE AGENCY’S DECISION NOT TO PROCEED WITH THE ADA MODIFICATIONS AND ODOT’S PERFORMANCE OF THE SERVICES WITHOUT INCLUSION OF THE ADA MODIFICATIONS.
- iii. Any ADA Modifications performed by ODOT pursuant to Subsections d.i or d.ii above shall follow ODOT’s standards and processes for design, alteration, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design

- Exception process, ODOT Standard Drawings, ODOT Construction Specifications, applicable ODOT Maintenance Operational Notices, and providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.
- iv. The Agency acknowledges that it has sole responsibility for determining whether the Services may include an Alteration or may trigger other ADA requirements, and agrees to make its own independent assessment regarding compliance with the ADA.
  - v. The Agency reaffirms its commitment to provide an accessible ADA-compliant transportation system and ensure that any feature or part of a feature under Agency's jurisdiction that was addressed as part of the Services ("Feature"), including ADA Modifications, is maintained in compliance with the ADA for the useful life of the Feature. This includes, but is not limited to, the Agency ensuring that:
    - A. Pedestrian access is maintained as required by the ADA,
    - B. Any complaints received by the Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
    - C. The Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
    - D. Any future work on the Feature during the useful life of the Feature complies with the ADA requirements in effect at the time the future work is performed, and
    - E. Applicable permitting and regulatory actions are consistent with ADA requirements.
  - vi. Maintenance obligations in Subsection d.v above shall survive termination of this Agreement.
  - e. ODOT Maintenance Operational Notices MG 100-107, MG144-03, MG Activities-2, and the OTTCH are incorporated herein by reference.
    - i. The OTTCH is available at <http://www.oregon.gov/ODOT/Engineering/Pages/OTTCH.aspx> Copies of MG 100-107, MG144-03, and MG Activities-2 are available for inspection at the ODOT District 2C Office located at 999 NW Frontage Road, Suite 250, Troutdale, OR 97060, or ODOT District 2B Office located at 9200 SE



Lawnfield Road, Clackamas, OR 97015, during regular business hours, or at the following locations online:

- MG 100-107:  
[https://www.oregon.gov/ODOT/Engineering/DOCS\\_ADA/MG100-107\\_w-diagram.pdf](https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG100-107_w-diagram.pdf)
- MG 144-03:  
[https://www.oregon.gov/ODOT/Engineering/DOCS\\_ADA/MG144-03.pdf](https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG144-03.pdf)
- MG Activities-2:  
[https://www.oregon.gov/ODOT/Engineering/Doc\\_TechnicalGuidance/MG-Activities-2.pdf](https://www.oregon.gov/ODOT/Engineering/Doc_TechnicalGuidance/MG-Activities-2.pdf)

ii. All references to MG 100-107, MG144-03, and MG Activities-2 in this Section refer to the version of the policy in place at the time the Services are performed.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement 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.

Agencies/State  
Agreement No. 20656-2

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**APPROVAL RECOMMENDED**

By Lucinda Moore  
State Highway Maintenance Engineer

Date 3/29/2021

By [Signature]  
Region 1 Manager

Date 3-14-21

By Ted Miller 3/10/2021  
Region 1 Maintenance and Operations  
Manager

Date 3/10/2021

**State Contact:**

Ted Miller  
Region 1 Maintenance & Operations  
Manager  
123 NW Flanders Street  
Portland, OR 97209  
503-731-8559  
Theodore.c.miller@odot.state.or.us

**STATE OF OREGON**, by and through  
its Department of Transportation

By Karen Rowe  
Delivery and Operations Division  
Administrator

Date 03/30/2021

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By Janet Borth  
Assistant Attorney General

Date: via email dated March 3, 2021



May 13, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Purchase and Sale Agreement between the North Clackamas Parks and Recreation District (NCPRD) and Brolin Co., LLC

<b>Purpose/Outcome</b>	To acquire 2,343 square feet of land to improve access to the future NCPRD park, community center, administrative offices and the Oak Lodge Library to be located at 3811 SE Concord Road, Oak Grove commonly called the Concord Property.
<b>Dollar Amount and Fiscal Impact</b>	\$31,631 plus closing costs
<b>Funding Source</b>	Business and Community Services Dept. (BCS) and NCPRD funds
<b>Duration</b>	Perpetual ownership of land will be shared between Oak Lodge Library and NCPRD.
<b>Previous Board Action/Review</b>	Previously discussed at a BCC Executive Session on Sept. 22, 2020.
<b>Strategic Plan Alignment</b>	<p>1. <i>How does this item align with your department's Strategic Business Plan goals?</i></p> <ul style="list-style-type: none"> <li>Aligns with strategic result number 3: By 2024, residents of the Oak Lodge community will have access to a new library which provides library services and facilities at or above the "Essential" level recommended by the Oregon Library Association. (Oak Lodge Library).</li> </ul> <p>2. <i>How does this item align with the County's Performance Clackamas goals?</i></p> <ul style="list-style-type: none"> <li>Provide public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities.</li> <li>Design with a lens of <i>Equity, Diversity and Inclusion</i> by engaging diverse audiences and maximizing access to a library near public transportation.</li> <li>Promote <i>Carbon Neutrality</i> by building sustainable projects using photovoltaic panels for power to reduce future operating costs.</li> </ul>
<b>Counsel Review</b>	<p>1. Date of Counsel review: 04/22/21</p> <p>2. Initials of County Counsel performing review: JM</p>
<b>Procurement Review</b>	Since this is a real estate transaction, it was not processed through Procurement.
<b>Contact Person</b>	Sarah Eckman, BCS Interim Director, 503- 894-3135
<b>Contract No.</b>	N/A

**BACKGROUND:**

NCPRD purchased the six-acre Concord Property in 2018 as part of a Strategic Partnership with North Clackamas School District. Since then, Business and Community Services, including the Oak Lodge Library and NCPRD, completed a community master planning effort that located the Oak Lodge Library, a park, a community center, and NCPRD administrative offices on the site. This effort also determined that a 2,343 square-foot parcel of adjacent property would significantly improve access on the north side of the site from SE Olive Avenue.

At this time, only half of Olive Avenue provides access to the site. The subject property was previously designated as right-of-way and provided full access to the site, but it was vacated by the county and divided between the adjacent property owners, limiting site access. If the Purchase and Sale Agreement is approved by the Board, the full width of Olive Avenue would be available for cyclists and pedestrians to access the library, park, and community center. Please see attached drawing.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners approve the Purchase and Sale Agreement.

**ATTACHMENTS:**

Drawing  
Purchase and Sale Agreement

Respectfully submitted,



Sarah Eckman, Interim Director  
Business and Community Services



NCPRD-owned Concord Property  
Brolin Co. LLC Property in NW Corner



## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between Brolin Co., LLC, an Oregon limited liability company ("Seller"), and the North Clackamas Parks and Recreation District, a county service district organized under ORS chapter 451 ("NCPRD").

### RECITALS

- A. Seller is the owner of approximately 2,343 square feet of real property, together with all the improvements thereon and all rights appurtenant thereto (including but not limited to access rights, timber rights, water rights, grazing rights, development rights and mineral rights), located at 15550 SE McLoughlin Blvd., Milwaukie, in the County of Clackamas, State of Oregon, commonly known as a portion of Tax Lot 4400 map 2-1E-12AC, and more particularly described on the attached Exhibit A (the "Property"). The full property is known as Tax Parcel 00280797 (Entire Parcel).
- B. NCPRD desires to purchase from Seller, and Seller desires to sell and convey to NCPRD, all right, title and interest in the Property.
- C. The terms of this Agreement are as follows:

### TERMS

**1. Purchase and Sale.** Seller agrees to sell and convey to NCPRD, and NCPRD agrees to purchase from Seller, the Property upon the terms and conditions set forth below in this Agreement.

**2. Purchase Price.** Subject to the appraisal condition set forth in Section 0 below, the Purchase Price for the Property is THIRTY ONE THOUSAND SIX HUNDRED THIRTY ONE DOLLARS (\$31,631), payable as follows:

2.1. Earnest Money Deposit. Within five (5) business days after execution of both this Agreement, NCPRD shall deposit into escrow with (the "Title Company") the sum of \$FIVE THOUSAND DOLLARS (\$5,000)(the "Earnest Money"). The term "Earnest Money" shall include all interest earned thereon. At Closing, the Earnest Money will be credited toward payment of the Purchase Price.

2.2. Balance of Purchase Price. On or before the Closing Date (as hereafter defined), NCPRD shall deposit into escrow with the Title Company the balance of the Purchase Price.

**3. Closing Date.** This transaction shall close no later than May 27, 2021, unless otherwise extended as set forth herein (the "Closing Date" or "Closing"). Closing will occur at the office of the First American Title Company, located at 200 SW Market St., Suite 250, Portland, Oregon 97201.

**4. NCPRD's Title Review.**

4.1. Title Report; Unacceptable Exceptions. NCPRD has obtained a preliminary title report on the Property from the Title Company, along with legible copies of all plats and exceptions documents referenced in such report (the "Title Report"). NCPRD will have ten (10) days following the Effective Date to review the Title Report and give Seller written notice of the exceptions listed in the Title Report that are unacceptable to NCPRD (the "Unacceptable Exceptions"). Mortgages, delinquent taxes, or other financial obligations secured by the Property are automatically deemed Unacceptable Exceptions. If NCPRD notifies Seller of any Unacceptable Exceptions, Seller will thereafter have fifteen (15) days to give NCPRD written notice that Seller will remove the Unacceptable Exceptions from title to the Property

prior to Closing (at Seller's sole cost and expense) or that Seller will not remove the Unacceptable Exceptions. Seller's failure to deliver such notice shall be deemed to mean that Seller will remove the Unacceptable Exceptions. If Seller elects not to remove any of the Unacceptable Exceptions and NCPRD is not then satisfied with the condition of title, NCPRD may elect to terminate this Agreement, in which event the Earnest Money shall be returned to NCPRD.

4.2. Failure to Deliver Clean Title at Closing. If Seller fails to eliminate any Unacceptable Exception by the Closing Date, then NCPRD may, without limiting any of its otherwise available remedies, elect to either (a) accept title to the Property subject to such exceptions, (b) refuse to accept the Property and terminate this Agreement, in which case the Earnest Money shall be refunded to NCPRD, or (c) subject to Seller's written consent, extend the Closing Date for a period of forty-five (45) days to provide Seller with additional time to remove such exceptions. If NCPRD elects option (c) and at the end of the 45-day period such exceptions have not been removed, NCPRD may then elect to proceed in accordance with either option (a) or (b) described above. To the extent that an Unacceptable Exception is a monetary lien or financial obligation secured by the Property, the Title Company is hereby directed to pay off such lien or obligation to the extent that it can be satisfied by application of all or a portion of the Purchase Price delivered into escrow by NCPRD at Closing.

4.3. Permitted Exceptions. All exceptions other than the Unacceptable Exceptions shall be deemed acceptable to NCPRD (the "Permitted Exceptions"); provided, however, that in no event will mortgages, delinquent taxes, or other financial obligations secured by the Property be deemed Permitted Exceptions. Should the Title Company inform NCPRD of any new title exceptions not appearing on the initial Title Report, such new exceptions shall be deemed Unacceptable Exceptions, unless specifically accepted in writing by NCPRD.

## 5. NCPRD's Due Diligence and Inspection Thirty Day Contingency Period.

5.1. Seller's Delivery of Documents. Within five (5) business days after the Effective Date, Seller shall deliver to NCPRD any and all material information and documentation in Seller's possession or control pertaining to the Property (not the Entire Parcel) (the "Due Diligence Documents"). The Due Diligence Documents include (without limitation) copies of (a) all environmental data, studies, analyses, and reports relating to the Property or any neighboring property, (b) any existing survey of the Property, (c) any existing leases, boundary agreements, road maintenance agreements, or other contracts relating to all or a portion of the Property, (d) all topographical, geotechnical, wetlands, soils, and groundwater reports, or any other professional reports relating to the Property, (e) any well logs or water right certificates or permits relating to the Property, and (f) copies of any government permits, land use approvals or conditions, or zoning restrictions affecting the Property. If Seller is aware of the existence of any material information or documentation pertaining to the Property that is not in Seller's possession or control, Seller shall notify NCPRD of the existence of such information within five (5) business days after the Effective Date or two (2) business days after learning of such information. Should Seller fail to timely provide NCPRD with any Due Diligence Documents within the thirty (30) day Due Diligence and Inspection period, NCPRD may, at NCPRD's sole discretion, terminate the sale or, subject to Seller's consent, extend the Closing Date for a period not to exceed ten (10) days so that NCPRD may have adequate time to review such additional documentation.

5.2. Property and Environmental Inspections. NCPRD and its agents, including but not limited to consultants, surveyors, engineers, home inspectors, appraisers, and other professionals hired by NCPRD, shall have the right to access the Property (not the Entire Parcel) to conduct environmental studies (including Phase I and Phase II Environmental Site Assessments), structural inspections, sewer and septic system sampling, asbestos and lead testing, and any other due diligence NCPRD deems necessary or desirable, within the thirty (30) day Due Diligence and Inspection Period. Seller shall cooperate with NCPRD in making such inspections, at no cost to Seller. NCPRD and its agents will have the right to

enter the Property at reasonable times before Closing to perform such surveys, analyses, studies, appraisals, and other due diligence that NCPRD deems necessary or desirable; provided, however, that NCPRD shall give Seller forty-eight (48) hours notice prior to entering onto the Property. Any area disturbed by NCPRD's inspections shall be restored by NCPRD, at NCPRD's sole costs and expense, to substantially its pre-inspection condition. NCPRD shall indemnify, defend, and hold Seller harmless from all claims and liabilities of any kind, including but not limited to personal injury and property damages, from NCPRD's Property and Environmental Inspections. NCPRD shall keep the Property lien free. The provisions of this Section 5.2 shall survive Closing or termination of the Agreement.

## **6. Conditions Precedent to Closing.**

6.1. Conditions Precedent to NCPRD's Obligations. In addition to any other conditions contained in this Agreement, the conditions set forth in this Section 6.1 must be satisfied prior to NCPRD's obligation to acquire the Property. These conditions are intended solely for NCPRD's benefit and NCPRD has the sole right and discretion to waive, by written notice, any of the conditions. In the event any condition is not satisfied or waived on or before Closing, NCPRD will have the right to terminate this Agreement, in which event the Earnest Money shall promptly be returned to NCPRD.

6.1.1. Due Diligence and Inspection Contingency. NCPRD must be satisfied, in its sole and absolute discretion, with its review of the Due Diligence Documents, the Property, and the results of NCPRD's inspections of the Property conducted under Section 5.2 above, all within thirty (30) days of the Effective Date. If NCPRD gives notice to Seller prior to thirty (30) days after the Effective Date that NCPRD is not satisfied with the Property due to the results of its due diligence and inspections under Section 5, then this Agreement will automatically terminate and the Earnest Money shall be refunded to NCPRD, unless Seller and NCPRD agrees to an extension not to exceed twenty (20) days so that Seller and NCPRD may address such results. If at the end of the extension period, NCPRD and Seller have not reached an agreement regarding the issues disclosed as a result of such due diligence and inspections, then this Agreement will automatically terminate and the Earnest Money shall be refunded to NCPRD.

6.1.2. Title. At Closing (a) Seller shall convey by Quit Claim Property Line Adjustment Deed (without title warranty of any kind) title to the Property to NCPRD in accordance with Section 7.1.1, and (b) the Title Company must be committed to issue to NCPRD the Title Policy described below in Section 9.

6.1.3. Representations, Warranties, and Covenants of Seller. Seller shall have performed all of its obligations hereunder, and Seller's representations and warranties set forth in this Agreement shall be true, complete and correct as of the Effective Date and as of the Closing Date.

6.1.4. No Material Changes. At Closing, there shall have been no material adverse changes related to or connected with the Property.

6.1.5. Seller's Deliveries. Seller shall have timely delivered each item to be delivered by Seller pursuant to this Agreement, including (without limitation) the documents and materials described below in Section 7.1.

6.1.6. Removal of Personal Property and Debris. Seller shall have removed or have caused to be removed from the Property, at Seller's sole cost and expense, any and all personal property and/or trash, rubbish, debris, illegally dumped materials or illegal fill materials.



6.1.7. Property Line Adjustment Approval. The sale is contingent upon NCPRD obtaining an approved Property Line Adjustment from Clackamas County on or before the Closing Date.

6.1.8. Survey Completed and Recorded. The sale is contingent upon NCPRD completing any required survey obligations on or before Closing.

6.2. Conditions Precedent to Seller's Obligations. Closing and Seller's obligations with respect to the transactions contemplated by this Agreement are subject to NCPRD's delivery to the Title Company on or before the Closing Date of (i) the Purchase Price and (ii) the documents and materials described below in Section 7.2.

6.3. Cancellation Fees and Expenses. In the event the escrow terminates because of the failure of any condition for a reason other than the default of Seller under this Agreement, NCPRD shall pay the cancellation charges required to be paid to the Title Company. In the event this escrow terminates because of Seller's default, Seller shall pay the cancellation charges required to be paid to the Title Company.

## **7. Deliveries to the Title Company.**

7.1. By Seller. On or before the Closing Date, Seller shall deliver the following into escrow with the Title Company:

7.1.1. Deed. A Quit Claim Property Line Adjustment Deed (the "Deed"), duly executed and acknowledged in recordable form by Seller, conveying the Property to NCPRD, without representation or warranty, but free and clear of all liens and encumbrances except the Permitted Exceptions accepted by NCPRD pursuant to Section 4 above. The Title Company's usual, preprinted exceptions (typically listed as general exceptions 1 through 5 on the Title Report) shall not be listed as exceptions on the Deed.

7.1.2. Proof of Authority. Such proof of Seller's authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or NCPRD.

7.1.3. Lien Affidavits. Any lien affidavits or mechanic's lien indemnifications as may be reasonably requested by the Title Company in order to issue the Title Policy.

7.1.4. Other Documents. Such other fully executed documents and funds as are required of Seller to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

7.2. By NCPRD. On or before the Closing Date, NCPRD shall deliver the following into escrow with the Title Company.

7.2.1. Purchase Price. The Purchase Price, in accordance with Section 2 above.

7.2.2. Proof of Authority. Such proof of NCPRD's authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Seller.

7.2.3. Other Documents. Such other fully executed documents and funds as are required of NCPRD to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

**8. Deliveries to NCPRD at Closing.** At Closing, Seller shall deliver to NCPRD exclusive possession of the Property.

**9. Title Insurance.** At Closing, Seller shall cause the Title Company to issue to NCPRD a standard ALTA owner's title insurance policy in the full amount of the Purchase Price, insuring (a) fee simple title vested in NCPRD or its nominees, subject only to the Permitted Exceptions as established under Section 4 of this Agreement.

**10. Closing Costs.** Seller shall pay for the Title Policy, one-half of all escrow fees, any real property transfer or excise taxes, all recording charges other than those allocated to NCPRD below, and Seller's share of prorations pursuant to Section 11 below. NCPRD shall pay the cost of recording the Deed and the Memorandum, one-half of all escrow fees, and NCPRD's share of prorations pursuant to Section 11 below. NCPRD and Seller each shall pay for its own legal and professional fees incurred. All other costs and expenses are to be allocated between NCPRD and Seller in accordance with the customary practice in the county where the Property is located.

**11. Proration's and Taxes.**

11.1. Prorations. Any and all state, county, and/or city taxes for the current year, rents, or other income or operating expenses pertaining to the Property will be prorated between Seller and NCPRD as of the Closing Date.

11.2. Taxes and Assessments. All taxes, assessments, and encumbrances that will be a lien against the Property at Closing shall be satisfied by Seller at Closing. If Seller shall fail to do so, NCPRD may pay any such tax, assessment, encumbrance or other charge and deduct an amount equal to any such payment from the Purchase Price. If the Property is subject to farm or forest deferred taxes, Seller will have no obligation or responsibility for said deferred taxes, unless the Property becomes disqualified for or loses its deferred tax status as a result of Seller's actions prior to Closing in which case such taxes shall be Seller's responsibility.

**12. Seller's Representations and Warranties.** Seller hereby warrants and represents to NCPRD the following matters, and acknowledges that they are material inducements to NCPRD to enter into this Agreement. Seller agrees to indemnify, defend, and hold NCPRD harmless from all expense, loss, liability, damages and claims, including (without limitation) attorney's fees, arising out of the breach or falsity of any of Seller's representations, warranties, and covenants, which indemnity shall survive the Closing. These representations and warranties shall survive Closing. Seller warrants and represents to NCPRD that the following matters are true and correct, and will remain true and correct through Closing:

12.1. Authority. Seller has full power and authority to enter into this Agreement (and the persons signing this Agreement for Seller, if Seller is not an individual, have full power and authority to sign for Seller and to bind it to this Agreement) and to sell, transfer and convey all right, title, and interest in and to the Property in accordance with this Agreement. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

12.2. Property Condition. Per the Letter of Intent, the sale of the Property is "AS IS" and without representation or warranty as to its condition or suitability for NCPRD's intended use.

12.3. Changed Conditions. If prior to Closing, the physical status or condition of the Property is materially changed (i.e., by an event or act that destroys or impairs the value of the Property by more than

twenty five percent (25%)) (the Material Change), Seller shall promptly give written notice thereof. If Seller is unable or unwilling to remedy the Material Change before Closing, NCPRD may elect to either: (a) terminate this Agreement, in which case NCPRD will have no obligation to purchase the Property and the Earnest Money shall be refunded to NCPRD, or (b) subject to agreement by Seller, extend the Closing Date for a period not to exceed forty-five (45) days or until such problem has been remedied, whichever occurs first. Should NCPRD extend the Closing Date and the problem is not remedied within the 45-day timeframe, NCPRD may then elect to terminate this Agreement and receive a refund of its Earnest Money.

**13. Condition of the Property Through Closing.** Seller shall (a) maintain the Property in substantially the same condition as it was on the Effective Date, with no tree cutting, timber harvesting, or alteration of the Property in any way, (b) keep all existing insurance policies affecting the Property in full force and effect, (c) make all regular payments of interest and principal on any existing financing, (d) pay all real property taxes and assessments against the Property prior to delinquency, (e) comply with all government regulations, and (f) keep NCPRD timely advised of any repair or improvement required to keep the Property in substantially the same condition as it was on the Effective Date.

**14. NCPRD's Representations and Warranties.** In addition to any express agreements of NCPRD contained herein, the following constitute representations and warranties of NCPRD to Seller:

(a) Subject to the conditions stated herein, NCPRD has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein;

(b) Subject to the conditions stated herein, all requisite action has been taken by NCPRD in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein; and

(c) Subject to the conditions stated herein, the persons executing this Agreement and the instruments referred to herein on behalf of NCPRD have the legal power, right, and actual authority to bind NCPRD to the terms and conditions of this Agreement.

**15. Legal and Equitable Enforcement of This Agreement.**

15.1. Default by Seller. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Seller, NCPRD shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, including the Earnest Money, and will have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

15.2. Default by NCPRD. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by NCPRD, NCPRD and Seller agree that it would be impractical and extremely difficult to estimate the damages that Seller may suffer. Therefore, NCPRD and Seller agree that a reasonable estimate of the total net detriment that Seller would suffer in the event that NCPRD defaults and fails to complete the purchase of the Property is and will be an amount equal to the Earnest Money, plus Seller's actual out of pocket expenses incurred in connection with the transaction. This amount shall be Seller's sole and exclusive remedy (whether at law or in equity), and the full, agreed, and liquidated damages for the breach of this Agreement by NCPRD. The payment of said amount as liquidated damages is not intended as a forfeiture or penalty. All other claims to damage or other remedies are hereby expressly waived by Seller. Upon a termination due to a default by NCPRD, this Agreement will terminate and except as set forth in this section, neither party will have any further rights or obligations hereunder or to one another.



**16. Risk of Loss, Condemnation.** Seller bears the risk of all loss or damage to the Property from all causes, through the Closing Date. If, before the Closing Date, all or any part of the Property is damaged, destroyed, condemned, or threatened with condemnation, Seller shall give NCPRD written notice of such event. NCPRD may terminate this Agreement by giving written notice to Seller within fifteen (15) days following receipt by NCPRD of written notice from Seller of such casualty or condemnation and the Title Company shall return the Earnest Money to NCPRD.

**17. Notices.** All notices required or permitted to be given must be in writing to the address set forth below and will be deemed given upon (a) personal service, (b) deposit in the United States Mail, postage prepaid, or (c) deposit with a nationally recognized overnight courier service. All such notices shall be deemed received (x) upon personal service, (y) three (3) days after deposit in the United States Mail, postage prepaid, or (z) one (1) day after deposit with a nationally recognized overnight courier service.

To Seller: Anne Price  
Manager  
Brolin Co., LLC  
22234 175<sup>th</sup> Ave Se  
Kent, WA 98042  
Phone No. (206) 276-9147

To NCPRD: Sara Eckman  
Interim Director Business and Community Services  
150 Beaver creek Rd.  
Oregon City, OR 97045  
Phone No. (503) 742-4344

Copy to: County Counsel  
Clackamas County  
2051 Kaen Rd.  
Oregon City, OR 97045  
Phone No. (503) 742-8362

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manners set forth above will be effective when received by the party for whom it is intended. Telephone, email, and fax numbers are for information only.

**18. No Broker or Commission.** Each party represents and warrants to the other that it has not used or engaged a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person or entity asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, then Seller shall indemnify, hold harmless, and defend NCPRD from and against any such claim if based on any action, agreement, or representations made by Seller; and NCPRD shall indemnify, hold harmless, and defend Seller from and against any such claim if based on any action, agreement, or representations made by NCPRD.

**19. Further Actions of NCPRD and Seller.** NCPRD and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and both parties shall use their best efforts to accomplish Closing in accordance with the provisions hereof.

**20. Accommodating a 1031 Exchange.** (Not applicable)

## 21. Miscellaneous.

21.1. Recording of Memorandum. On the Effective Date the parties shall execute a memorandum of this Agreement (the "Memorandum"), which NCPRD may cause to be recorded against the Property, at its sole expense.

21.2. Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance is, to any extent, found invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

21.3. Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

21.4. Survival of Representations. The covenants, agreements, representations, and warranties made herein shall survive Closing and will not merge into the Deed.

21.5. Successors and Assigns. This Agreement will be binding on and will inure to the benefit of the successors and assigns of the parties to it. NCPRD may assign all or any portion of its interest in this Agreement to a park-providing entity without the consent of Seller.

21.6. Representation. This Agreement was prepared by NCPRD. Seller represents that Seller had an opportunity to consult with its own legal counsel prior to executing this Agreement. Seller waives any claim that any term or condition herein should be construed against the drafter of the Agreement. This Agreement shall be construed as if it had been prepared by both parties.

21.7. Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it. This Agreement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

21.8. Time of Essence. Seller and NCPRD hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision contained in this Agreement. Unless otherwise specified herein, in computing any period of time described in this Agreement, whenever a date for an action required to be performed falls on a Saturday, Sunday, or a state or federal holiday, then such date shall be extended to the following business day.

21.9. Recitals. The statements and information set forth in the Recitals are hereby incorporated as if fully set forth herein and shall be used for the purposes of interpreting this Agreement.

21.10. Governing Law. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement is governed by and should be interpreted in accordance with the laws of the state of Oregon.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND

USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

**This document will automatically expire on \_\_\_\_\_, 2021 at 5:00 p.m., if not executed by Seller within that time and delivered to NCPRD pursuant to the notice requirements contained in Section 17 above.**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature specified below.

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT,  
An ORS Chapter 451 county service district:

BROLIN CO., LLC, SELLER:

By: \_\_\_\_\_  
Tootie Smith  
Chair of the Board of Directors

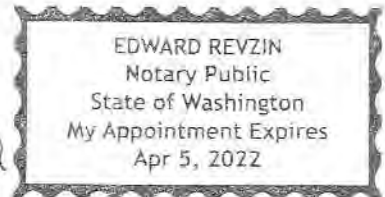
By: \_\_\_\_\_  
Print Name: John Hallstrom

Date: \_\_\_\_\_

Title: Brolin Co., LLC - Manager

Date: 4.21.21

*State of WA  
County of King  
This record was acknowledged  
before me on 4/21/21  
by John G Hallstrom*



*Edward Revzin  
Notary Public  
Comm exp 4/5/2022*



**Exhibit A**  
**Property Legal Description**

TAX LOT 4400 (2-1E-12AC)

A PORTION OF VACATED OLIVE AVENUE ORDER NO. 77-879, DOCUMENT NO. 77-23737

A 25.00 FOOT WIDE STRIP OF LAND, SITUATED IN THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON , SAID TRACT BEING A PORTION OF VACATED OLIVE AVENUE, ORDER NO. 77-879, RECORDED IN DOCUMENT NO. 77-23737, CLACKAMAS COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH DIAMETER IRON PIPE AT THE MOST WESTERLY CORNER OF LOT 2, "SPAULDING ACRES", PLAT NO. 298, CLACKAMAS COUNTY PLAT RECORDS , SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID VACATED OLIVE AVENUE (50.00 FEET WIDE); THENCE S.51°00'23"W., 25.00 FEET TO A 1/2 INCH DIAMETER IRON PIPE AT THE CENTERLINE OF SAID VACATED OLIVE AVENUE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE, S.37°23'29"E., 96.06 FEET TO A 5/8 INCH DIAMETER IRON ROD WITH AN ALUMINUM CAP STAMPED "CES NW INC"; THENCE S.61°33'09"W., 25.31 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID VACATED OLIVE AVENUE; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE , N.37°23' 29"W., 91.42 FEET; THENCE N.51°00'23"E., 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2345 SQUARE FEET.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION ARE BASED UPON INFORMATION FROM SURVEY NO. 2020-041, CLACKAMAS COUNTY SURVEY RECORDS.

**MAIL TAX STATEMENTS TO:**

North Clackamas Parks and Recreation District  
150 S. Beavercreek Rd.  
Oregon City, OR 97045

**AFTER RECORDING RETURN TO:**

North Clackamas Parks and Recreation District  
150 S. Beavercreek Rd.  
Oregon City, OR 97045

**GRANTOR'S ADDRESS:**

Brolin Co., LLC  
Attn: Anne Price  
22234 175<sup>th</sup> Avenue SE  
Kent, WA 98042

**GRANTEE'S ADDRESS:**

North Clackamas Parks and Recreation District  
150 S. Beavercreek Rd.  
Oregon City, OR 97045

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**PROPERTY LINE ADJUSTMENT DEED**

**Brolin Co., LLC (“Grantor”)**, is the owner of real property located in Clackamas County, Oregon, referred to herein as “**Tract 1**,” and more particularly described on **Exhibit “A**,” which is attached hereto and by this reference incorporated herein. **The North Clackamas Parks and Recreation District (“Grantee”)**, is the owner of real property located in Clackamas County, Oregon, referred to herein as “**Tract 2**,” more particularly described on **Exhibit “B**,” which is attached hereto and by this reference incorporated herein.

The purpose of this Property Line Adjustment Deed (the “**Deed**”) is to effect a property line adjustment between Tract 1 and Tract 2 such that Tract 1 will be decreased in size by approximately 0.05 acres and will hereafter consist of only the land described on **Exhibit “D**,” which is attached hereto and incorporated herein by this reference, and Tract 2 will be increased in size by approximately 0.05 acres and will hereafter consist of the land more particularly described on **Exhibit “E**,” which is attached hereto and incorporated herein by this reference.

NOW THEREFORE, in order to effect the property line adjustment and to create the reconfigured lots as described on **Exhibits “D**” and “**E**,” Grantor does hereby grant, transfer, and convey unto Grantee, and Grantee does hereby grant, transfer, and convey unto Grantor all of that certain real property situated in Clackamas County, Oregon, described on **Exhibit “C**,” which is attached hereto and by this reference incorporated herein.

The true and actual consideration for this transfer, stated in terms of dollars is \$31,631.00; however the actual consideration consists of other property or values which is the whole consideration. The purpose of this Deed is to effect a property line adjustment, and the two parcels are to remain separate and distinct.



Property Line Adjustment  
Deed

“BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336, AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

This Property Line Adjustment Deed is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:**  
**Brolin Co., LLC**

**GRANTEE:**  
**North Clackamas Parks and Recreation  
District**

\_\_\_\_\_  
John Hallstrom, Manager

\_\_\_\_\_  
Tootie Smith, Chair of the Board of Directors

STATE OF WASHINGTON )  
  ) SS  
COUNTY OF KING      )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN HALLSTROM to me known to be the person(s) who signed as Manager, of **BROLIN CO. LLC, LLC, an Oregon limited liability company**, that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said limited partnership.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Property Line Adjustment  
Deed

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington, residing  
at \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

Property Line Adjustment  
Deed

This conveyance is approved as to form and content and accepted by North Clackamas Parks and Recreation District, an Oregon ORS Chapter 451 County Service District

Approved as to form:

North Clackamas Parks and Recreation District, an Oregon ORS Chapter 451 County Service District

\_\_\_\_\_  
By: Tootie Smith  
as: Chair of the Board of Directors

State of Oregon                    )  
  ) ss.  
County of Clackamas            )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021 by Tootie Smith, as Chair of the Board of Directors of the North Clackamas Parks and Recreation District, an Oregon ORS Chapter 451 County Service District on behalf of said entity.

Before me:

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

## Exhibit A

As last recorded in Clackamas County Document 2000-0000522

### PARCEL I:

A tract of land in the East one-half of Section 12, Township 2 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, further described as follows:

Beginning at a point in the Southeasterly line of Risley Avenue that is 150.00 feet Northeasterly from the intersection of said line with the Northeasterly line of Mcloughlin Blvd.; thence North  $52^{\circ}59'20''$  East along the Southeasterly line of Risley Avenue, 323.78 feet to an iron rod at the intersection of said line with the Southwesterly line of Olive Avenue; thence South  $40^{\circ}07'39''$  East along said Southwesterly line of Olive Avenue a distance of 410.24 feet to  $5/8$  inch iron rod; thence South  $37^{\circ}00'37''$  East along the Southwesterly line of Olive Avenue a distance of 125.56 feet; thence South  $61^{\circ}55'$  West 574.96 feet to a point in the Northeasterly line of Mcloughlin Blvd.; thence North  $28^{\circ}05'$  West along said Northeasterly line, a distance of 251.39 feet to a point that is 200.00 feet Southeasterly from the intersection of said line with the Southeasterly line of Risley Avenue; thence North  $52^{\circ}59'20''$  East parallel with Risley Avenue, a distance of 150.00 feet; thence North  $28^{\circ}05'$  West parallel with Mcloughlin Blvd., a distance of 200.00 feet to the place of beginning.

### PARCEL II:

The Southwesterly one-half of vacated Olive Avenue inuring to said tract by reason of Vacation Order No. 77-879, recorded June 20, 1977 as Fee No. 77 23737.

## Exhibit B

As last recorded in Clackamas County Document 2018-019601

LEGAL DESCRIPTION: Real property in the County of Clackamas, State of Oregon, described as follows:

PARCEL I:

Lots 2 and 7, SPAULDING ACRES, in the County of Clackamas and State of Oregon.

TOGETHER WITH those portions of Olive Avenue and Spaulding Avenue which inured thereto by vacation ordinances recorded October 31, 1966 in Book 681, page 770 and June 20, 1977 as Recording No. 77023737.

EXCEPTING THEREFROM that portion that portion conveyed to Clackamas County for road purposes by deeds recorded July 23, 1997 as Recording Nos. 97054539 and 97054540.

PARCEL II:

A portion of Lot 1, SPAULDING ACRES, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a stone which marks the most Southwesterly corner of the Orin Kellogg Donation Land Claim No. 53 in Township 2 South, Range 1 East of the Willamette Meridian, and which also marks the most Southwesterly corner of Tract 1 of SPAULDING ACRES; thence Easterly, along the Southerly line of said Tract 1 of said SPAULDING ACRES, 557.20 feet to a stone and being the true point of beginning; thence Southerly and at right angles to the line hereinabove described, 148.85 feet; thence Easterly and at right angles to the line just mentioned, 132 feet to the Westerly side of Olive Avenue, according to the plat of said SPAULDING ACRES; thence Northerly, along the Westerly line of said Olive Avenue, to a point where the line first described herein would intersect, if extended, the Easterly line of said Olive Avenue; thence Westerly, along said line extended, to the point of beginning.

TOGETHER WITH those portions of Olive Avenue and Spaulding Avenue which inured thereto by vacation ordinances recorded October 31, 1966 in Book 681, page 770 and June 20, 1977 as Recording No. 77023737.

PARCEL III:

That tract of land conveyed to the School District of Clackamas County, Oregon by deed recorded June 12, 1890 in Book 36, page 311, being located in the Northeast quarter of Section 12, Township 2 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon and lying Easterly of the East boundary of the Stephen Walker Donation Land Claim, Southerly of the South line of Lot 1, SPAULDING ACRES, West of the West line of Olive Avenue and Northerly of the North line of Concord Road.

TOGETHER WITH those portions of Olive Avenue and Spaulding Avenue which inured thereto by

Property Line Adjustment  
Deed

vacation ordinances recorded October 31, 1966 in Book 681, page 770 and June 20, 1977 as Recording No. 77023737.

EXCEPTING THEREFROM that portion that portion conveyed to Clackamas County for road purposes by deeds recorded July 23, 1997 as Recording Nos. 97054539 and 97054540.

## **Exhibit C**

The Southwesterly one-half of vacated Olive Avenue inuring to Tax Lot 21E12AC04400 by reason of Vacation Order No. 77-879, recorded June 20, 1977 as Fee No. 77 23737.

## Exhibit D

A tract of land in the East one-half of Section 12, Township 2 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, further described as follows:

Beginning at a point in the Southeasterly line of Risley Avenue that is 150.00 feet Northeasterly from the intersection of said line with the Northeasterly line of Mcloughlin Blvd.; thence North 52°59'20" East along the Southeasterly line of Risley Avenue, 323.78 feet to an iron rod at the intersection of said line with the Southwesterly line of Olive Avenue; thence South 40°07'39" East along said Southwesterly line of Olive Avenue a distance of 410.24 feet to 5/8 inch iron rod; thence South 37°00'37" East along the Southwesterly line of Olive Avenue a distance of 125.56 feet; thence South 61°55' West 574.96 feet to a point in the Northeasterly line of Mcloughlin Blvd.; thence North 28°05' West along said Northeasterly line, a distance of 251.39 feet to a point that is 200.00 feet Southeasterly from the intersection of said line with the Southeasterly line of Risley Avenue; thence North 52°59'20" East parallel with Risley Avenue, a distance of 150.00 feet; thence North 28°05' West parallel with Mcloughlin Blvd., a distance of 200.00 feet to the place of beginning.



## Exhibit E

LEGAL DESCRIPTION: Real property in the County of Clackamas, State of Oregon, described as follows:

### PARCEL I:

Lots 2 and 7, SPAULDING ACRES, in the County of Clackamas and State of Oregon.

TOGETHER WITH those portions of Olive Avenue and Spaulding Avenue which inured thereto by vacation ordinances recorded October 31, 1966 in Book 681, page 770 and June 20, 1977 as Recording No. 77023737.

EXCEPTING THEREFROM that portion that portion conveyed to Clackamas County for road purposes by deeds recorded July 23, 1997 as Recording Nos. 97054539 and 97054540.

### PARCEL II:

A portion of Lot 1, SPAULDING ACRES, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a stone which marks the most Southwesterly corner of the Orin Kellogg Donation Land Claim No. 53 in Township 2 South, Range 1 East of the Willamette Meridian, and which also marks the most Southwesterly corner of Tract 1 of SPAULDING ACRES; thence Easterly, along the Southerly line of said Tract 1 of said SPAULDING ACRES, 557.20 feet to a stone and being the true point of beginning; thence Southerly and at right angles to the line hereinabove described, 148.85 feet; thence Easterly and at right angles to the line just mentioned, 132 feet to the Westerly side of Olive Avenue, according to the plat of said SPAULDING ACRES; thence Northerly, along the Westerly line of said Olive Avenue, to a point where the line first described herein would intersect, if extended, the Easterly line of said Olive Avenue; thence Westerly, along said line extended, to the point of beginning.

TOGETHER WITH those portions of Olive Avenue and Spaulding Avenue which inured thereto by vacation ordinances recorded October 31, 1966 in Book 681, page 770 and June 20, 1977 as Recording No. 77023737.

### PARCEL III:

That tract of land conveyed to the School District of Clackamas County, Oregon by deed recorded June 12, 1890 in Book 36, page 311, being located in the Northeast quarter of Section 12, Township 2 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon and lying Easterly of the East boundary of the Stephen Walker Donation Land Claim, Southerly of the South line of Lot 1, SPAULDING ACRES, West of the West line of Olive Avenue and Northerly of the North line of Concord Road.

Property Line Adjustment  
Deed

TOGETHER WITH those portions of Olive Avenue and Spaulding Avenue which inured thereto by vacation ordinances recorded October 31, 1966 in Book 681, page 770 and June 20, 1977 as Recording No. 77023737.

EXCEPTING THEREFROM that portion that portion conveyed to Clackamas County for road purposes by deeds recorded July 23, 1997 as Recording Nos. 97054539 and 97054540.

PARCEL IV:

The Southwesterly one-half of vacated Olive Avenue inuring to Tax Lot 21E12AC04400 by reason of Vacation Order No. 77-879, recorded June 20, 1977 as Fee No. 77 23737.

**AFTER RECORDING RETURN TO:**

North Clackamas Parks  
and Recreation District  
150 S. Beaver Creek Rd.  
Oregon City, OR 97045

**MEMORANDUM OF PURCHASE AND SALE AGREEMENT**

This is a memorandum of that certain Agreement of Purchase and Sale ("Agreement") between Brolin Co., LLC and Oregon limited liability company ("Seller"), and the North Clackamas Parks and Recreation District ("Buyer"), a county service district organized under ORS chapter 451, signed by Seller on May \_\_\_\_, 2021. By said Agreement, Seller has agreed to sell to Buyer, Seller's interest in that certain real property in Clackamas County, described in Exhibit A attached hereto and incorporated herein by this reference. If not earlier paid, all amounts owed under the Agreement shall be due and payable at Closing on or before May 13, 2021, if Closing is not otherwise extended as provided for therein. The actual and true consideration for the conveyance at Closing will be \$31,631.

This conveyance is approved as to form and content and accepted by North Clackamas Parks and Recreation District, an Oregon ORS Chapter 451 County Service District

IN WITNESS WHEREOF, the parties have caused this memorandum to be executed as of the day and year first written above.

**SELLER:**  
**Brolin Co., LLC**

**BUYER:**  
**North Clackamas Parks and  
Recreation District**

\_\_\_\_\_  
John Hallstrom, Manager

\_\_\_\_\_  
Tootie Smith  
Chair of the Board of Directors

// // //

// // //

// // //

State of Washington            )  
  ) ss.  
County of King                    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021 by John Hallstrom, as manager, Brolin Co., LLC .

Before me:

\_\_\_\_\_  
Notary Public for Washington  
My Commission Expires: \_\_\_\_\_

State of Oregon                 )  
  ) ss.  
County of Clackamas            )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021 by Tootie Smith, as Chair of the Board of Directors of the North Clackamas Parks and Recreation District, an Oregon ORS Chapter 451 County Service District on behalf of said entity.

Before me:

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**Exhibit A**  
**Property Legal Description**

TAX LOT 4400 (2-1E-12AC)

A PORTION OF VACATED OLIVE AVENUE ORDER NO. 77-879, DOCUMENT NO. 77-23737

A 25.00 FOOT WIDE STRIP OF LAND, SITUATED IN THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON , SAID TRACT BEING A PORTION OF VACATED OLIVE AVENUE, ORDER NO. 77-879, RECORDED IN DOCUMENT NO. 77-23737, CLACKAMAS COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH DIAMETER IRON PIPE AT THE MOST WESTERLY CORNER OF LOT 2, "SPAULDING ACRES", PLAT NO. 298, CLACKAMAS COUNTY PLAT RECORDS , SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID VACATED OLIVE AVENUE (50.00 FEET WIDE); THENCE S.51°00'23"W., 25.00 FEET TO A 1/2 INCH DIAMETER IRON PIPE AT THE CENTERLINE OF SAID VACATED OLIVE AVENUE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE, S.37°23'29"E., 96.06 FEET TO A 5/8 INCH DIAMETER IRON ROD WITH AN ALUMINUM CAP STAMPED "CES NW INC"; THENCE S.61°33'09"W., 25.31 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID VACATED OLIVE AVENUE; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE , N.37°23' 29"W., 91.42 FEET; THENCE N.51°00'23"E., 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2345 SQUARE FEET.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION ARE BASED UPON INFORMATION FROM SURVEY NO. 2020-041, CLACKAMAS COUNTY SURVEY RECORDS.



**BUSINESS AND COMMUNITY SERVICES  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building  
150 Beaver Creek Road, Oregon City, OR 97045

Sarah Eckman, BCS Interim Director

May 13, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Purchase and Sale Agreement between the North Clackamas Parks and Recreation District (NCPRD) and Brolin Co., LLC

<b>Purpose/Outcome</b>	To acquire 2,343 square feet of land to improve access to the future NCPRD park, community center, administrative offices and the Oak Lodge Library to be located at 3811 SE Concord Road, Oak Grove commonly called the Concord Property.
<b>Dollar Amount and Fiscal Impact</b>	\$31,631 plus closing costs.
<b>Funding Source</b>	NCPRD funds and Business and Community Services Dept. (BCS) funds
<b>Duration</b>	Perpetual ownership of land will be shared between NCPRD and Oak Lodge Library.
<b>Previous Board Action/Review</b>	Previously discussed at a BCC Executive Session on Sept. 22, 2020.
<b>Strategic Plan Alignment</b>	<p>1. <i>How does this item align with your department's Strategic Business Plan goals?</i></p> <ul style="list-style-type: none"> <li>Aligns with strategic result number 3: By 2024, NCPRD residents will have access to a new community center and park on the NCPRD-owned Concord Property.</li> </ul> <p>2. <i>How does this item align with the County's Performance Clackamas goals?</i></p> <ul style="list-style-type: none"> <li>Provide public spaces and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities.</li> <li>Promote a <i>Healthy and Active Lifestyle</i> by providing a park and community center with spaces for residents to be active.</li> <li>Design with a lens of <i>Equity, Diversity and Inclusion</i> by engaging diverse audiences and maximizing access to a park and recreation near public transportation.</li> <li>Promote <i>Carbon Neutrality</i> by: <ul style="list-style-type: none"> <li>providing higher quality natural areas and access by building near alternative modes of transportation, and</li> <li>building sustainable projects using photovoltaic panels for power to reduce future operating costs.</li> </ul> </li> </ul>
<b>Counsel Review</b>	<p>1. Date of Counsel review: 04/22/21</p> <p>2. Initials of County Counsel performing review: JM</p>

<b>Procurement Review</b>	Since this is a real estate transaction, it was not processed through Procurement.
<b>Contact Person</b>	Sarah Eckman, BCS Interim Director, 503-894-3135
<b>Contract No.</b>	N/A

**BACKGROUND:**

NCPRD purchased the six-acre Concord Property in 2018 as part of a Strategic Partnership with North Clackamas School District. Since then, the Department of Business and Community Services, including the Oak Lodge Library and NCPRD, completed a community master planning effort that located the Oak Lodge Library, a park, a community center, and NCPRD administrative offices on the site. This effort also determined that a 2,343 square-foot parcel of adjacent property would significantly improve access on the north side of the site from SE Olive Avenue.

At this time, only half of Olive Avenue provides access to the site. The subject property was previously designated as right-of-way and provided full access to the site, but it was vacated by the county and divided between the adjacent property owners, limiting site access. If the Purchase and Sale Agreement is approved by the Board, the full width of Olive Avenue would be available for cyclists and pedestrians to access the library, park, and community center. Please see attached drawing.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners, acting as the NCPRD Board of Directors, approve the Purchase and Sale Agreement.

**ATTACHMENTS:**

Drawing  
Purchase and Sale Agreement

Respectfully submitted,



Sarah Eckman, Interim Director  
Business and Community Services



NCPRD-owned Concord Property  
Brolin Co. LLC Property in NW Corner



## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between Brolin Co., LLC, an Oregon limited liability company ("Seller"), and the North Clackamas Parks and Recreation District, a county service district organized under ORS chapter 451 ("NCPRD").

### RECITALS

- A. Seller is the owner of approximately 2,343 square feet of real property, together with all the improvements thereon and all rights appurtenant thereto (including but not limited to access rights, timber rights, water rights, grazing rights, development rights and mineral rights), located at 15550 SE McLoughlin Blvd., Milwaukie, in the County of Clackamas, State of Oregon, commonly known as a portion of Tax Lot 4400 map 2-1E-12AC, and more particularly described on the attached Exhibit A (the "Property"). The full property is known as Tax Parcel 00280797 (Entire Parcel).
- B. NCPRD desires to purchase from Seller, and Seller desires to sell and convey to NCPRD, all right, title and interest in the Property.
- C. The terms of this Agreement are as follows:

### TERMS

**1. Purchase and Sale.** Seller agrees to sell and convey to NCPRD, and NCPRD agrees to purchase from Seller, the Property upon the terms and conditions set forth below in this Agreement.

**2. Purchase Price.** Subject to the appraisal condition set forth in Section 0 below, the Purchase Price for the Property is THIRTY ONE THOUSAND SIX HUNDRED THIRTY ONE DOLLARS (\$31,631), payable as follows:

2.1. Earnest Money Deposit. Within five (5) business days after execution of both this Agreement, NCPRD shall deposit into escrow with (the "Title Company") the sum of \$FIVE THOUSAND DOLLARS (\$5,000)(the "Earnest Money"). The term "Earnest Money" shall include all interest earned thereon. At Closing, the Earnest Money will be credited toward payment of the Purchase Price.

2.2. Balance of Purchase Price. On or before the Closing Date (as hereafter defined), NCPRD shall deposit into escrow with the Title Company the balance of the Purchase Price.

**3. Closing Date.** This transaction shall close no later than May 27, 2021, unless otherwise extended as set forth herein (the "Closing Date" or "Closing"). Closing will occur at the office of the First American Title Company, located at 200 SW Market St., Suite 250, Portland, Oregon 97201.

**4. NCPRD's Title Review.**

4.1. Title Report; Unacceptable Exceptions. NCPRD has obtained a preliminary title report on the Property from the Title Company, along with legible copies of all plats and exceptions documents referenced in such report (the "Title Report"). NCPRD will have ten (10) days following the Effective Date to review the Title Report and give Seller written notice of the exceptions listed in the Title Report that are unacceptable to NCPRD (the "Unacceptable Exceptions"). Mortgages, delinquent taxes, or other financial obligations secured by the Property are automatically deemed Unacceptable Exceptions. If NCPRD notifies Seller of any Unacceptable Exceptions, Seller will thereafter have fifteen (15) days to give NCPRD written notice that Seller will remove the Unacceptable Exceptions from title to the Property

prior to Closing (at Seller's sole cost and expense) or that Seller will not remove the Unacceptable Exceptions. Seller's failure to deliver such notice shall be deemed to mean that Seller will remove the Unacceptable Exceptions. If Seller elects not to remove any of the Unacceptable Exceptions and NCPRD is not then satisfied with the condition of title, NCPRD may elect to terminate this Agreement, in which event the Earnest Money shall be returned to NCPRD.

4.2. Failure to Deliver Clean Title at Closing. If Seller fails to eliminate any Unacceptable Exception by the Closing Date, then NCPRD may, without limiting any of its otherwise available remedies, elect to either (a) accept title to the Property subject to such exceptions, (b) refuse to accept the Property and terminate this Agreement, in which case the Earnest Money shall be refunded to NCPRD, or (c) subject to Seller's written consent, extend the Closing Date for a period of forty-five (45) days to provide Seller with additional time to remove such exceptions. If NCPRD elects option (c) and at the end of the 45-day period such exceptions have not been removed, NCPRD may then elect to proceed in accordance with either option (a) or (b) described above. To the extent that an Unacceptable Exception is a monetary lien or financial obligation secured by the Property, the Title Company is hereby directed to pay off such lien or obligation to the extent that it can be satisfied by application of all or a portion of the Purchase Price delivered into escrow by NCPRD at Closing.

4.3. Permitted Exceptions. All exceptions other than the Unacceptable Exceptions shall be deemed acceptable to NCPRD (the "Permitted Exceptions"); provided, however, that in no event will mortgages, delinquent taxes, or other financial obligations secured by the Property be deemed Permitted Exceptions. Should the Title Company inform NCPRD of any new title exceptions not appearing on the initial Title Report, such new exceptions shall be deemed Unacceptable Exceptions, unless specifically accepted in writing by NCPRD.

## 5. NCPRD's Due Diligence and Inspection Thirty Day Contingency Period.

5.1. Seller's Delivery of Documents. Within five (5) business days after the Effective Date, Seller shall deliver to NCPRD any and all material information and documentation in Seller's possession or control pertaining to the Property (not the Entire Parcel) (the "Due Diligence Documents"). The Due Diligence Documents include (without limitation) copies of (a) all environmental data, studies, analyses, and reports relating to the Property or any neighboring property, (b) any existing survey of the Property, (c) any existing leases, boundary agreements, road maintenance agreements, or other contracts relating to all or a portion of the Property, (d) all topographical, geotechnical, wetlands, soils, and groundwater reports, or any other professional reports relating to the Property, (e) any well logs or water right certificates or permits relating to the Property, and (f) copies of any government permits, land use approvals or conditions, or zoning restrictions affecting the Property. If Seller is aware of the existence of any material information or documentation pertaining to the Property that is not in Seller's possession or control, Seller shall notify NCPRD of the existence of such information within five (5) business days after the Effective Date or two (2) business days after learning of such information. Should Seller fail to timely provide NCPRD with any Due Diligence Documents within the thirty (30) day Due Diligence and Inspection period, NCPRD may, at NCPRD's sole discretion, terminate the sale or, subject to Seller's consent, extend the Closing Date for a period not to exceed ten (10) days so that NCPRD may have adequate time to review such additional documentation.

5.2. Property and Environmental Inspections. NCPRD and its agents, including but not limited to consultants, surveyors, engineers, home inspectors, appraisers, and other professionals hired by NCPRD, shall have the right to access the Property (not the Entire Parcel) to conduct environmental studies (including Phase I and Phase II Environmental Site Assessments), structural inspections, sewer and septic system sampling, asbestos and lead testing, and any other due diligence NCPRD deems necessary or desirable, within the thirty (30) day Due Diligence and Inspection Period. Seller shall cooperate with NCPRD in making such inspections, at no cost to Seller. NCPRD and its agents will have the right to

enter the Property at reasonable times before Closing to perform such surveys, analyses, studies, appraisals, and other due diligence that NCPRD deems necessary or desirable; provided, however, that NCPRD shall give Seller forty-eight (48) hours notice prior to entering onto the Property. Any area disturbed by NCPRD's inspections shall be restored by NCPRD, at NCPRD's sole costs and expense, to substantially its pre-inspection condition. NCPRD shall indemnify, defend, and hold Seller harmless from all claims and liabilities of any kind, including but not limited to personal injury and property damages, from NCPRD's Property and Environmental Inspections. NCPRD shall keep the Property lien free. The provisions of this Section 5.2 shall survive Closing or termination of the Agreement.

## **6. Conditions Precedent to Closing.**

6.1. Conditions Precedent to NCPRD's Obligations. In addition to any other conditions contained in this Agreement, the conditions set forth in this Section 6.1 must be satisfied prior to NCPRD's obligation to acquire the Property. These conditions are intended solely for NCPRD's benefit and NCPRD has the sole right and discretion to waive, by written notice, any of the conditions. In the event any condition is not satisfied or waived on or before Closing, NCPRD will have the right to terminate this Agreement, in which event the Earnest Money shall promptly be returned to NCPRD.

6.1.1. Due Diligence and Inspection Contingency. NCPRD must be satisfied, in its sole and absolute discretion, with its review of the Due Diligence Documents, the Property, and the results of NCPRD's inspections of the Property conducted under Section 5.2 above, all within thirty (30) days of the Effective Date. If NCPRD gives notice to Seller prior to thirty (30) days after the Effective Date that NCPRD is not satisfied with the Property due to the results of its due diligence and inspections under Section 5, then this Agreement will automatically terminate and the Earnest Money shall be refunded to NCPRD, unless Seller and NCPRD agrees to an extension not to exceed twenty (20) days so that Seller and NCPRD may address such results. If at the end of the extension period, NCPRD and Seller have not reached an agreement regarding the issues disclosed as a result of such due diligence and inspections, then this Agreement will automatically terminate and the Earnest Money shall be refunded to NCPRD.

6.1.2. Title. At Closing (a) Seller shall convey by Quit Claim Property Line Adjustment Deed (without title warranty of any kind) title to the Property to NCPRD in accordance with Section 7.1.1, and (b) the Title Company must be committed to issue to NCPRD the Title Policy described below in Section 9.

6.1.3. Representations, Warranties, and Covenants of Seller. Seller shall have performed all of its obligations hereunder, and Seller's representations and warranties set forth in this Agreement shall be true, complete and correct as of the Effective Date and as of the Closing Date.

6.1.4. No Material Changes. At Closing, there shall have been no material adverse changes related to or connected with the Property.

6.1.5. Seller's Deliveries. Seller shall have timely delivered each item to be delivered by Seller pursuant to this Agreement, including (without limitation) the documents and materials described below in Section 7.1.

6.1.6. Removal of Personal Property and Debris. Seller shall have removed or have caused to be removed from the Property, at Seller's sole cost and expense, any and all personal property and/or trash, rubbish, debris, illegally dumped materials or illegal fill materials.



6.1.7. Property Line Adjustment Approval. The sale is contingent upon NCPRD obtaining an approved Property Line Adjustment from Clackamas County on or before the Closing Date.

6.1.8. Survey Completed and Recorded. The sale is contingent upon NCPRD completing any required survey obligations on or before Closing.

6.2. Conditions Precedent to Seller's Obligations. Closing and Seller's obligations with respect to the transactions contemplated by this Agreement are subject to NCPRD's delivery to the Title Company on or before the Closing Date of (i) the Purchase Price and (ii) the documents and materials described below in Section 7.2.

6.3. Cancellation Fees and Expenses. In the event the escrow terminates because of the failure of any condition for a reason other than the default of Seller under this Agreement, NCPRD shall pay the cancellation charges required to be paid to the Title Company. In the event this escrow terminates because of Seller's default, Seller shall pay the cancellation charges required to be paid to the Title Company.

## **7. Deliveries to the Title Company.**

7.1. By Seller. On or before the Closing Date, Seller shall deliver the following into escrow with the Title Company:

7.1.1. Deed. A Quit Claim Property Line Adjustment Deed (the "Deed"), duly executed and acknowledged in recordable form by Seller, conveying the Property to NCPRD, without representation or warranty, but free and clear of all liens and encumbrances except the Permitted Exceptions accepted by NCPRD pursuant to Section 4 above. The Title Company's usual, preprinted exceptions (typically listed as general exceptions 1 through 5 on the Title Report) shall not be listed as exceptions on the Deed.

7.1.2. Proof of Authority. Such proof of Seller's authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or NCPRD.

7.1.3. Lien Affidavits. Any lien affidavits or mechanic's lien indemnifications as may be reasonably requested by the Title Company in order to issue the Title Policy.

7.1.4. Other Documents. Such other fully executed documents and funds as are required of Seller to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

7.2. By NCPRD. On or before the Closing Date, NCPRD shall deliver the following into escrow with the Title Company.

7.2.1. Purchase Price. The Purchase Price, in accordance with Section 2 above.

7.2.2. Proof of Authority. Such proof of NCPRD's authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Seller.

7.2.3. Other Documents. Such other fully executed documents and funds as are required of NCPRD to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

**8. Deliveries to NCPRD at Closing.** At Closing, Seller shall deliver to NCPRD exclusive possession of the Property.

**9. Title Insurance.** At Closing, Seller shall cause the Title Company to issue to NCPRD a standard ALTA owner's title insurance policy in the full amount of the Purchase Price, insuring (a) fee simple title vested in NCPRD or its nominees, subject only to the Permitted Exceptions as established under Section 4 of this Agreement.

**10. Closing Costs.** Seller shall pay for the Title Policy, one-half of all escrow fees, any real property transfer or excise taxes, all recording charges other than those allocated to NCPRD below, and Seller's share of prorations pursuant to Section 11 below. NCPRD shall pay the cost of recording the Deed and the Memorandum, one-half of all escrow fees, and NCPRD's share of prorations pursuant to Section 11 below. NCPRD and Seller each shall pay for its own legal and professional fees incurred. All other costs and expenses are to be allocated between NCPRD and Seller in accordance with the customary practice in the county where the Property is located.

**11. Proration's and Taxes.**

11.1. Prorations. Any and all state, county, and/or city taxes for the current year, rents, or other income or operating expenses pertaining to the Property will be prorated between Seller and NCPRD as of the Closing Date.

11.2. Taxes and Assessments. All taxes, assessments, and encumbrances that will be a lien against the Property at Closing shall be satisfied by Seller at Closing. If Seller shall fail to do so, NCPRD may pay any such tax, assessment, encumbrance or other charge and deduct an amount equal to any such payment from the Purchase Price. If the Property is subject to farm or forest deferred taxes, Seller will have no obligation or responsibility for said deferred taxes, unless the Property becomes disqualified for or loses its deferred tax status as a result of Seller's actions prior to Closing in which case such taxes shall be Seller's responsibility.

**12. Seller's Representations and Warranties.** Seller hereby warrants and represents to NCPRD the following matters, and acknowledges that they are material inducements to NCPRD to enter into this Agreement. Seller agrees to indemnify, defend, and hold NCPRD harmless from all expense, loss, liability, damages and claims, including (without limitation) attorney's fees, arising out of the breach or falsity of any of Seller's representations, warranties, and covenants, which indemnity shall survive the Closing. These representations and warranties shall survive Closing. Seller warrants and represents to NCPRD that the following matters are true and correct, and will remain true and correct through Closing:

12.1. Authority. Seller has full power and authority to enter into this Agreement (and the persons signing this Agreement for Seller, if Seller is not an individual, have full power and authority to sign for Seller and to bind it to this Agreement) and to sell, transfer and convey all right, title, and interest in and to the Property in accordance with this Agreement. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

12.2. Property Condition. Per the Letter of Intent, the sale of the Property is "AS IS" and without representation or warranty as to its condition or suitability for NCPRD's intended use.

12.3. Changed Conditions. If prior to Closing, the physical status or condition of the Property is materially changed (i.e., by an event or act that destroys or impairs the value of the Property by more than

twenty five percent (25%)) (the Material Change), Seller shall promptly give written notice thereof. If Seller is unable or unwilling to remedy the Material Change before Closing, NCPRD may elect to either: (a) terminate this Agreement, in which case NCPRD will have no obligation to purchase the Property and the Earnest Money shall be refunded to NCPRD, or (b) subject to agreement by Seller, extend the Closing Date for a period not to exceed forty-five (45) days or until such problem has been remedied, whichever occurs first. Should NCPRD extend the Closing Date and the problem is not remedied within the 45-day timeframe, NCPRD may then elect to terminate this Agreement and receive a refund of its Earnest Money.

**13. Condition of the Property Through Closing.** Seller shall (a) maintain the Property in substantially the same condition as it was on the Effective Date, with no tree cutting, timber harvesting, or alteration of the Property in any way, (b) keep all existing insurance policies affecting the Property in full force and effect, (c) make all regular payments of interest and principal on any existing financing, (d) pay all real property taxes and assessments against the Property prior to delinquency, (e) comply with all government regulations, and (f) keep NCPRD timely advised of any repair or improvement required to keep the Property in substantially the same condition as it was on the Effective Date.

**14. NCPRD's Representations and Warranties.** In addition to any express agreements of NCPRD contained herein, the following constitute representations and warranties of NCPRD to Seller:

(a) Subject to the conditions stated herein, NCPRD has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein;

(b) Subject to the conditions stated herein, all requisite action has been taken by NCPRD in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein; and

(c) Subject to the conditions stated herein, the persons executing this Agreement and the instruments referred to herein on behalf of NCPRD have the legal power, right, and actual authority to bind NCPRD to the terms and conditions of this Agreement.

**15. Legal and Equitable Enforcement of This Agreement.**

15.1. Default by Seller. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Seller, NCPRD shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, including the Earnest Money, and will have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

15.2. Default by NCPRD. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by NCPRD, NCPRD and Seller agree that it would be impractical and extremely difficult to estimate the damages that Seller may suffer. Therefore, NCPRD and Seller agree that a reasonable estimate of the total net detriment that Seller would suffer in the event that NCPRD defaults and fails to complete the purchase of the Property is and will be an amount equal to the Earnest Money, plus Seller's actual out of pocket expenses incurred in connection with the transaction. This amount shall be Seller's sole and exclusive remedy (whether at law or in equity), and the full, agreed, and liquidated damages for the breach of this Agreement by NCPRD. The payment of said amount as liquidated damages is not intended as a forfeiture or penalty. All other claims to damage or other remedies are hereby expressly waived by Seller. Upon a termination due to a default by NCPRD, this Agreement will terminate and except as set forth in this section, neither party will have any further rights or obligations hereunder or to one another.



**16. Risk of Loss, Condemnation.** Seller bears the risk of all loss or damage to the Property from all causes, through the Closing Date. If, before the Closing Date, all or any part of the Property is damaged, destroyed, condemned, or threatened with condemnation, Seller shall give NCPRD written notice of such event. NCPRD may terminate this Agreement by giving written notice to Seller within fifteen (15) days following receipt by NCPRD of written notice from Seller of such casualty or condemnation and the Title Company shall return the Earnest Money to NCPRD.

**17. Notices.** All notices required or permitted to be given must be in writing to the address set forth below and will be deemed given upon (a) personal service, (b) deposit in the United States Mail, postage prepaid, or (c) deposit with a nationally recognized overnight courier service. All such notices shall be deemed received (x) upon personal service, (y) three (3) days after deposit in the United States Mail, postage prepaid, or (z) one (1) day after deposit with a nationally recognized overnight courier service.

To Seller: Anne Price  
Manager  
Brolin Co., LLC  
22234 175<sup>th</sup> Ave Se  
Kent, WA 98042  
Phone No. (206) 276-9147

To NCPRD: Sara Eckman  
Interim Director Business and Community Services  
150 Beaver creek Rd.  
Oregon City, OR 97045  
Phone No. (503) 742-4344

Copy to: County Counsel  
Clackamas County  
2051 Kaen Rd.  
Oregon City, OR 97045  
Phone No. (503) 742-8362

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manners set forth above will be effective when received by the party for whom it is intended. Telephone, email, and fax numbers are for information only.

**18. No Broker or Commission.** Each party represents and warrants to the other that it has not used or engaged a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person or entity asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, then Seller shall indemnify, hold harmless, and defend NCPRD from and against any such claim if based on any action, agreement, or representations made by Seller; and NCPRD shall indemnify, hold harmless, and defend Seller from and against any such claim if based on any action, agreement, or representations made by NCPRD.

**19. Further Actions of NCPRD and Seller.** NCPRD and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and both parties shall use their best efforts to accomplish Closing in accordance with the provisions hereof.

**20. Accommodating a 1031 Exchange.** (Not applicable)

## 21. Miscellaneous.

21.1. Recording of Memorandum. On the Effective Date the parties shall execute a memorandum of this Agreement (the "Memorandum"), which NCPRD may cause to be recorded against the Property, at its sole expense.

21.2. Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance is, to any extent, found invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

21.3. Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

21.4. Survival of Representations. The covenants, agreements, representations, and warranties made herein shall survive Closing and will not merge into the Deed.

21.5. Successors and Assigns. This Agreement will be binding on and will inure to the benefit of the successors and assigns of the parties to it. NCPRD may assign all or any portion of its interest in this Agreement to a park-providing entity without the consent of Seller.

21.6. Representation. This Agreement was prepared by NCPRD. Seller represents that Seller had an opportunity to consult with its own legal counsel prior to executing this Agreement. Seller waives any claim that any term or condition herein should be construed against the drafter of the Agreement. This Agreement shall be construed as if it had been prepared by both parties.

21.7. Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it. This Agreement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

21.8. Time of Essence. Seller and NCPRD hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision contained in this Agreement. Unless otherwise specified herein, in computing any period of time described in this Agreement, whenever a date for an action required to be performed falls on a Saturday, Sunday, or a state or federal holiday, then such date shall be extended to the following business day.

21.9. Recitals. The statements and information set forth in the Recitals are hereby incorporated as if fully set forth herein and shall be used for the purposes of interpreting this Agreement.

21.10. Governing Law. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement is governed by and should be interpreted in accordance with the laws of the state of Oregon.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND



USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

**This document will automatically expire on \_\_\_\_\_, 2021 at 5:00 p.m., if not executed by Seller within that time and delivered to NCPRD pursuant to the notice requirements contained in Section 17 above.**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature specified below.

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT,  
An ORS Chapter 451 county service district:

By: \_\_\_\_\_  
Tootie Smith  
Chair of the Board of Directors

Date: \_\_\_\_\_

BROLIN CO., LLC, SELLER:

By: \_\_\_\_\_  
Print Name: John Hallstrom

Title: Brolin Co., LLC - Manager

Date: 4.21.21

*State of WA  
County of King  
This record was acknowledged  
before me on 4/21/21  
by John G Hallstrom*



*Edward Revzin  
Notary Public  
Comm exp 4/5/2022*

**Exhibit A**  
**Property Legal Description**

TAX LOT 4400 (2-1E-12AC)

A PORTION OF VACATED OLIVE AVENUE ORDER NO. 77-879, DOCUMENT NO. 77-23737

A 25.00 FOOT WIDE STRIP OF LAND, SITUATED IN THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON , SAID TRACT BEING A PORTION OF VACATED OLIVE AVENUE, ORDER NO. 77-879, RECORDED IN DOCUMENT NO. 77-23737, CLACKAMAS COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH DIAMETER IRON PIPE AT THE MOST WESTERLY CORNER OF LOT 2, "SPAULDING ACRES", PLAT NO. 298, CLACKAMAS COUNTY PLAT RECORDS , SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID VACATED OLIVE AVENUE (50.00 FEET WIDE); THENCE S.51°00'23"W., 25.00 FEET TO A 1/2 INCH DIAMETER IRON PIPE AT THE CENTERLINE OF SAID VACATED OLIVE AVENUE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE, S.37°23'29"E., 96.06 FEET TO A 5/8 INCH DIAMETER IRON ROD WITH AN ALUMINUM CAP STAMPED "CES NW INC"; THENCE S.61°33'09"W., 25.31 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID VACATED OLIVE AVENUE; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE , N.37°23' 29"W., 91.42 FEET; THENCE N.51°00'23"E., 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2345 SQUARE FEET.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION ARE BASED UPON INFORMATION FROM SURVEY NO. 2020-041, CLACKAMAS COUNTY SURVEY RECORDS.

**MAIL TAX STATEMENTS TO:**

North Clackamas Parks and Recreation District  
150 S. Beavercreek Rd.  
Oregon City, OR 97045

**AFTER RECORDING RETURN TO:**

North Clackamas Parks and Recreation District  
150 S. Beavercreek Rd.  
Oregon City, OR 97045

**GRANTOR'S ADDRESS:**

Brolin Co., LLC  
Attn: Anne Price  
22234 175<sup>th</sup> Avenue SE  
Kent, WA 98042

**GRANTEE'S ADDRESS:**

North Clackamas Parks and Recreation District  
150 S. Beavercreek Rd.  
Oregon City, OR 97045

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**PROPERTY LINE ADJUSTMENT DEED**

**Brolin Co., LLC (“Grantor”)**, is the owner of real property located in Clackamas County, Oregon, referred to herein as “**Tract 1**,” and more particularly described on **Exhibit “A**,” which is attached hereto and by this reference incorporated herein. **The North Clackamas Parks and Recreation District (“Grantee”)**, is the owner of real property located in Clackamas County, Oregon, referred to herein as “**Tract 2**,” more particularly described on **Exhibit “B**,” which is attached hereto and by this reference incorporated herein.

The purpose of this Property Line Adjustment Deed (the “**Deed**”) is to effect a property line adjustment between Tract 1 and Tract 2 such that Tract 1 will be decreased in size by approximately 0.05 acres and will hereafter consist of only the land described on **Exhibit “D**,” which is attached hereto and incorporated herein by this reference, and Tract 2 will be increased in size by approximately 0.05 acres and will hereafter consist of the land more particularly described on **Exhibit “E**,” which is attached hereto and incorporated herein by this reference.

NOW THEREFORE, in order to effect the property line adjustment and to create the reconfigured lots as described on **Exhibits “D**” and “**E**,” Grantor does hereby grant, transfer, and convey unto Grantee, and Grantee does hereby grant, transfer, and convey unto Grantor all of that certain real property situated in Clackamas County, Oregon, described on **Exhibit “C**,” which is attached hereto and by this reference incorporated herein.

The true and actual consideration for this transfer, stated in terms of dollars is \$31,631.00; however the actual consideration consists of other property or values which is the whole consideration. The purpose of this Deed is to effect a property line adjustment, and the two parcels are to remain separate and distinct.

Property Line Adjustment  
Deed

“BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336, AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.”

This Property Line Adjustment Deed is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:  
Brolin Co., LLC**

**GRANTEE:  
North Clackamas Parks and Recreation  
District**

\_\_\_\_\_  
John Hallstrom, Manager

\_\_\_\_\_  
Tootie Smith, Chair of the Board of Directors

STATE OF WASHINGTON )  
                                  ) SS  
COUNTY OF KING       )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN HALLSTROM to me known to be the person(s) who signed as Manager, of **BROLIN CO. LLC, LLC, an Oregon limited liability company**, that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said limited partnership.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Property Line Adjustment  
Deed

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington, residing  
at \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

Property Line Adjustment  
Deed

This conveyance is approved as to form and content and accepted by North Clackamas Parks and Recreation District, an Oregon ORS Chapter 451 County Service District

Approved as to form:

North Clackamas Parks and Recreation District, an Oregon ORS Chapter 451 County Service District

\_\_\_\_\_  
By: Tootie Smith  
as: Chair of the Board of Directors

State of Oregon                    )  
  ) ss.  
County of Clackamas            )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021 by Tootie Smith, as Chair of the Board of Directors of the North Clackamas Parks and Recreation District, an Oregon ORS Chapter 451 County Service District on behalf of said entity.

Before me:

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

## Exhibit A

As last recorded in Clackamas County Document 2000-0000522

### PARCEL I:

A tract of land in the East one-half of Section 12, Township 2 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, further described as follows:

Beginning at a point in the Southeasterly line of Risley Avenue that is 150.00 feet Northeasterly from the intersection of said line with the Northeasterly line of Mcloughlin Blvd.; thence North  $52^{\circ}59'20''$  East along the Southeasterly line of Risley Avenue, 323.78 feet to an iron rod at the intersection of said line with the Southwesterly line of Olive Avenue; thence South  $40^{\circ}07'39''$  East along said Southwesterly line of Olive Avenue a distance of 410.24 feet to 5/8 inch iron rod; thence South  $37^{\circ}00'37''$  East along the Southwesterly line of Olive Avenue a distance of 125.56 feet; thence South  $61^{\circ}55'$  West 574.96 feet to a point in the Northeasterly line of Mcloughlin Blvd.; thence North  $28^{\circ}05'$  West along said Northeasterly line, a distance of 251.39 feet to a point that is 200.00 feet Southeasterly from the intersection of said line with the Southeasterly line of Risley Avenue; thence North  $52^{\circ}59'20''$  East parallel with Risley Avenue, a distance of 150.00 feet; thence North  $28^{\circ}05'$  West parallel with Mcloughlin Blvd., a distance of 200.00 feet to the place of beginning.

### PARCEL II:

The Southwesterly one-half of vacated Olive Avenue inuring to said tract by reason of Vacation Order No. 77-879, recorded June 20, 1977 as Fee No. 77 23737.

## Exhibit B

As last recorded in Clackamas County Document 2018-019601

LEGAL DESCRIPTION: Real property in the County of Clackamas, State of Oregon, described as follows:

PARCEL I:

Lots 2 and 7, SPAULDING ACRES, in the County of Clackamas and State of Oregon.

TOGETHER WITH those portions of Olive Avenue and Spaulding Avenue which inured thereto by vacation ordinances recorded October 31, 1966 in Book 681, page 770 and June 20, 1977 as Recording No. 77023737.

EXCEPTING THEREFROM that portion that portion conveyed to Clackamas County for road purposes by deeds recorded July 23, 1997 as Recording Nos. 97054539 and 97054540.

PARCEL II:

A portion of Lot 1, SPAULDING ACRES, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a stone which marks the most Southwesterly corner of the Orin Kellogg Donation Land Claim No. 53 in Township 2 South, Range 1 East of the Willamette Meridian, and which also marks the most Southwesterly corner of Tract 1 of SPAULDING ACRES; thence Easterly, along the Southerly line of said Tract 1 of said SPAULDING ACRES, 557.20 feet to a stone and being the true point of beginning; thence Southerly and at right angles to the line hereinabove described, 148.85 feet; thence Easterly and at right angles to the line just mentioned, 132 feet to the Westerly side of Olive Avenue, according to the plat of said SPAULDING ACRES; thence Northerly, along the Westerly line of said Olive Avenue, to a point where the line first described herein would intersect, if extended, the Easterly line of said Olive Avenue; thence Westerly, along said line extended, to the point of beginning.

TOGETHER WITH those portions of Olive Avenue and Spaulding Avenue which inured thereto by vacation ordinances recorded October 31, 1966 in Book 681, page 770 and June 20, 1977 as Recording No. 77023737.

PARCEL III:

That tract of land conveyed to the School District of Clackamas County, Oregon by deed recorded June 12, 1890 in Book 36, page 311, being located in the Northeast quarter of Section 12, Township 2 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon and lying Easterly of the East boundary of the Stephen Walker Donation Land Claim, Southerly of the South line of Lot 1, SPAULDING ACRES, West of the West line of Olive Avenue and Northerly of the North line of Concord Road.

TOGETHER WITH those portions of Olive Avenue and Spaulding Avenue which inured thereto by



Property Line Adjustment  
Deed

vacation ordinances recorded October 31, 1966 in Book 681, page 770 and June 20, 1977 as Recording No. 77023737.

EXCEPTING THEREFROM that portion that portion conveyed to Clackamas County for road purposes by deeds recorded July 23, 1997 as Recording Nos. 97054539 and 97054540.

## **Exhibit C**

The Southwesterly one-half of vacated Olive Avenue inuring to Tax Lot 21E12AC04400 by reason of Vacation Order No. 77-879, recorded June 20, 1977 as Fee No. 77 23737.

## Exhibit D

A tract of land in the East one-half of Section 12, Township 2 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, further described as follows:

Beginning at a point in the Southeasterly line of Risley Avenue that is 150.00 feet Northeasterly from the intersection of said line with the Northeasterly line of Mcloughlin Blvd.; thence North  $52^{\circ}59'20''$  East along the Southeasterly line of Risley Avenue, 323.78 feet to an iron rod at the intersection of said line with the Southwesterly line of Olive Avenue; thence South  $40^{\circ}07'39''$  East along said Southwesterly line of Olive Avenue a distance of 410.24 feet to 5/8 inch iron rod; thence South  $37^{\circ}00'37''$  East along the Southwesterly line of Olive Avenue a distance of 125.56 feet; thence South  $61^{\circ}55'$  West 574.96 feet to a point in the Northeasterly line of Mcloughlin Blvd.; thence North  $28^{\circ}05'$  West along said Northeasterly line, a distance of 251.39 feet to a point that is 200.00 feet Southeasterly from the intersection of said line with the Southeasterly line of Risley Avenue; thence North  $52^{\circ}59'20''$  East parallel with Risley Avenue, a distance of 150.00 feet; thence North  $28^{\circ}05'$  West parallel with Mcloughlin Blvd., a distance of 200.00 feet to the place of beginning.

## **Exhibit E**

LEGAL DESCRIPTION: Real property in the County of Clackamas, State of Oregon, described as follows:

PARCEL I:

Lots 2 and 7, SPAULDING ACRES, in the County of Clackamas and State of Oregon.

TOGETHER WITH those portions of Olive Avenue and Spaulding Avenue which inured thereto by vacation ordinances recorded October 31, 1966 in Book 681, page 770 and June 20, 1977 as Recording No. 77023737.

EXCEPTING THEREFROM that portion that portion conveyed to Clackamas County for road purposes by deeds recorded July 23, 1997 as Recording Nos. 97054539 and 97054540.

PARCEL II:

A portion of Lot 1, SPAULDING ACRES, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a stone which marks the most Southwesterly corner of the Orin Kellogg Donation Land Claim No. 53 in Township 2 South, Range 1 East of the Willamette Meridian, and which also marks the most Southwesterly corner of Tract 1 of SPAULDING ACRES; thence Easterly, along the Southerly line of said Tract 1 of said SPAULDING ACRES, 557.20 feet to a stone and being the true point of beginning; thence Southerly and at right angles to the line hereinabove described, 148.85 feet; thence Easterly and at right angles to the line just mentioned, 132 feet to the Westerly side of Olive Avenue, according to the plat of said SPAULDING ACRES; thence Northerly, along the Westerly line of said Olive Avenue, to a point where the line first described herein would intersect, if extended, the Easterly line of said Olive Avenue; thence Westerly, along said line extended, to the point of beginning.

TOGETHER WITH those portions of Olive Avenue and Spaulding Avenue which inured thereto by vacation ordinances recorded October 31, 1966 in Book 681, page 770 and June 20, 1977 as Recording No. 77023737.

PARCEL III:

That tract of land conveyed to the School District of Clackamas County, Oregon by deed recorded June 12, 1890 in Book 36, page 311, being located in the Northeast quarter of Section 12, Township 2 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon and lying Easterly of the East boundary of the Stephen Walker Donation Land Claim, Southerly of the South line of Lot 1, SPAULDING ACRES, West of the West line of Olive Avenue and Northerly of the North line of Concord Road.

Property Line Adjustment  
Deed

TOGETHER WITH those portions of Olive Avenue and Spaulding Avenue which inured thereto by vacation ordinances recorded October 31, 1966 in Book 681, page 770 and June 20, 1977 as Recording No. 77023737.

EXCEPTING THEREFROM that portion that portion conveyed to Clackamas County for road purposes by deeds recorded July 23, 1997 as Recording Nos. 97054539 and 97054540.

PARCEL IV:

The Southwesterly one-half of vacated Olive Avenue inuring to Tax Lot 21E12AC04400 by reason of Vacation Order No. 77-879, recorded June 20, 1977 as Fee No. 77 23737.

**AFTER RECORDING RETURN TO:**

North Clackamas Parks  
and Recreation District  
150 S. Beaver Creek Rd.  
Oregon City, OR 97045

**MEMORANDUM OF PURCHASE AND SALE AGREEMENT**

This is a memorandum of that certain Agreement of Purchase and Sale ("Agreement") between Brolin Co., LLC and Oregon limited liability company ("Seller"), and the North Clackamas Parks and Recreation District ("Buyer"), a county service district organized under ORS chapter 451, signed by Seller on May \_\_\_\_, 2021. By said Agreement, Seller has agreed to sell to Buyer, Seller's interest in that certain real property in Clackamas County, described in Exhibit A attached hereto and incorporated herein by this reference. If not earlier paid, all amounts owed under the Agreement shall be due and payable at Closing on or before May 13, 2021, if Closing is not otherwise extended as provided for therein. The actual and true consideration for the conveyance at Closing will be \$31,631.

This conveyance is approved as to form and content and accepted by North Clackamas Parks and Recreation District, an Oregon ORS Chapter 451 County Service District

IN WITNESS WHEREOF, the parties have caused this memorandum to be executed as of the day and year first written above.

**SELLER:**  
**Brolin Co., LLC**

**BUYER:**  
**North Clackamas Parks and  
Recreation District**

\_\_\_\_\_  
John Hallstrom, Manager

\_\_\_\_\_  
Tootie Smith  
Chair of the Board of Directors

// // //

// // //

// // //

State of Washington        )  
  ) ss.  
County of King                )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021 by John Hallstrom, as manager, Brolin Co., LLC .

Before me:

\_\_\_\_\_  
Notary Public for Washington  
My Commission Expires: \_\_\_\_\_

State of Oregon             )  
  ) ss.  
County of Clackamas        )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021 by Tootie Smith, as Chair of the Board of Directors of the North Clackamas Parks and Recreation District, an Oregon ORS Chapter 451 County Service District on behalf of said entity.

Before me:

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**Exhibit A**  
**Property Legal Description**

TAX LOT 4400 (2-1E-12AC)

A PORTION OF VACATED OLIVE AVENUE ORDER NO. 77-879, DOCUMENT NO. 77-23737

A 25.00 FOOT WIDE STRIP OF LAND, SITUATED IN THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON , SAID TRACT BEING A PORTION OF VACATED OLIVE AVENUE, ORDER NO. 77-879, RECORDED IN DOCUMENT NO. 77-23737, CLACKAMAS COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH DIAMETER IRON PIPE AT THE MOST WESTERLY CORNER OF LOT 2, "SPAULDING ACRES", PLAT NO. 298, CLACKAMAS COUNTY PLAT RECORDS , SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID VACATED OLIVE AVENUE (50.00 FEET WIDE); THENCE S.51°00'23"W., 25.00 FEET TO A 1/2 INCH DIAMETER IRON PIPE AT THE CENTERLINE OF SAID VACATED OLIVE AVENUE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE, S.37°23'29"E., 96.06 FEET TO A 5/8 INCH DIAMETER IRON ROD WITH AN ALUMINUM CAP STAMPED "CES NW INC"; THENCE S.61°33'09"W., 25.31 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID VACATED OLIVE AVENUE; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE , N.37°23' 29"W., 91.42 FEET; THENCE N.51°00'23"E., 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2345 SQUARE FEET.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION ARE BASED UPON INFORMATION FROM SURVEY NO. 2020-041, CLACKAMAS COUNTY SURVEY RECORDS.





Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Michels Corporation for the  
Collection System Rehab Project**

<b>Purpose/Outcome</b>	Execution of Contract #3927 between Michels Corporations and Water Environment Services for #2021-05 Collection System Rehab Project
<b>Dollar Amount and Fiscal Impact</b>	Contract Value \$679,966.00. Funding is available and has been budgeted for this work in fiscal years 2020-21 and 2021-22.
<b>Funding Source</b>	WES Funding, 639-01-20100-481010-P632280. No General Funds affected
<b>Duration</b>	Contract Execution through December 31, 2021
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This project supports the County's Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invests in our natural resources.</li> <li>2. This project supports the WES Strategic Plan goal to provide properly functioning infrastructure that supports healthy streams and reduces flooding</li> </ol>
<b>Counsel Review</b>	<ol style="list-style-type: none"> <li>1. Date of Counsel review: 4/8/2021</li> <li>2. Initials of County Counsel performing review: AK</li> </ol>
<b>Procurement Review</b>	Was this project processed through Procurement? Yes.
<b>Contact Person</b>	Nathan Seaver, Civil Engineer, Associate 503-742-4573
<b>Contract No.</b>	3927

**Background:**

Water Environment Services ("WES") operates and maintains over 350 miles of pipes and 8800 sewer manholes. Like all structures, pipes and manholes deteriorate as they age and develop a variety of defects that need to be corrected to ensure long-term functionality. This project is part of an ongoing program includes rehabilitation of approximately 4,400 lineal feet of 8 inch diameter sewer, with lateral reconnections, lateral sealing, 2 point repairs, 5 manhole replacements, 1 new manhole installation, and manhole rehabilitation with epoxy coating and injection grouting.

The project sites span WES' collection system and include work in our system that is located in Oregon City,

Milwaukie, Happy Valley, Boring, Welches and other parts of Clackamas County. The work environments include but are not limited to; state highways, arterial roads, neighborhood streets, landscaped area and unimproved natural areas.

The project work is anticipated to begin immediately following contract signing. Substantial Completion will be no later than December 1, 2021, with FINAL COMPLETION no later than December 31, 2021.

**Procurement Process:**

This project was advertised in accordance with ORS and LCRB Rules on February 4, 2021. Bids were opened on March 18, 2021. The County received three (3) base bids: Aegion-Insituform, \$717,426.00; Michels Corporation, \$679,966.00; and Iron Horse, \$1,170,290.00. After review of the base bids, Michels Corporation was determined to be lowest responsive bidder.

**Recommendation:**

Staff respectfully recommends that the Board approve and sign this public improvements contract with Michels Corporation for the Collection System Rehab Project.

Respectfully submitted,



Greg Geist (Apr 19, 2021 19:37 PDT)

Greg Geist  
Director, WES

Placed on the \_\_\_\_\_ Agenda by the Procurement Division.






# BCC Staff Report #2021-05-Q\_NRS-Final

Final Audit Report

2021-04-20

Created:	2021-04-20
By:	Qudsia Sediq (QSediq@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy_LQb8ZsG37opTpF9mKUOXmMFR0mtAO0

## "BCC Staff Report #2021-05-Q\_NRS-Final" History

-  Document created by Qudsia Sediq (QSediq@clackamas.us)  
2021-04-20 - 0:50:21 AM GMT- IP address: 73.37.89.221
-  Document emailed to Greg Geist (ggeist@clackamas.us) for signature  
2021-04-20 - 0:50:48 AM GMT
-  Email viewed by Greg Geist (ggeist@clackamas.us)  
2021-04-20 - 2:37:30 AM GMT- IP address: 73.37.40.113
-  Document e-signed by Greg Geist (ggeist@clackamas.us)  
Signature Date: 2021-04-20 - 2:37:47 AM GMT - Time Source: server- IP address: 73.37.40.113
-  Agreement completed.  
2021-04-20 - 2:37:47 AM GMT



**WATER ENVIRONMENT SERVICES  
PUBLIC IMPROVEMENT CONTRACT**  
Contract #3927

This Public Improvement Contract (the “Contract”), is made by and between Water Environment Services, a political subdivision of the State of Oregon, hereinafter called “Owner,” and **Michels Corporation**, 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: **#2021-05 Collection System Rehab Project.**

**1. Contract Price, Contract Documents and Work.**

The Contractor, in consideration of the sum of **Six Hundred Seventy-Nine Thousand Nine Hundred Sixty-Six Dollars (\$679,966.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (1/1/2020) (“General Conditions”) referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid as indicated in the accepted Bid.

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

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Addenda #1 and #2
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings

**2. Representatives.**

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

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

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

**3. Key Persons.**

The Contractor’s personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor’s project staff shall consist of the following personnel:

**Project Executive:** Scott Odell shall be the Contractor’s project executive, and will provide oversight and guidance throughout the project term.

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

**Job Superintendent:** Josh Smisek shall be the Contractor's on-site job superintendent throughout the project term.

#### **4. Contract Dates.**

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed  
SUBSTANTIAL COMPLETION DATE: 210 days from issuance of NTP  
FINAL COMPLETION DATE: 240 days from issuance of NTP

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

#### **5. Change Order Authorization.**

Throughout the performance of the Work under this Agreement, the Owner's Project Manager is hereby granted the authority to verbally authorize change orders in the field for an amount up to \$10,000. As soon as possible following the authorization, the Owner's Project Manager shall complete the change order form provided by Clackamas County Procurement ("Procurement"), obtain the signature of Owner's Director or other authorized signatory, and submit the form to Procurement for processing. As soon as the Director signs off on the change order form, the Project Manager may then authorize another change order in the future for up to \$10,000 following the same procedure above. Each change order should include the cumulative cost of the entire change and may not be artificially broken up into multiple change orders to fall under the dollar threshold listed above. The authority granted to the Project Manager is limited by the Director's authorization to amend the Agreement under Clackamas County's Local Contract Review Board Rules and is subject to the discretion of the Director, who may suspend or restrict the Project Manager's ability to authorize change orders at any time for any reason.

#### **6. Insurance Certificates.**

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County and Water Environment Services as additional insureds. Insurance certificates may be returned with the signed Contract or may be emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us).

#### **7. Tax Compliance.**

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

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

whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

### **8. Confidential Information.**

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

### **9. Counterparts.**

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

### **10. Integration.**

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

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

### **11. Liquidated Damages**

The Owner and the Contractor acknowledge and agree that if the Contractor fails to reach Substantial Completion of the entire Work by the Substantial Completion Date identified in Section 4 above, the Owner will suffer damages, which are both extremely difficult and impracticable to ascertain, and on that basis agree to the assessment by Owner of liquidated damages as provided in this Section. These damages may include, but are not limited to, use of the Project, costs associated with Contract administration, and use of temporary facilities. The liquidated damages amount is not a penalty, but a reasonable estimate of the amount of losses the Owner will suffer. The Owner may deduct such liquidated damages as are payable under this Section 11 from money due or to become due to the Contractor, or pursue any other legal remedy to collect such liquidated damages from the Contractor and/or its Surety.

If the Contractor fails to achieve Substantial Completion of the entire Work by the Substantial Completion Date identified in Section 4, the Contractor shall pay the Owner as liquidated damages the amount of \$920/day for each day occurring after the expiration of the date for Substantial Completion until the Contractor achieves Substantial Completion of the entire Work.

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

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

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

Contractor DATA:  
**Michels Corporation**  
**1715 16<sup>th</sup> Street SE**  
**Salem, OR 97302**

Contractor CCB # 114278 Expiration Date: 06/06/2022  
Oregon Business Registry # 111870-85 Entity Type: FBC State of Formation: Wisconsin

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

Michels Corporation

Water Environment Services

SOdell 4/18/21  
Signature Date

\_\_\_\_\_  
Chair Date

Scott Odell Western Regional Manager  
Name Title Printed

\_\_\_\_\_  
Recording Secretary



APPROVED AS TO FORM

Amanda Kelly \_\_\_\_\_  
County Counsel Date



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

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**Section B-11**..... Project Information, Plans, Specifications and Drawings

**Section B-12**..... Insurance





**CLACKAMAS COUNTY**  
**NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

**INVITATION TO BID #2021-05**  
**Collection System Rehab Project**  
**February 4, 2021**

Clackamas County ("County") on behalf of Water Environment Services through their Board of County Commissioners is accepting sealed bids for the Collection System Rehab Project until **March 4, 2021, 2:00 PM**, Pacific Time, ("Bid Closing") at the following location:

**DELIVER BIDS TO:** Clackamas County Procurement Division, Attention George Marlton, County Procurement Officer, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045; or via email to [procurement@clackamas.us](mailto:procurement@clackamas.us)

Bidding Documents can be downloaded from ORPIN at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No.C01010-2021-05-21. Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above.

Engineers Estimate: \$700,000.00

Contact Information

Procurement Process and Technical Questions: Tralee Whitley, [twhitley@clackamas.us](mailto: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.

**Prevailing Wage**

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

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 1, 2021, which can be downloaded at the following web address: [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx)  
The Work will take place in Clackamas County, Oregon.

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



## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

### INSTRUCTIONS TO BIDDERS

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

#### **Article 1. Scope of Work**

The work contemplated under this contract with the Owner, includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all construction work in connection with the project described in the Project Manual which includes, but is not necessarily limited to, the Notice of Public Improvement Contract Opportunity, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Bond, Public Improvement Contract Form, Performance Bond, Payment Bond, Clackamas County General Conditions for Public Improvement Contracts (1/1/2020), Supplemental General Conditions, 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](mailto:procurement@clackamas.us).



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT**

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

**Project Name: #2021-05 Collection System Rehab Project**

**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. Submission of Bids by email:** Due to the COVID-19 Emergency, Clackamas County buildings are closed to the public. The County is requiring all bids for this project to be electronically submitted. Complete Bids (including all attachments) must be emailed and must be electronically received by the closing time and date **2:00 p.m. Pacific Time, March 4, 2021.** **The Bid must be emailed to the following address: [Procurement@clackamas.us](mailto:Procurement@clackamas.us).** **The email subject line must be “Bid#2021-05 Collection System Rehab Project.”** Bidders are **strongly encouraged** to telephone and confirm electronic receipt of the complete emailed document(s) before the above time and date deadline. Bids delayed or lost by email system filtering or failures may be considered at Clackamas County’s sole and absolute discretion. Bids will be publicly read aloud via the computer application, Zoom. Bidders will be allowed to video conference or listen by phone to the bid results. The projects Zoom meeting can be accessed via the information below:

**Join Zoom Meeting**

**<https://clackamascountry.zoom.us/j/85467525666>**

Meeting ID: 854 6752 5666

One tap mobile

+14086380968,,85467525666# US (San Jose) 16699006833,,85467525666# US

+(San Jose)

Dial by your location

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

Meeting ID: 854 6752 5666

Find your local number: **<https://clackamascountry.zoom.us/j/85467525666>**

2. **Good Faith Effort:** Clackamas County encourages participation in contracts by Historically Underrepresented Businesses. “Historically Underrepresented Businesses” are State of Oregon-certified and self-identified minority, women and emerging small business as well as firms that are certified federally or by another state or entity with substantially similar requirements as the State of Oregon.

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

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

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

Prime Contractor Name: *Michels Corporation*  
 Project Name: #2021-05 Collection System Rehab Project

Total Contract Amount:

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



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

Prime Contractor:

Project: #2021-05 Collection System Rehab Project

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

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
JNM SERVICES, LLC	MANHOLE CLEAN/TV	2/22/2021	2/25; 2/26/21	STACY ROMO	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		Scope / Price	QUOTING SEWER CLEAN/TV
D & H FLAGGING, INC.	TRAFFIC CONTROL	2/22/2021	2/25; 2/26/21	MATTHEW EAGAR	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$59,500.00		
C & C FLAGGING LLC	TRAFFIC CONTROL	2/22/2021	2/25; 2/26/21	CANDICE PIERCE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Using another WBE firm for this scope of work.	
ALL ABOUT FLAGGING	TRAFFIC CONTROL	2/22/2021	2/25; 2/26/21	REYNELDA	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Using another WBE Firm for this scope of work.	
MID VALLEY EXCAVATION, LLC	PAVING / EXCAVATION	2/22/2021	2/25; 2/26/21	BARRY NELSON	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
ALL-WAYS EXCAVATING USA LLC	EXCAVATION	2/22/2021	2/25; 2/26/21	GREG WING	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
ZERO GRADE EXCAVATING AND CONSTRUCTION	EXCAVATION	2/22/2021	2/25; 2/26/21	MAIRA FARIAS	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

Prime Contractor:

Project: #2021-05 Collection System Rehab Project

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

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
CONCRETE SOLUTIONS INC	PAVEMENT	2/22/2021	2/25; 2/26/2021	CHRIS SZEDLAK	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
ALAMO PAVING CO.	PAVING	2/22/2021	2/25; 2/26/2021	CARLY BYKOSKI	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
K&D SERVICES OF OREGON	TRAFFIC CONTROL	2/22/2021	2/25; 2/26/2021	CAROL WALTON	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Using another WBE firm for this Scope of work	
TRAXX UNDERGROUN, INC.	EXCAVATION	2/22/2021	2/25/2021	JUSTIN HIBBS	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
LMS EARTHWORKS, LLC	EXCAVATION	2/22/2021	2/25; 2/26/2021	LINDSAY SMITH	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
A.B. UTILITY CONTRACTORS	EXCAVATION / PAVEMENT	2/22/2021	2/25/2021	AARON BROWN	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
JUST BUCKET EXCAVATING	EXCAVATION	2/22/2021	2/25/2021	WILLIE DAVIS	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

Prime Contractor:

Project: #2021-05 Collection System Rehab Project

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NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
GRADING UNLIMITED INC.	EXCAVATION	2/22/2021	2/25/2021	JULIE GILLETT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
C&W EXCAVATION LLC	EXCAVATION	2/22/2021	2/25/2021	JAMES CONROY	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
BRAUN CONSTRUCTION	LAND CLEARING / PAVING	2/22/2021	2/25; 2/26/2021	JEANIE BRAUN	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
CHICK OF ALL TRADES LLC	TRAFFIC CONTROL	2/22/2021	2/25/2021	AVTAR	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
DIRT AND AGGREGATE INTERCHANGE, INC.	EXCAVATION / PAVING	2/22/2021	2/25/2021	HENRY PELFREY	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
EVERGREEN DEVELOPERS LLC	EXCAVATION	2/22/2021	2/25/2021	JEREMY TJADEN	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
TITAN UTILITIES, LLC	EXCAVATION / MANHOLE	2/22/2021	2/25/2021	JOHN KALKHOVEN	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

Prime Contractor:

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NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
LORD & ASSOCIATES, INC.	TRAFFIC CONTROL	2/22/2021	2/25; 2/26/2021	KIMBERLY LORD	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
A&D FLAGGING, LLC	TRAFFIC CONTROL	2/22/2021	2/25; 2/26/2021	ASHLEY GLASS	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
ALL CITY PAVING, LLC	PAVING	2/22/2021	2/25/2021	JULIE LANGE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
MCLENNAN EXCAVATION INC	EXCAVATION / PAVING / MANHOLE	2/22/2021	2/25; 2/26/2021	CASEY MCLENNAN	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
VAN DORN ENTERPRISES, INC.	EXCAVATION	2/22/2021	2/25/2021	MARK DABULSKIS	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
K & B QUALITY EXCAVATING	EXCAVATION	2/22/2021	2/25; 2/26/2021	KEVIN RARIDEN	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
JB EXCAVATION LLC	EXCAVATION	2/22/2021	2/25; 2/26/2021	TAMMY JACKSON	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

Prime Contractor:

Project: #2021-05 Collection System Rehab Project

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

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
INTERLAKEN, INC.	EXCAVATION	2/22/2021	2/25; 2/26/2021	KENDALL MILLER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
ELKHORN CONSTRUCTION LLC	EXCAVATION	2/22/2021	2/25; 2/26/2021	SHANI THOMPSON	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
MOLINAS CONSTRUCTION CO.	EXCAVATION	2/22/2021	2/25; 2/26/2021	DAVID MOLINAS	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
GAGE IT CONSTRUCTION LLC	TRAFFIC CONTROL	2/22/2021	2/25; 2/26/2021	CHRISTINA GAGE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			

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

Prime Contractor Name:

Total Contract Amount:

Project Name: #2021-05 Collection System Rehab Project

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

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

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

\_\_\_\_\_  
Authorized Signature of Contractor Representative

\_\_\_\_\_  
Date



#CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: #2021-05 Collection System Rehab Project

We, Michels Corporation, as "Principal,"  
(Name of Principal)

and Continental Casualty Company, an IL 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 Water Environment Services and Clackamas County ("Obligee") the sum of (\$ 10% )

Ten Percent of Amount Bid dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No.2021-05) 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 4th day of March, 2021.

Principal: Michels Corporation Surety: Continental Casualty Company

By: [Signature] Signature By: [Signature] Attorney-In-Fact

Scott Odell, Western Regional Manager Heather R. Goedtel  
Official Capacity Name

Attest: [Signature] 8400 Normandale Lake Blvd., Suite 1700  
Corporation Secretary Address

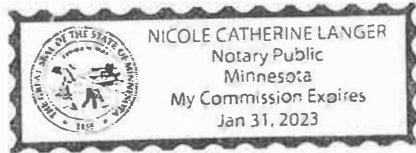
Bloomington, MN 55437  
City State Zip  
763-302-7159 763-302-7200  
Phone Fax

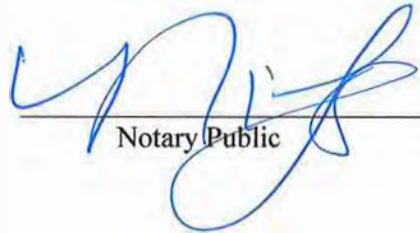
# Surety Acknowledgment

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State of Minnesota }  
County of Hennepin } ss.

On this 4<sup>th</sup> day of March 2021, before me personally came Heather R. Goedtel, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Continental Casualty Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.



  
\_\_\_\_\_  
Notary Public



**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Laurie Pflug, Brian D. Carpenter, Jessica Hoff, Nicole Langer, Craig Olmstead, Trisha Kasper, Blake S. Bohlig, Heather R. Goedtel, Kelly Nicole Enghausser, Michelle Halter, Individually**

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

**- In Unlimited Amounts -**

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 2nd day of December, 2019.

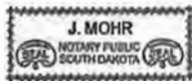


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruffat*  
Paul T. Bruffat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of December, 2019, before me personally came Paul T. Bruffat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

*J. Mohr*  
J. Mohr Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 4th day of March, 2021.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D. Johnson*  
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: #2021-05 Collection System Rehab Project  
BID CLOSING: March ~~4~~<sup>8</sup>, 2021, 2:00 PM, Pacific Time  
BID OPENING: March ~~4~~<sup>11</sup>, 2021, 2:05 PM, Pacific Time

FROM: Michels Corporation  
*Bidder's Name (must be full legal name, not ABN/DBA)*

TO: Clackamas County  
Procurement Division – Attention George Marlton, County Procurement Officer  
2051 Kaen Road  
Oregon City, OR 97045

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

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

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

Six hundred seventy nine thousand  
Nine hundred sixty six Dollars (\$ 679,966<sup>00</sup>)

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

- Notice of Public Improvement Contract Opportunity
  - Instructions to Bidders
  - Bid Bond
  - Public Improvement Contract Form
  - Clackamas County General Conditions
  - Prevailing Wage Rates
  - Plans, Specifications and Drawings
  - Supplemental Instructions to Bidders
  - Bid Form
  - Performance Bond and Payment Bond
  - Supplemental General Conditions
  - Payroll and Certified Statement Form
- ADDENDA numbered 1 through 2, inclusive (fill in blanks)

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

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

4. The work shall be completed within the time stipulated and specified in the Specifications and published bid package.

5. Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid, plus the total sum of all Alternatives (if any).

6. The Undersigned agrees, if awarded the Contract, to execute and deliver to Clackamas County, within twenty (20) calendar days after receiving the Contract forms, a Contract Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred percent (100% ) of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

Continental Casualty Co.  
(name of surety company - not insurance agency)

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

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

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

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

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

11. Contractor's CCB registration number is 114278. As a condition to

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

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

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is XL Specialty Insurance Co. Policy No. CWD740955104, and that Contractor shall submit Certificates of Insurance as required.

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

Project Executive:	<u>Scott Odell</u>	Cell Phone:	<u>503-559-2152</u>
Project Manager:	<u>Sam Rogers</u>	Cell Phone:	<u>503-528-4310</u>
Job Superintendent:	<u>Josh Smisek</u>	Cell Phone:	<u>503-302-6642</u>
Project Engineer:	<u>n/a</u>	Cell Phone:	<u></u>

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

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

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

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

NAME OF FIRM Michels Corporation

ADDRESS 1715 W<sup>th</sup> ST SE  
Salem, OR 97302

TELEPHONE NO 503-364-1199

EMAIL Sodell@micheis.us

SIGNATURE 1)

Sole Individual

or 2)

Partner

or 3)

Scott Odell  
Authorized Officer or Employee of Corporation  
Scott Odell, Western Regional Manager



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

**Bid Schedule**

**BID#2021-05 Addendum #1,  
Collection System Rehab Project**

BID#2021-05

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	38,113.00	38,113.00
2	Traffic Control	LS	1	62,697.00	62,697.00
3	Erosion Control	LS	1	1,053.00	1,053.00
4	By-Pass Pumping	EA	22	474.00	10,428.00
5	Replace Manhole	EA	5	16,470.00	82,350.00
6	Install New Manhole	EA	1	17,409.00	17,409.00
7	Grout Manhole	VF	480	158.00	75,840.00
8	Epoxy Manhole	VF	130	521.00	67,730.00
9	Reset Manhole Grade Rings, Frame and Cover	EA	1	7,445.00	7,445.00
10	CIPP Liner, 8-inch	LF	4,400	39.00	171,600.00
12	Lateral Reinstatement	EA	46	154.00	7,084.00
13	Lateral Connection Sealing	EA	48	579.00	27,792.00
14	Post-Installation Video	LF	5,040	.75	3,780.00
15	Point Repair	EA	3	22,055.00	66,165.00
16	Pavement Restoration	TONS	110	368.00	40,480.00

**TOTAL CONSTRUCTION COST IN \$** 679,966.00

**TOTAL PROJECT CONSTRUCTION COST WRITTEN:** Six Hundred Seventy-Nine Thousand, Nine Hundred Sixty-Six Dollars 00/100

Company Name Michels Corporation

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**  
**PROJECT: #2021-05 Collection System Rehab Project**

**BID OPENING: March <sup>18</sup>~~8~~, 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](mailto:Procurement@clackamas.us). It is the responsibility of Bidders to submit this Form and any additional sheets with the Project name clearly marked on the envelope or the subject line of the email.

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

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

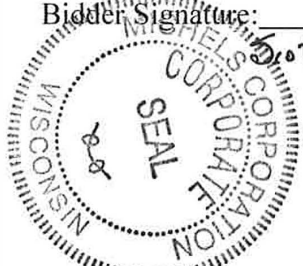
	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	<u>Jesse Rodriguez Const., LLC</u>	<u>\$203,164.00</u>	<u>Open Cut Excav./Restore,</u>
2.	<u>Molecular Inc.</u>	<u>\$136,350.00</u>	<u>Manhole Grouting/Coating</u>
3.	<u>Pro-Vac</u>	<u>\$29,500.00</u>	<u>Lateral Grouting</u>
4.	<u>D&amp;H Flagging, Inc.</u>	<u>\$59,500.00</u>	<u>Traffic Control/Flagging</u>
5.	_____	_____	_____
6.	_____	_____	_____

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

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

Firm Name: Michels Corporation

Bidder Signature: [Signature] Phone # 503-364-1199



Scott Odell, Western Regional Manager





**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT  
SUPPLEMENTAL GENERAL CONDITIONS**

**PROJECT: #2021-05 Collection System Rehab Project**

**The following modifies the January 1, 2020 Clackamas County General Conditions for Public Improvement Contracts (“County General Conditions”) for this Contract. Except as modified below, all other terms and conditions of the County General Conditions shall remain in effect.**

The terms used in these Supplemental Conditions have the meanings stated in the Clackamas County General Conditions. Additional terms used in these Supplemental Conditions have the meanings stated below, which are applicable to both the singular and plural thereof. The address system used in these Supplemental Conditions is the same as the address system used in the Clackamas County General Conditions, with the prefix “SC” added thereto.

**SC A.3.1(a)**

Replace A.3.1 (a) through A.3.1 (e) with the following:

- a) Permits from outside agencies;
- b) The Contract including: exhibits (and addenda and any amendments thereto), Change Orders, engineer’s written interpretation and clarification, and the Notice to Proceed, with those of later date having precedence over those of an earlier date;
- c) Supplemental General Conditions;
- d) Clackamas County General Conditions (01/01/2020);
- e) Specifications – Division 01;
- f) Specifications Division 02;
- g) Construction Drawings (Construction Plans);
- h) Bonds

Design Details: Figure dimensions and dimensions that can be computed, on plans shall take precedence over scale dimensions. The Drawings with the higher level of detail take precedence over less detailed Drawings.

**SC B.4**

Replace the Paragraph under B.4 Permits with the following:

Owner has obtained Draft Utility Permits, Contractor will be responsible for finalizing these permits and maintaining compliance with the permits throughout the course of the Work. Owner will pay the cost of obtaining all permits. The Contractor shall be responsible for any penalties or fines that result from Contractor's noncompliance with the terms of the permits. The Contractor will be responsible for compliance with the terms of all permits throughout the performance of the Work.

**SC D.2**

Delete first sentence of D.2.2 and delete entries D.2.2(a) and D.2.2(b).

**SC E.5.1.1**

Delete everything after the first sentence.

**SC F.2**

Add the following after Paragraph F.2.8:

F.2.9 The following notice is applicable to Contractors who perform excavation Work:  
ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0090. You may obtain copies of the rules by calling the center at (877) 668-4001.

F.2.10 Contractor shall be aware that permit-required confined spaces exist in or near the Project Site. Entry to these spaces must be accomplished in compliance with the requirements of OAR 166-150-0190 (29 CFR 1910.146). Examples of permit-required confined spaces include but are not limited to the following:

1. Open tanks beyond the handrails including clarifiers, aeration basins, channels, etc.
2. Manholes.
3. Flow control structures which have the potential to contain sewage.
4. Enclosed tanks including digesters, clarifiers, grit basins, chemical tanks, etc.
5. Wet well and dry wells of pump stations.
6. Headworks channels.
7. Electrical vaults.



The hazards associated with these confined spaces may include but are not limited to:

1. Oxygen deficiency.
2. Combustible vapors including methane.
3. Slip hazards.
4. Fall/retrieval hazard.
5. Engulfment hazard.
6. Lockout required of mechanical and electrical devices.
7. Toxic or hazardous chemicals including hydrogen sulfide and process chemicals.
8. Traffic hazards.
9. Hot work and ignition sources.
10. Potential for rapid changes in working conditions.
11. Painting or coating application activities often pose temporary hazards.

Prior to beginning Work in permit-required confined spaces, Contractor shall provide Owner with a copy of Contractor's permit-required confined space entry plan/program including a copy of the permit forms that will be used by Contractor. Upon request by Contractor, Owner will review with Contractor, Owner's permit-required confined space program and specific procedures Owner would incorporate in spaces entered. Owner will coordinate any of its entries into the same spaces with Contractor. When the permit-required confined space Work is completed, Contractor shall inform Owner, in writing, of any hazards encountered or changes made resulting in different hazards within the space.

### **SC H.1**

Add the following after Paragraph H.1.5:

- H.1.6 As indicated in H.1.1, time is of the essence in the performance of this Contract. If Contractor fails to complete the Work within the Contract time, the actual damage to Owner for the delay will be substantial, but will be difficult or impractical to determine. It is therefore agreed, that Contractor will pay to Owner, not as a penalty, but as liquidated damages, the amount of \$920 each and every day that the date of final completion extends beyond the Contract Time.

Payment of liquidated damages shall not release Contractor from its obligation in respect to the complete performance of the Work, nor shall the payment of liquidated damages constitute a waiver of Owner's right to collect any additional damages that it may sustain by failure of Contractor to fully perform the Work, as it is the intent of the parties that the liquidated damages are a full and complete payment only for failure of Contractor to complete the Work on time. Owner expressly reserves the right to make claims for any and all other damages that Owner may incur due to contractor's failure to perform in strict accordance with this Contract.

### **SC K.3**

Add the following after Paragraph K.3.2:

K.3.3 Contractor shall provide Owner completed Certificate of Compliance (attached) at the time of Final Completion and before final payment will be released.

### **Liquidated Damages**

The following sections are added to Section D.2 - Delays:

#### **D.2.3 DAMAGES FOR DELAY – LIQUIDATED DAMAGES**

- (a) It is imperative that the Work in this Contract reach Substantial Completion by 210 days from issuance of NTP and as further required in the Plans and Specifications and Section 10 of the Contract. The Contractor represents and agrees that the Substantial Completion date is reasonable, that it can meet the Substantial Completion date, and it has taken into account in its Offer the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, weather, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.
- (b) If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and Owner agree that it would be extremely difficult to ascertain the damages incurred by Owner for the Contractor's failure. Therefore, Owner and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse Owner a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Likewise, if the Work does not reach Final Completion by 240 days, as identified in Section 4 of the Contract, then the Contractor shall owe to the Owner, not as a penalty but as liquidated damages, the sum of nine hundred twenty dollars (\$920) per day for each and every calendar day of delay until Final Completion

### **Good Faith Effort**

As a condition of Contractor being awarded a Contract for this Project, Contractor must complete Good Faith Effort outreach and documentation as described in the Supplemental Instructions to Bidders of the Solicitation Document.

The Contractor may not change who is performing each Division of Work identified in Form 1 of the Good Faith Effort without the express written advance approval of Owner. This includes substituting identified subcontractors, self-performance of a Division of Work that was identified to be performed by a subcontractor, or the Contractor subcontracting a Division of Work that was identified to be self-performed by the Contractor.

Contractor shall be required to submit the completed Form 3 with its final pay application as a condition of final payment.

**END OF SECTION**



# CLACKAMAS COUNTY GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS January 1, 2020

INSTRUCTIONS: The attached **Clackamas County General Conditions for Public Improvement Contracts ("County General Conditions")** apply to all designated Public Improvement contracts. Changes to the County General Conditions (including any additions, deletions or substitutions) should only be made by attaching Public Improvement Supplemental General Conditions. The text of these County General Conditions should not otherwise be altered.

## TABLE OF SECTIONS

### **SECTION A - GENERAL PROVISIONS**

- A.1 DEFINITION OF TERMS
- A.2 SCOPE OF WORK
- A.3 INTERPRETATION OF CONTRACT DOCUMENTS
- A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND PROJECT
- A.5 INDEPENDENT CONTRACTOR STATUS
- A.6 RETIREMENT SYSTEM STATUS AND TAXES
- A.7 GOVERNMENT EMPLOYMENT STATUS

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**CLACKAMAS COUNTY GENERAL CONDITIONS  
FOR PUBLIC IMPROVEMENT CONTRACTS  
("County General Conditions")**

**SECTION A  
GENERAL PROVISIONS**

**A.1 DEFINITION OF TERMS**

In the Contract Documents the following terms shall be as defined below:

**APPLICABLE LAWS**, means all federal, state and local laws, codes, rules, regulations and ordinances, as amended applicable to the Work, to the Contract, or to the parties individually.

**APPROVED BY CONTRACTING AGENCY**, for purposes of ORS 279C.570(2), means the date a progress payment is approved by the Clackamas County Treasurer's office.

**ARCHITECT/ENGINEER**, means the Person appointed by the Owner to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided herein or by supplemental instruction of Owner (under which Owner may delegate responsibilities to the Architect/Engineer), in accordance with ORS Chapter 671 (Architects) or ORS Chapter 672 (Engineers) and administrative rules adopted thereunder.

**AVOIDABLE DELAYS**, mean any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that: (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors; (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time; (c) Do not impact activities on the accepted critical path schedule; and (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.

**BIDDER**, means a bidder in connection with Instructions to Bidders or a proposer in connection with a Request for Proposals, or Solicitation Document. May also be referenced as "Offeror," "Quoter" or "Proposer" based on the type of Solicitation Document.

**CHANGE ORDER**, means a written order which, when fully executed by the Parties to the Contract, constitutes a change to the Contract Documents. Change Orders shall be issued in accordance with the changes provisions in Section D and, if applicable, establish a Contract Price or Contract Time adjustment. A Change Order shall not be effective until executed by both parties.

**CLAIM**, means a demand by Contractor pursuant to Section D.3 for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these County General Conditions.

**CONTRACT**, means the written agreement between the Owner and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

**CONTRACT DOCUMENTS**, means the Contract, County General Conditions, Supplemental General Conditions if any, Plans, Specifications, the accepted Offer, Solicitation Document and addenda thereto, Instructions to Offerors, and Supplemental Instructions to Offerors.

**CONTRACT PERIOD**, as set forth in the Contract Documents, means the total period of time beginning with the full execution of a Contract

and, if applicable, the issuance of a Notice to Proceed and concluding upon Final Completion.

**CONTRACT PRICE**, means the total price reflected in the Contract.

**CONTRACT TIME**, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the Project schedule.

**CONTRACTOR**, means the Person awarded the Contract for the Work contemplated.

**DAYS**, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

**DEFECTIVE WORK**, means Work that is not completed in accordance with the Specifications or the requirements of the Contract.

**DIRECT COSTS**, means, unless otherwise provided in the Contract Documents: the cost of materials, including sales tax and the cost of delivery; cost of labor which shall only include the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee) rate plus a maximum of a twelve percent (12%) markup on the prevailing wage (but not the fringe benefit) to cover Contractor's labor burden including but not limited to social security, Medicare, unemployment insurance, workers' compensation insurance, sick leave pay; substantiated Project cost increases for specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater) or bond premiums; rental cost of equipment, and machinery required for execution of the Work; and the additional costs of field personnel directly attributable to the Work; travel expense reimbursement only if specifically authorized and only to the extent allowable under the County Contractor Travel Reimbursement Policy, hereby incorporated by reference.

**FINAL COMPLETION**, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any.

**FORCE MAJEURE**, means an act, event or occurrence caused by fire, riot, war, acts of God, terrorism, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to the Contract who is asserting Force Majeure.

**NOTICE TO PROCEED**, means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents.

**OFFER**, means a bid in connection with Instructions to Bidders or a proposal in connection with a Request for Proposals, or Solicitation Document to do the work stated in the Solicitation Document at the price quoted. May also be referenced as "Bid," "Quote," or "Proposal" based on the type of Solicitation Document.

**OVERHEAD**, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), labor rates and fringe benefits above the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee), Contractor's labor burden for fringe benefit if paid to the employee, expenses of Contractor's offices and supplies at the Project Site (e.g. job trailer) and at Contractor's principal place of business and including expenses of personnel staffing the Project Site office and Contractor's principal place of business, and Commercial General Liability Insurance and Automobile Liability Insurance.

**OWNER**, means, Clackamas County or any component unit thereof including Clackamas County Development Agency, Clackamas County Service District No. 1, Surface Water Management Agency of Clackamas County, Tri-City Service District, Water Environment Services, North Clackamas Parks and Recreation District, Clackamas County Extension & 4-H Service District, Library Service District of Clackamas County, Enhanced Law Enforcement District, and Clackamas County Service District No. 5. Owner may elect, by written notice to Contractor, to delegate certain duties to more than one agent, including without limitation, to an Architect/Engineer. However, nothing in these County General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

**PERSON**, means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, a nonprofit, a trust, or any other entity possessing the legal capacity to contract.

**PLANS**, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

**PRODUCT DATA**, means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**PROJECT**, means the total undertaking to be accomplished for Owner by architects/engineers, contractors, and other others, including planning, study, design, construction, testing, commissioning, start-up, of which the Work to be performed under the Contract Documents is a part.

**PROJECT SITE**, means the specific real property on which the Work is to be performed, including designated contiguous staging areas, that is identified in the Plans, Specifications and Drawings.

**PUNCH LIST**, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

**RECORD DOCUMENT**, means the as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier warranties evidencing transfer of ownership to Owner, operational and maintenance manuals, shop drawings, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these County General Conditions, recording all Services performed.

**SAMPLES**, means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**SHOP DRAWINGS**, means drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any subcontractor), manufacturer, supplier, or distributor to illustrate some portion of the Work.

**SOLICITATION DOCUMENT**, means an Invitation to Bid, Request for Proposals, Request for Quotes, or other written document issued by Owner that outlines the required Specifications necessary to submit an Offer.

**SPECIFICATION**, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item included in the Solicitation Document. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the

Work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

**SUBCONTRACTOR**, means a Person having a direct contract with the Contractor, or another Subcontractor of any tier, to perform one or more items of the Work.

**SUBSTANTIAL COMPLETION**, means the date when the Owner accepts in writing the construction, alteration or repair constituting the Work or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.3.2.

**SUBSTITUTIONS**, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Substitutions also means the performance of the Work by a labor force other than what is submitted in the Offer.

**SUPPLEMENTAL GENERAL CONDITIONS**, means those conditions that remove from, add to, or modify these County General Conditions. Public Improvement Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract.

**UNAVOIDABLE DELAYS**, mean delays other than Avoidable Delays that are: (a) to the extent caused by any actions of the Owner, or any other employee or agent of the Owner, or by a separate contractor employed by the Owner; (b) to the extent caused by any Project Site conditions which differ materially from the conditions that would normally be expected to exist and inherent to the construction activities defined in the Contract Documents; or (c) to the extent caused by Force Majeure acts, or events or occurrences.

**WORK**, means the furnishing of all materials, equipment, labor, transportation, services, incidentals, those permits and regulatory approvals not provided by the owner necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents for the Project.

## **A.2 SCOPE OF WORK**

The Work contemplated under the Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all work in connection with the Project described in the Contract Documents. The Contractor shall perform all Work necessary so that the Project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

## **A.3 INTERPRETATION OF CONTRACT DOCUMENTS**

A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:

- (a) The Contract and any amendments thereto, including Change Orders, with those of later date having precedence over those of an earlier date;
- (b) The Supplemental General Conditions;
- (c) County General Conditions;
- (d) Plans and Specifications;
- (e) The Solicitation Document, and any addenda thereto.

A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation in writing as determined in Owners sole discretion.

A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner. Matters concerning and interpretation of requirements of the Contract Documents will be decided by the Owner in the Owner's sole discretion, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by Owner (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness. Contractor shall not proceed without direction in writing from the Owner (or Architect/Engineer).

A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the Project Site is located on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

#### **A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND PROJECT SITE**

A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. Contractor shall at all times be responsible for all utility locates regardless of the ownership of such utility infrastructure or service.

A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.

A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner, including without limitation, any nonconformity with Applicable Laws.

A.4.4 If the Contractor believes that adjustments to cost or Contract Time are involved because of clarifications or instructions issued by the Owner (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Owner denies Contractor's request for additional compensation, additional Contract Time, or other relief

that Contractor believes results from the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

A.4.5 If the Contractor believes that adjustments to cost or Contract Time are involved because of an Unavoidable Delay caused by differing Project Site conditions, the Contractor shall notify the Owner immediately of differing Project Site conditions before the area has been disturbed. The Owner will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner agrees that a differing Project Site condition exists, any adjustment to compensation or Contract Time will be determined based on the process set forth in Section D.2.2 for adjustments to or deletions from Work. If the Owner disagrees that a differing Project Site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

#### **A.5 INDEPENDENT CONTRACTOR STATUS**

The service or services to be performed under the Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

#### **A.6 RETIREMENT SYSTEM STATUS AND TAXES**

Contractor represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under the Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, Owner will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

#### **A.7 GOVERNMENT EMPLOYMENT STATUS**

A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.

### **SECTION B ADMINISTRATION OF THE CONTRACT**

#### **B.1 OWNER'S ADMINISTRATION OF THE CONTRACT**

B.1.1 The Owner shall administer the Contract as described in the Contract Documents throughout the term of the Contract, including the one-year period for correction of Work. The Owner will act as provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner may rely on the Architect/Engineer or other agents to perform some or all of these tasks.

B.1.2 The Owner may visit the Project Site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner will not

make exhaustive or continuous on-Project Site inspections to check the quality or quantity of the Work. Unless otherwise required in a Change Order, the Owner will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall communicate with each other within a reasonable time frame about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

## **B.2 CONTRACTOR'S MEANS AND METHODS; MITIGATION OF IMPACTS**

B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the Project Site safety thereof and, except as stated below, shall be fully and solely responsible for the Project Site safety of such means, methods, techniques, sequences or procedures.

B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the Project, including those caused by authorized changes, which may affect cost, schedule, or quality.

B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, agents, and Subcontractors on the Project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

## **B.3 MATERIALS AND WORKMANSHIP**

B.3.1 The intent of the Contract Documents is to provide for the construction and completion of every detail of the Work described. All Work shall be performed in a professional manner and, unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.

B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's sole expense and within a reasonable time frame.

B.3.3 Work done and materials furnished may be subject to inspection and/or observation and testing by the Owner to determine if they conform to the Contract Documents. Inspection of the Work by the Owner does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.

B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner and include the cost of the Samples in the Contract Price.

## **B.4 PERMITS**

Contractor shall obtain and pay for all necessary permits, licenses and fees, except for those specifically excluded in the Supplemental General Conditions, as required for the project. Contractor shall be responsible for all violations of the law. Contractor shall give all requisite notices to public authorities.

## **B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS**

B.5.1 Contractor shall comply with Applicable Laws, as amended pertaining to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following, as applicable and as may be amended from time to time: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended; (vi) all regulations and administrative rules established pursuant to any applicable laws; and (vii) all other applicable requirements of federal, state, county or other local government entity statutes, rules and regulations.

B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.

(b) Contractor shall maintain, in current and valid form, all licenses and certificates required by Applicable Laws or the Contract when performing the Work.

B.5.3 Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.021 at the time they submit their bids to the Contractor.

B.5.4 Contractor shall certify that each landscape contracting business, as defined in ORS 671.520(2), performing Work under the Contract holds a valid landscape construction professional license issued pursuant to ORS 671.560.

B.5.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (877) 668-4001.

B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a material breach of Contract and constitute



grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

- B.5.7 The Contractor shall include in each subcontract those provisions required under ORS 279C.580.
- B.5.8 Contractor shall comply with 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.

#### **B.6 SUPERINTENDENCE**

Contractor shall keep on the Project Site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the Project Site. Directions given to the superintendent by the Owner shall be confirmed in writing to the Contractor.

#### **B.7 INSPECTION**

- B.7.1 Owner shall have access to the Work at all times.
- B.7.2 Inspection of the Work will be made by the Owner at its discretion. The Owner will have authority to reject Work that does not conform to the Contract Documents in the Owner's sole discretion. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner, shall be removed and replaced at the Contractor's expense.
- B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by Applicable Laws or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.
- B.7.4 As required by the Contract Documents, Work done or material used without required inspection or testing and/or without providing timely notice to the Owner may be ordered removed at the Contractor's expense.
- B.7.5 If directed to do so by Owner or other permitting authority any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without required testing or inspection or sufficient notice to the Owner, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner, the uncovering and restoration will be paid for pursuant to a Change Order.
- B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.

- B.7.7 In Owner's sole discretion, it may authorize other interested parties to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner.

#### **B.8 SUBCONTRACTS AND ASSIGNMENT**

- B.8.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions and Supplemental General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.
- B.8.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.
- B.8.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under the Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of the Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

#### **B.9 OWNER'S RIGHT TO DO WORK**

Owner reserves the right to perform other or additional work at or near the Project Site with other agents than those of the Contractor. If such work takes place within or next to the Project Site, Contractor shall coordinate work with the other contractors or agents, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all agents involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner will establish work priority (including the Work) in the Owner's sole discretion.

#### **B.10 OTHER CONTRACTS**

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of the Contract. The Contractor of the Contract shall fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in Section B.13.

#### **B.11 ALLOWANCES**

- B.17.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances

shall be supplied for such amounts and by such persons or entities as the Owner may direct.

- B.11.2 Unless otherwise provided in the Contract Documents:
- (a) when finally reconciled, allowances shall cover the cost of the Contractor's materials and equipment delivered at the Project Site and all required taxes, less applicable trade discounts;
  - (b) Contractor's costs for unloading and handling at the Project Site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
  - (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (ii) changes in Contractor's costs under Section B.17.2(b);
  - (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

#### **B.12 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

- B.12.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples.
- B.12.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.
- B.12.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents

and approved by the Contractor may be returned by the Architect/Engineer without action.

- B.12.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- B.12.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.
- B.12.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.
- B.12.7 In the event that Owner elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the Project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner.

#### **B.13 SUBSTITUTIONS**

The Contractor may make Substitutions only with the written consent of the Owner, after evaluation by the Owner and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the Solicitation Document. By making requests for Substitutions, the Contractor represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under the Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

#### **B.14 USE OF PLANS AND SPECIFICATIONS**

Plans, Specifications and related Contract Documents furnished to Contractor by Owner or Owner's Architect/Engineer shall be used solely for the performance of the Work under the Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of the Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Owner.

**SECTION C**  
**WAGES AND LABOR**

**C.1 PREVAILING WAGE RATES ON PUBLIC WORKS**

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Pursuant to ORS 279C.830(1)(d), Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts. If the Work is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. Contractor shall provide written notice to all workers of the number of hours per day and days per week such workers may be required to work.

**C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS**

- C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner on the form prescribed by the Commissioner of the Bureau of Labor and Industries ("BOLI"), certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the Project and further certifying that no worker employed on the Project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement, and, that to the Contractor's or Subcontractor's best knowledge and belief, the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the Project shall be submitted once a month, by the fifth (5<sup>th</sup>) business day of the following month. The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.
- C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on the Project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.
- C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this Project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, 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 under this subsection.
- C.2.4 In accordance with statutory requirements and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

**C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS**

- C.3.1 As a condition to Owner's performance hereunder, the Contractor shall:
- C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in the Contract.
- C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund or successor program from such Contractor or Subcontractor incurred in the performance of the Contract.
- C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.
- C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C.3.2 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor of a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under the Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- C.3.3 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to the Contractor by the Owner under such contract.
- C.3.4 If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person 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 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- C.3.5 If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- C.3.6 All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.
- C.3.7 In accordance with ORS 279C.570, for all subcontracts that exceed \$500,000 that the Contractor withholds retainage, the Contractor shall place amounts deducted as retainage into an interest-bearing escrow account. Interest on the retainage amount accrues from the

date the payment request is approved until the date the retainage is paid to the Subcontractor to which it is due.

**C.4 PAYMENT FOR MEDICAL CARE**

As a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums of which the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

**C.5 HOURS OF LABOR**

As a condition to Owner's performance hereunder, no person shall be employed to perform Work under the Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or
- (b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This Section C.5 will not apply to Contractor's Work under the Contract to the extent Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under the Contract.

**SECTION D  
CHANGES IN THE WORK**

**D.1 CHANGES IN WORK**

D.1.1 The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written agreement and then only after any necessary approvals have been obtained. A Change Order is required to modify the Contract, which shall not be effective until its execution by the parties to the Contract and all approvals required by public contracting laws have been obtained.

D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction may be necessary or desirable during the course of construction. Within the general scope of the Contract, the Owner may at any time, without notice to the sureties and without impairing the Contract, require changes it deems necessary or desirable within the scope of this Project and consistent with this Section D.1. All changes to the Work shall be documented and Change Orders shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:

- (a) Modification of specifications and design.
- (b) Increases or decreases in quantities.
- (c) Increases or decreases to the amount of Work.
- (d) Addition or elimination of any Work item.
- (e) Change in the duration of the Project.

- (f) Acceleration or delay in performance of Work.
- (g) Deductive changes.

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible. In cases of suspension or partial termination under Section J, Owner reserves the right to unilaterally impose a deductive change and to self-perform such Work, for which the provisions of Section B.13 (Owner's Right to Do Work) shall then apply. Adjustments in compensation shall be made under Section D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Owner.

D.1.3 The Owner and Contractor agree that adjustments to or deletions from the Work shall be administered and compensated according to the following:

- (a) **Unit Pricing:** Unit pricing may be utilized at the Owner's option when unit prices or solicitation alternates were provided that established the cost for adjustments to Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the adjustment to Work.
- (b) **Fixed Fee:** If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for adjustments to or deletions from the Work. In fixed pricing, the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. Notwithstanding the foregoing, the mark-ups set forth in Section D.1.3(c) shall be utilized in establishing fixed pricing, and such mark-ups shall not be exceeded. Cost and price data relating to adjustments to or deletions from the Work shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.
- (c) **Time and Material:** In the event that unit pricing and fixed pricing are not utilized, then adjustments to or deletions from the Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. The Contractor or Subcontractor who performs the Work shall be allowed to add up to ten percent (10%) markup to the Direct Costs as full compensation for profit, Overhead and other indirect costs for Work performed with the Contractor's or Subcontractor's own agents

Each ascending tier Subcontractor or the Contractor that did not perform the Work, will be allowed to add up to five percent (5%) supplemental markup on the Direct Costs of the Work (but not the above allowable markups) covered by a Change Order. No additional markup shall be permitted for any third tier or greater descending Subcontractor.

Example: \$20,000 of Direct Costs Work performed by a 2<sup>nd</sup> Tier Subcontractor

	Markup	Allowed Total Fee Plus Markup
General Contractor	5%	\$1,000.00
1 <sup>st</sup> Tier Sub Contractor	5%	\$1,000.00
2 <sup>nd</sup> Tier Sub Contractor	10%	\$22,000.00

- (d) Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other agents furnished by the Contractor, including Subcontractors, for adjustments to or deletions from the Work pursuant to a Change Order. Owner may establish a maximum cost for additional Work under this Section D.1.3, which shall not be exceeded for reimbursement without additional written

authorization from Owner in the form of a Change Order. Contractor shall not be required to complete such additional Work without additional authorization.

- D.1.4 Any necessary adjustment of Contract Time that may be required as a result of adjustments to or deletions from the Work must be agreed upon by the parties before the start of the revised Work unless Owner authorizes Contractor to start the revised Work before agreement on Contract Time adjustment.

Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of Owner's request for additional Work. If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) Day time limit, Contractor's requests pertaining to that additional Work shall be barred. The thirty (30) Day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

- D.1.5 If any adjustment to Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of any other part of the Work under the Contract, Contractor shall submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of Owner's request for adjustments to or deletions from the Work by Contractor.

The thirty (30) Day time limit applies to claims of Subcontractors, suppliers, or manufacturers who may be affected by Owner's request for adjustments to or deletions from the Work and who request additional compensation or an extension of Contract Time to perform; Contractor has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the thirty (30) Day time limit, and including their requests with Contractor's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the Contractor in writing with full analysis and justification for the adjustments to compensation and Contract Time requested. The Contractor shall analyze and evaluate the merits of the requests submitted by Subcontractors, suppliers, and manufacturers to Contractor prior to including those requests and Contractor's analysis and evaluation of those requests with Contractor's requests for adjustments to compensation or Contract Time that Contractor submits to the Owner. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The Owner will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to the Contract. The consideration of such requests and claims under this section does not give any Person, not a party to the Contract the right to bring a claim against Owner, whether in this claims process, in litigation, or in any dispute resolution process.

If the Owner denies the Contractor's request for adjustment to compensation or Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

- D.1.6 No request or Claim by the Contractor for additional costs or an adjustment of Contract Time shall be allowed if made after receipt of final payment application under the Contract. Final payment application must be made by Contractor within the time required under Section E.6.4.

- D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor agrees that it will work in good faith with Owner to undertake changes, when agreed upon by execution of a Change Order. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

## **D.2 DELAYS**

- D.2.1 Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

- D.2.2 In the event of Unavoidable Delays, Contractor may be entitled to the following:

- (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).
- (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.2 for Unavoidable Delays, other than requests for differing Project Site conditions for which a review process is established under Section A.4.5, Contractor shall submit a written notification of the delay to the Owner within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated additional Contract Time extension or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the Owner, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2, Contractor's Claim shall be barred.

## **D.3 CLAIMS REVIEW PROCESS**

- D.3.1 All Contractor Claims shall be referred to the Owner for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the Owner within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these County General Conditions. Within thirty (30) Days after the initial Claim, Owner shall receive from Contractor a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be barred.

**SECTION E**  
**PAYMENTS**

D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include all information, records and documentation necessary for the Owner to properly and completely evaluate the claim, including, but not limited to a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner. The Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to the Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.

D.3.3 The Owner, through the Architect/Engineer (or other employee or agent assigned by the Owner) will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) recommend approval of all or part of the Claim; (5) arrange a meeting with the Contractor for formal review of the Claim; or (6) propose an alternate resolution.

D.3.4 Once the Engineer or Project Manager determines the Owner is in receipt of a properly submitted claim, the Engineer or Project Manager may arrange a meeting, as 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.

D.3.5 The Owner's decision, through the Architect/Engineer (or other employee or agent assigned by the Owner), shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner, through the appropriate department director, shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.

D.3.6 If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Owner 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.

D.3.7 Both parties agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the issuance of the appeal in Section D. 3.4 above. If the parties are unable to resolve their issues through mediation or otherwise, either party may seek redress through all available remedies in equity or in law.

D.3.8 Unless otherwise directed by Owner, Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the Owner, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or delay Work, in whole or in part, without a written stop work order from the Owner.

**E.1 SCHEDULE OF VALUES**

The Contractor shall submit, by or before the pre-construction conference (as described in Section H.1.3), a schedule of values ("Schedule of Values") for the Contract Work. This schedule shall provide a breakdown of values for the Contract Work and will be the basis for progress payments. The breakdown shall demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner, Contractor shall revise the schedule of values and resubmit the same for approval of Owner.

**E.2 APPLICATIONS FOR PAYMENT**

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses, in accordance with the requirements of this Section E.2 and ORS 279C.570. Applications for payment shall be based upon estimates of Work completed and the Schedule of Values. As a condition precedent to Owner's obligation to pay, all applications for payment shall be approved by the Owner. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest in accordance with ORS 279C.570 for overdue invoices, not including retainage, due the Contractor. Overdue invoices will be those that have not been paid within the earlier of:

- (a) Thirty (30) days after receipt of the invoice; or
- (b) Fifteen (15) days after the payment is approved by the County.

Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

Owner reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for such amounts which are correct and proper.

Owner, upon written notice to the Contractor, may elect to make payments to the Contractor only by means of Electronic Funds Transfers ("EFT") through Automated Clearing House ("ACH") payments. If Owner makes this election, the Contractor shall arrange for receipt of the EFT/ACH payments.

E.2.2 Contractor shall submit to the Owner an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to Subcontractors. Contractor shall include in its application for payment a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: \_\_\_\_\_  
Dated: \_\_\_\_\_"

E.2.3 Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at Owner's sole discretion. Such a payment, if made, will be subject to the following conditions:

- (a) The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Owner shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
- (e) Payments shall be made for materials and equipment only. The submitted amount in the application for payment shall be reduced by the cost of transportation from the storage site to the Project Site and for the cost of an inspector to verify delivery and condition of the goods at the storage site. The cost of storage and inspection shall be borne solely by the Contractor.
- (f) Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material and/or equipment stored and of payment for the storage site.
- (g) Payment for stored materials and/or equipment shall in no way indicate acceptance of the materials and/or equipment or waive any rights under the Contract for the rejection of the Work or materials and/or equipment not in conformance with the Contract Documents.
- (h) All required documentation shall be submitted with the respective application for payment.

E.2.4 The Owner reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:

- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with Applicable Laws or the Contract Documents;
- (b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
- (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Contractor and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2);

- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the Work, Owner or Owner's agent;
- (f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) failure to carry out the Work in accordance with the Contract Documents; or
- (h) assessment of liquidated damages, when withholding is made for offset purposes.

E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, no amounts for changes in the Work can be included in applications for payment until the Contract Price has been adjusted by a Change Order;
- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the Project Site at a location agreed upon in writing), less retainage as provided in Section E.5;
- (c) Subtract the aggregate of previous payments made by the Owner; and
- (d) Subtract any amounts for which the Owner has withheld or nullified payment as provided in the Contract Documents.

E.2.6 Contractor's applications for payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

E.2.7 The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided financing, labor, materials and equipment relating to the Work.

E.2.8 If Contractor disputes any determination by Owner with regard to any application for payment, Contractor nevertheless shall continue to expeditiously perform the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

### **E.3 PAYROLL CERTIFICATION REQUIREMENT**

Owner's receipt of payroll certification pursuant to Section C.2 of the Contract shall be a condition precedent to Owner's obligation to pay any progress payments or final payment otherwise due.

#### **E.4 DUAL PAYMENT SOURCES**

Contractor shall not be compensated for Work performed under the Contract from any state agency other than the agency that is a party to the Contract.

#### **E.5 RETAINAGE**

E.5.1 Retainage shall be withheld and released in accordance with the requirements set forth in Local Contract Review Board Rules or the applicable County standard.

E.5.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of retainage on or may eliminate retainage on any remaining monthly Contract payments after fifty (50) percent of the Work under the Contract is completed if, in the Owner's discretion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is ninety-seven and a half percent (97.5%) completed in Owner's estimation, the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to hundred (100) percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 If retainage is withheld, unless the Contractor requests and the Owner accepts a form of retainage described in options (a) or (b) below, the Owner (except as otherwise provided below for a contract of \$500,000 or less), will deposit the retainage 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 Owner 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 Owner's advance written authorization. For a Contract over \$500,000, if the Contractor requests that the Owner deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Owner will use an interest-bearing escrow account as stated above. For a Contract of \$500,000 or less, if the Contractor requests that the Owner deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Owner will use an interest-bearing account (in a bank, savings bank, trust company or savings association) as provided under ORS 279C.450(5).

In accordance with the provisions of ORS 279C.560, Local Contract Review Board Rules, or the applicable County standard, unless the Owner finds in writing that accepting bonds, securities or other instruments described in option (a) below or a security bond described in option (b) below poses an extraordinary risk that is not typically associated with the bond, security or instrument, the Owner will approve the Contractor's written request:

- a. to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds, securities or other instruments of equal value with Owner or in a custodial account or other mutually-agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner. Interest or earnings on the bonds, securities or other instruments shall accrue to the Contractor. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Owner may require to protect its interests. To be permissible, the bonds, securities and other instruments must be of a character approved by Owner; or

- b. that the Contractor be allowed, with the approval of the Owner, Owner allow Contractor to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.625.

When the Owner has accepted the Contractor's election of option (a) or (b), Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's request for option (b), Contractor shall accept like bonds from Subcontractors and suppliers on the Project from which Contractor has required retainages.

E. 5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of two thirds of one percent per month on the final payment due Contractor, interest to commence forty-five (45) Days after the date which Owner receives Contractor's final approved application for payment and Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and deliver to Owner its final application for payment and Owner shall, within fifteen (15) Days after receiving the written notice and the application for payment, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run forty-five (45) Days after the end of the fifteen (15) Day period.

E.5.1.4 Owner will reduce the amount of the retainage if the Contractor notifies the Owner that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the Owner, bonds and securities of equal value of a kind approved by the Owner and such bonds and securities have in fact been deposited.

E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to Owner's retainage from any progress payment due to Contractor.

E.5.1.6 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.6 FINAL PAYMENT**

E.6.1 Upon completion of all the Work under the Contract, the Contractor shall notify the Owner, in writing, that Contractor has completed Contractor's obligations under the Contract and shall prepare its application requesting final payment. The amount of final payment will be the difference between the total amount due the Contractor pursuant to the Contract Documents and the sum of all payments previously made. Upon receipt of such notice and application for payment, the Owner will inspect the Work, and, if acceptable, submit to Contractor a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final application for payment by the Owner and compliance by the Contractor with



provisions in Section K, and Contractor's satisfaction of other provisions of the Contract Documents as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.

- E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (2) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (3) consent of surety, if any, to final payment and (4), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien.
- E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.
- E.6.4 Contractor agrees to submit its final payment application within ninety (90) Days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to the Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) Days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be barred.

## **SECTION F PROJECT SITE CONDITIONS**

### **F.1 USE OF PREMISES**

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, Applicable Laws, permits or directions of the Owner. Contractor shall follow the Owner's instructions regarding use of premises, if any.

### **F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC**

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage and shall protect the Owner, workers and property from injury or loss arising in connection with the Contract. Contractor shall remedy acceptably to the Owner any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the Project Site or otherwise engaged in the undertaking of the Work and shall comply with the Contract Documents, best practices and all applicable provisions of federal, state and municipal safety laws and building codes to prevent

accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Project Site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner. The Owner has no responsibility for Project Site safety. Project Site safety shall be the responsibility of the Contractor.

- F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall, immediately and in writing, report to the Owner, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor shall be responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, vehicles and materials on the Project Site.
- F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials shall be conducted so no release will occur that may pollute or become hazardous.
- F.2.6 In an emergency affecting the safety of life or limb or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.
- F.2.7 Contractor shall comply with all Owner safety rules and regulations, if applicable. Prior to commencement of any Work, Contractor and Subcontractors shall be required to complete an Owner Contractor Safety Orientation and submit all Owner required safety plans.
- F.2.8 Contractor shall demonstrate that an employee drug testing program is in place.

### **F.3 CUTTING AND PATCHING**

- F.3.1 If applicable, Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.
- F.3.2 If applicable, Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

### **F.4 CLEANING UP**

From time to time as may be prudent or ordered by the Owner and, in any event, immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four (24) hours after notification by the Owner the work may be

done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

## **F.5 ENVIRONMENTAL CONTAMINATION**

F.5.1. Contractor shall be held responsible for and shall indemnify, defend (with counsel of Owner's choice), and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Work or Contractor's obligations under the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of the Contract, and Contractor shall take no action that would void or impair such coverages.

F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and regulatory agencies having jurisdiction in a manner that complies with Applicable Laws. Cleanup shall be at no cost to the Owner and shall be performed by properly qualified and, if applicable, licensed personnel.

F.5.1.2 Unless otherwise approved in the Solicitation Document, Contractor shall obtain the Owner's written consent prior to bringing onto the Project Site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any Applicable Laws. In any event, Contractor shall provide prior written notice to Owner when hazardous materials are brought on to the Project Site. The Contractor, at all times, shall:

- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials on the Project Site, in accordance with all Applicable Laws;
- (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Project Site; and
- (c) promptly clean up and remediate, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all Applicable Laws.

F.5.2 Contractor shall report all reportable quantity releases, as such releases are defined in Applicable Laws. Upon discovery, regardless of quantity, Contractor must verbally report all releases to the Owner in a prompt manner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest numbers, and any and all other documentation required by law).
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.

(e) Summary of communications about the release between Contractor and State, local or federal officials other than Owner. Any communication to the press will be done by Owner and Contractor will defer to Owner.

(f) Description of cleanup procedures employed or to be employed at the Project Site, including disposal location of spill residue.

(g) Personal injuries, if any, resulting from, or aggravated by, the release.

## **F.6 ENVIRONMENTAL CLEAN-UP**

F.6.1 Unless disposition of environmental pollution is specifically a part of the Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by the Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl ("PCB"), or petroleum, and any substances, materials or wastes regulated by 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the Project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or wellbeing of Contractor's or any Subcontractor's work force, property or the environment.

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the Project Site, not brought on to the Project Site by Contractor, Owner shall arrange for the proper disposition of such hazardous substance(s).

## **F.7 DEMOLITION**

F.7.1 For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

## **SECTION G INDEMNITY, BONDING, AND INSURANCE**

### **G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY**

G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.

G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to

observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

G.1.3 In claims against any person or entity indemnified under Section G.1.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND**

G.2.1 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

G.2.2 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

G.2.3 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

## **G.3 INSURANCE**

G.3.1 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each

Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

### **G.3.3 Builder's Risk Insurance:**

G.3.3.1 Builder's Risk: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

G.3.3.2 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

G.3.3.3 Such insurance shall be maintained until Owner has occupied the facility.

G.3.3.4 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

### **G.3.4 General Liability Insurance:**

G.3.4.1 Commercial General Liability: Upon execution of a Contract, Contractor shall obtain, and keep in effect at Contractor's expense for the term of the Contract, Commercial General Liability Insurance ("CGL") covering bodily injury and property damage in the amount of not less than \$1,000,000 per claim and \$2,000,000 per occurrence in a form satisfactory to Owner. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnities provided under the Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis written on ISO Form GC 00 01 (12 04 or later) or an equivalent form approved in advance by Owner. The CGL shall provide separation of insured language. The policy or policies obtained by Contractor for purposes of fulfilling the requirements of this section shall be primary insurance with respect to the Owner. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Automobile Liability Insurance covering owned, and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than \$1,000,000 per claim and \$2,000,000 per occurrence. Contractor

and its Subcontractors shall be responsible for ensuring that all non-owned vehicles maintain adequate Automobile Liability insurance while on Project Site.

- G.3.4.3 Owner may adjust the insurance amounts required in Section G.3.4.1 and G.3.4.2 based upon institution specific risk assessments through the issuance of Supplemental General Conditions and a Contract.
- G.3.4.4 To the extent that the Contract Documents require the Contractor to provide professional design services, design-build, or certifications related to systems, materials, or equipment, the Contractor shall (1) purchase and maintain professional liability/errors-and-omissions insurance with limits of not less than \$1,000,000 for each claim and \$2,000,000 general annual aggregate and (2) cause those Subcontractors (of any tier) who are providing professional design services including any design-build services to procure and maintain professional liability/errors-and-omissions insurance with limits of not less than \$1,000,000 for each claim and \$2,000,000 general annual aggregate. This policy shall be for the protection of the Owner, its elected officials, officers, agents 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 the Contract. The Owner, at its option, may require a complete copy of the above policy.
- G.3.4.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).
- G.3.4.6 Umbrella Liability (if required by Owner through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Umbrella liability Insurance over and above the general liability, automobile liability and workers' compensation coverage if required by Owner in specified limits at time of requirement.
- G.3.4.7 Pollution Liability may be required by Owner through issuance of Supplemental General Conditions.
- G.3.5 Additional Insured: The general liability insurance coverage, automobile liability, umbrella, and pollution liability if required, shall include the Owner as additional insureds but only with respect to the Contractor's activities to be performed under the Contract. The additional-insured endorsement for CGL insurance must be written on ISO Form CG 20 10 (10 01) and CG 20 37 (10 01), or their equivalent, but shall not use either of the following forms: CG 20 10 (10 93) or CG 20 10 (03 94). Proof of insurance must include a copy of the endorsement showing "Clackamas County, its elected officials, agents, officers, and employees" as scheduled insureds.

If Contractor cannot obtain an insurer to name the Owner as additional insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of the Contract, Owners and Contractors Protective Liability Insurance, naming the Owner as additional insureds with not less than a \$2,000,000

limit per occurrence. This policy must be kept in effect for 36 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.

- G.3.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

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

- G.3.7 Certificate(s) of Insurance/Insurance Carrier Qualification: As evidence of the insurance coverage required by the Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to execution of the Contract. The certificate(s) will specify all of the parties who are additional insureds or loss payees for the Contract. A renewal certificate shall be sent to Owner at least 10 days prior to coverage expiration. Insurance coverage required under the Contract shall be obtained from insurance companies or entities acceptable to the Owner and that are eligible to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to conduct an insurance business and issue policies of insurance in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and which are subject to approval by the Owner. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be subject to approval by the Owner in writing and shall be a condition precedent to the effectiveness of any Contract.

## **SECTION H SCHEDULE OF WORK**

### **H.1 CONTRACT PERIOD**

- H.1.1 Time is of the essence. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein.
- H.1.2 Notice to Proceed. Unless otherwise directed in the Contract Documents, Contractor shall commence Work on the Project Site within fifteen (15) Days of the Notice to Proceed. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted in a form acceptable to Owner.
- H.1.3 Unless otherwise not required in the Construction Documents, Contractor shall participate in a pre-construction conference with the Owner's representative and designated design team. The

purpose of this pre-construction conference is to review the Contractor's proposed Schedule of Values and to review any other Project logistics to be coordinated between the parties.

H.1.4 Unless specifically extended by a Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2(f) and shall be subject to the provisions of Section D.1.

H.1.5 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

## **H.2 SCHEDULE**

H.2.1 Contractor shall provide, by or before the pre-construction conference, the initial as-planned schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by Project components, labor trades, and long lead items broken down by building and/or floor where applicable. If Owner shall so elect, Contractor shall provide the schedule in CPM format showing the graphical network of planned activities, including i) a reasonably detailed list of all activities required to complete the Work; ii) the time and duration that each activity will take to completion; and iii) the dependencies between the activities. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. The schedule shall include the following: Notice to Proceed or the date the Work commences, if no Notice to Proceed is issued by Owner, Substantial Completion, and Final Completion. Schedules shall be updated monthly, unless otherwise required by the Contract Documents, and submitted with the monthly application for payment. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

H.2.2 All Work shall be completed during normal weekdays (Monday through Friday) between the hours of 7:00 a.m. and 5:00 p.m. unless otherwise specified in the Contract Documents. Unless otherwise specified in the Contract Documents, no Work shall be performed during the following holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- President's Day

When a holiday falls on a Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

## **H.3 PARTIAL OCCUPANCY OR USE**

The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having

jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have reasonably accepted in writing the responsibilities assigned to each of them. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## **SECTION I CORRECTION OF WORK**

### **I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT**

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (Punch List) work. At the end of the thirty-day period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent reinspections shall be borne by the Contractor. If Contractor fails to complete the Punch List work within the thirty (30) Day period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

### **I.2 WARRANTY WORK**

I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for Defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand and at Contractor's sole expense. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations. The Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by Owner, unless otherwise specified in the Contract Documents. Should the Contractor fail to respond within the specified response time, the Owner may, at its option, complete the necessary repairs using another contractor or its agents. If Owner completes the repairs using Owner's agent, Contractor shall pay Owner at the rate of one and one-half (1½) times the standard hourly rate of Owner's agent, plus related overhead and any direct non-salary costs. If Owner completes the repairs using another contractor, Contractor shall pay Owner the amount of Owner's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of Owner's agents who

are required to monitor that contractor's work. Work performed by Owner using Owner's own agents or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.

- I.2.2 Nothing in this Section I.2 provision shall negate guarantees or warranties for periods longer than one year including without limitation, such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the Owner.
- I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the Project Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- I.2.6 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable as determined by Owner. Such adjustment shall be effected whether or not final payment has been made.

## **SECTION J**

### ***SUSPENSION AND/OR TERMINATION OF THE WORK***

#### **J.1 OWNER'S RIGHT TO SUSPEND THE WORK**

- J.1.1 The Owner has the authority to suspend portions or all of the Work due to the following causes:
  - (a) Failure of the Contractor to correct unsafe conditions;
  - (b) Failure of the Contractor to carry out any provision of the Contract;
  - (c) Failure of the Contractor to carry out orders;
  - (d) Conditions, in the opinion of the Owner, which are unsuitable for performing the Work;
  - (e) Time required to investigate differing Project Site conditions; or
  - (f) Any reason considered to be in the public interest.
- J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension, and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

#### **J.2 CONTRACTOR'S RESPONSIBILITIES**

- J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the Project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.
- J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the Work in every respect as though its prosecution had been continuous and without suspension.

#### **J.3 COMPENSATION FOR SUSPENSION**

Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's agents or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension, and any liquidated damages arising from the delay. If the suspension was caused by acts or omissions of the Owner, the Contractor may be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the Contractor or the Owner, neither party shall owe the other for the impact.

#### **J.4 OWNER'S RIGHT TO TERMINATE CONTRACT**

- J.4.1 The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:
  - (a) If Contractor should, voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
  - (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
  - (c) If a receiver should be appointed on account of Contractor's insolvency;
  - (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
  - (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner;
  - (f) If Contractor is otherwise in breach of any part of the Contract; or
  - (g) If Contractor is in violation of Applicable Laws, either in the conduct of its business or in its performance of the Work.

- J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, and, in addition, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If

the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

#### **J.5 TERMINATION FOR CONVENIENCE, NON-APPROPRIATION OF FUNDS, OR FORCE MAJEURE**

- J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines: (a) that termination of the Contract is in the best interest of Owner or the public; (b) that the Owner failed to receive funding, appropriations, allocations or other expenditure authority as contemplated by Owner's budget and Owner determines, in its sole determination, and its assessment and ranking of the policy objectives explicit or implicit in Owner's budget, Owner may determine it is necessary to and may terminate the Contract.; or (c) in the event of Force Majeure.
- J.5.2 The Owner shall provide the Contractor with seven (7) Days prior written notice of a termination for Owner's or for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination. 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 Owner as a result of defective, unacceptable or unauthorized Work completed or performed.

#### **J.6 ACTION UPON TERMINATION**

- J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed by the Owner, Contractor shall, upon termination, transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.
- J.6.3 Upon Owner's notice of termination pursuant to either Section J.4 or J.5, if Owner shall so elect, Contractor shall assign to the Owner such subcontracts and orders as Owner shall specify. In the event Owner elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as Owner shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

### **SECTION K CONTRACT CLOSE OUT**

#### **K.1 RECORD DOCUMENTS**

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide Record Documents for the entire Project to Owner. Record Documents shall depict the Project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed.

#### **K.2 OPERATION AND MAINTENANCE MANUALS**

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner prior to submission of any pay request for more than 75% of the Work. Owner's receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, telephone list and contact information for all consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner shall review and return one O & M Manual for any modifications or adjustments required. Prior to submission of its final pay request, Contractor shall deliver two (2) complete and approved sets of O & M Manuals in paper form and one (1) complete and approved set in electronic form to the Owner and Owner's receipt of the O & M Manuals shall be a condition precedent to Owner's obligation to make final payment.

#### **K.3 COMPLETION NOTICES**

- K.3.1 Contractor shall provide Owner written notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate. Both completion notices must be signed and notarized by the Contractor and signed by the Architect/Engineer (if applicable) and Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.
- K.3.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a Punch List be prepared by the Owner with submission of the request for the Substantial Completion notice.

#### **K.4 TRAINING**

As part of the Work, and prior to submission of the final application for payment, the Contractor shall schedule with the Owner training sessions for all equipment and systems as required by the Contract Documents. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner to provide its personnel with adequate notice. If assignments arise because of termination under Section J.4, then such assignments shall not relieve Contractor of liability hereunder. The O & M Manual shall be used as a basis for training. In addition to any off-Project Site training required by the Contract Documents, training shall include a formal session conducted at the Project Site after the equipment and/or system is completely installed and operational in its normal operating environment.

#### **K.5 EXTRA MATERIALS**

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the Contract Documents prior to final payment. Delivery point for extra materials shall be designated by the Owner.

#### **K.6 ENVIRONMENTAL CLEAN-UP**

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental and pollution clean-up, remediation and closure have been completed in accordance with all Applicable Laws and pursuant to the authority of all agencies having jurisdiction, and Contractor shall provide Owner with any and all documentation related to the same, including but not limited to directives, orders, letters, certificates and permits related to or arising from such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above. Contractor's completion of its obligations under this Section K.6 and Owner's receipt of documents evidencing such completion shall be a condition precedent to Owner's obligation to make final payment.

#### **K.7 CERTIFICATE OF OCCUPANCY**

Owner's receipt of an unconditioned certificate of occupancy from the appropriate state and/or local building officials shall be a condition precedent to Owner's obligation to make final payment, except to the extent failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

#### **K.8 OTHER CONTRACTOR RESPONSIBILITIES**

The Contractor shall be responsible for returning to the Owner all property of Owner issued to Contractor during construction such as keys, security passes, Project Site admittance badges, and all other pertinent items. Upon notice from Owner, Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the Owner does not take beneficial use of the facility and the Contractor's agents continue with the Work.

The Owner's property is drug free and weapons free areas and the use of tobacco products is only allowed in designated areas. Contractor shall be required to ensure that its employees, Subcontractors and agents shall comply with these requirements.

### **SECTION L GENERAL PROVISIONS**

#### **L.1 NO THIRD PARTY BENEFICIARIES**

Owner and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the 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 the Contract.

#### **L.2 SEVERABILITY**

If any provision of the Contract is declared by a court to be unenforceable, 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 provision held to be invalid.

#### **L.3 ACCESS TO RECORDS**

L.3.1 Contractor shall keep, at all times on the Project Site, one record copy of the complete Contract Documents, including the Plans, Specifications, addenda, and Change Orders (if any) in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner access thereto.

L.3.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10)

years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or the Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

#### **L.4 WAIVER**

Failure of the Owner to enforce any provision of the Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of the Contract.

#### **L.5 SUCCESSORS IN INTEREST**

The provisions of the Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective permitted successors and assigns.

#### **L.6 GOVERNING LAW**

The Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof.

#### **L.7 APPLICABLE LAW**

Contractor hereto agrees to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

#### **L.8 NON-EXCLUSIVE RIGHTS AND REMEDIES**

Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of the Contract 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.

#### **L.9 INTERPRETATION**

The titles of the sections of the Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

#### **L.10 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.

#### **L.11 LITIGATION**

Any Claim between Owner and Contractor that arises from or relates to the Contract and that is not resolved through the Claims Review Process in Section D.3 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. CONTRACTOR, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

**L. 12 SURVIVAL**

All warranty, indemnification, and record retention provisions of the Contract, and all of Contractor's other obligations under the Contract that are not fully performed by the time of Final Completion or termination, and all other rights and obligations which by their context are intended to survive, shall survive Final Completion or any termination of the Contract.

**L.13 SEVERABILITY**

If any provision of this Contract is declared by a court to be unenforceable, 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 provision held to be invalid.

**L.14 ACCESS TO RECORDS**

L.14.1. Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Construction Change Directives and addenda, in good order and marked currently to record field changes and selections made during construction, and one copy of Shop Drawings, Project Data, Samples and similar submittals, and shall at all times give the Owner access thereto.

L.14.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10) years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or this Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

**L.15 WAIVER**

Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

**L. 16 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.



WATER ENVIRONMENT SERVICES
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: 30124662/190047113
Solicitation: #2021-05
Project Name: Collection System Rehab Project

Table with 2 columns: Surety Company and Bond Amount. Rows include Continental Casualty, Liberty Mutual, and Total Penal Sum of Bond.

We, Michels Corporation 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 the District, along with the plans, specifications, terms and conditions of which are contained in the above-referenced Project Contract Documents; 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 which increase the amount of the work...

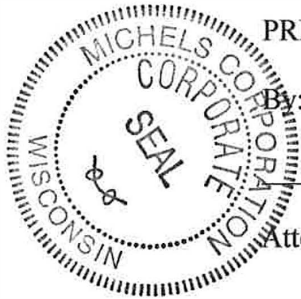
NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract...

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



PRINCIPAL: Michels Corporation

BY: [Signature]  
Signature

Western Regional Manager  
Official Capacity

Attest: [Signature] ASST SEC  
Corporation Secretary

Continental Casualty Company &  
SURETY: Liberty Mutual Insurance Company  
*[Add signatures for each if using multiple bonds]*

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

Heather R. Goedel

Name

[Signature]  
Signature

8400 Normandale Lake Blvd., Suite 1700  
Address

Bloomington, MN 55437

City State Zip

763-302-7159 / 763-302-7200

Phone Fax



WATER ENVIRONMENT SERVICES  
PUBLIC IMPROVEMENT CONTRACT

**PAYMENT BOND**

Bond No.: 30124662/190047113

Solicitation: #2021-05

Project Name: Collection System Rehab Project

Continental Casualty

Company \_\_\_\_\_ (Surety #1)

Bond Amount No. 1: \$ 475,976.20

Liberty Mutual\*\* (Surety #2)\*

Bond Amount No. 2:\* \$ 203,989.80

\* *If using multiple sureties*

Total Penal Sum of Bond: \$ 679,966.00

\*\*Insurance Company

We, Michels Corporation, 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 Water Environment Services (“District”), the sum of (Total Penal Sum of Bond) Six Hundred Seventy Nine Thousand Nine Hundred Sixty Six & 00/100 (\$679,966.00) (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 the District, along with the plans, specifications, terms and conditions of which are contained in above-referenced Project Contract Documents; 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 the District and Clackamas County and their 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 the District on account of any labor or materials furnished; and shall do all things required of

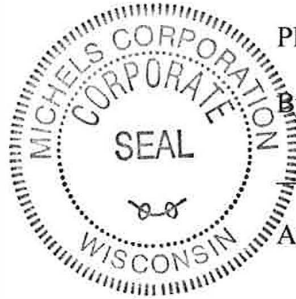


the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.  
Nonpayment of the bond premium will not invalidate this bond nor shall the District be obligated for the payment of any premiums.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.



PRINCIPAL: Michels Corporation

By: [Signature]  
Signature

Western Regional Manager  
Official Capacity

Attest: [Signature], ASST SEC  
Corporation Secretary

Continental Casualty Company &  
SURETY: Liberty Mutual Insurance Company  
*[Add signatures for each if using multiple bonds]*

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

Heather R. Goedel  
Name

[Signature]  
Signature

8400 Normandale Lake Blvd., Suite 1700  
Address

Bloomington, MN 55437  
City State Zip

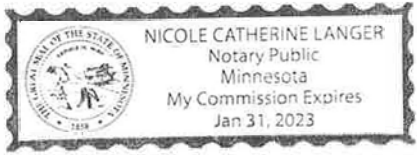
763-302-7159 / 763-302-7200  
Phone Fax

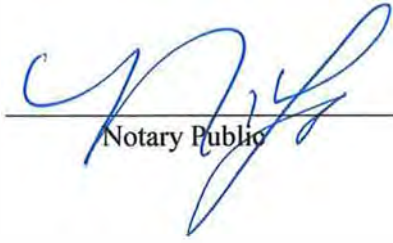
# Surety Acknowledgment

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State of Minnesota }  
County of Hennepin } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came Heather R. Goedel, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Continental Casualty Company & Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.



  
\_\_\_\_\_  
Notary Public

**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Laurie Pflug, Brian D. Carpenter, Jessica Hoff, Nicole Langer, Craig Olmstead, Trisha Kasper, Blake S. Bohlig, Heather R. Goedtel, Kelly Nicole Enghauser, Michelle Halter, Individually**

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

**- In Unlimited Amounts -**

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 2nd day of December, 2019.

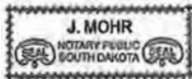


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of December, 2019, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

*J. Mohr*  
J. Mohr Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this \_\_\_\_\_ day of \_\_\_\_\_.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D. Johnson*  
D. Johnson Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Brufat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Brufat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Brufat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8202635-190003

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig, Brian D. Carpenter, Kelly Nicole Enghausser, Heather R. Goedel, Michelle Halter, Jessica Hoff, Nicole Langer, Craig Olmstead, Laurie Pflug

all of the city of Bloomington state of Minnesota each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of November, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: [Signature]  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 21st day of November, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: [Signature]  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS: Section 12. Power of Attorney.**

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.**

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



By: [Signature]  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**CONSENT RESOLUTION OF  
THE BOARD OF DIRECTORS OF  
MICHELS CORPORATION**

**JANUARY 4, 2021**

The undersigned, being the Board of Directors of MICHELS CORPORATION, a Wisconsin corporation, pursuant to Section 180.0821 of the Wisconsin Statutes, do hereby consent to the following acts taken without a meeting:

RESOLVED: that the following employees of Michels Pipe Services, a division of Michels Corporation, shall have the authority to legally negotiate and execute bonds, bid documents, contracts and agreements on behalf of Corporation for the fiscal year ending December 31, 2021, or until their respective successors have been elected and qualified:

Vice President	Patrick Herzog
General Manager	Lee Zubrod
Senior Manager – Midwest South	Mike Figlio
Senior Manager – Midwest North	Marc Holsen
Business Administration Manager	Genette Zubrod
Contract Manager – Western Region	David R. Phelps
Assistant Secretary	David R. Phelps

RESOLVED: that the following employees of Michels Pipe Services, a Division of Michels Corporation, shall have specific and limited authority to sign pay requests, associated lien waivers, and attest to official documentation on behalf of Corporation for the fiscal year ending December 31, 2021, or until their respective successors have been elected and qualified:

Project Manager	Gina Gritzenbach
Business Administration Specialist	Nicholas Frank
Contracts & Administration Coordinator	Michelle Nieves
Contracts & Administration Coordinator	Kathy Dobbert
Administrative Assistant	Angela Moser
Administrative Assistant	Tanya Johnson

RESOLVED: Scott Odell, West Regional Manager, shall have the authority to legally negotiate and execute bonds, bid documents, contracts and agreements. Mr. Odell shall also have the authority to execute all work orders issued to Michels Pipe Services on existing Hawaii contracts.

RESOLVED: David Ebner, Assistant Secretary and East Regional Manager, Michels Pipe Services, shall have the authority to legally negotiate and execute bonds, bid documents, contracts and agreements.

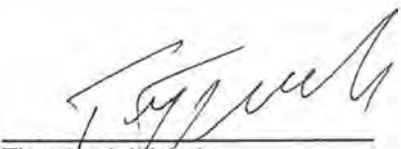
RESOLVED: Paul Mallory, Program Manager Large Projects and Geopolymer, Michels Pipe Services shall have limited authority to legally negotiate and execute bonds, bid documents, contracts and agreements up to \$3 Million.

RESOLVED: Patrick Hale, Assistant Secretary and Senior Manager, Michels Pipe Services shall have limited authority to execute subcontracts of \$500,000 or less, both when Michels subcontracts work and when Michels is a subcontractor. Mr. Hale shall have specific and limited authority to sign pay requests, associated lien waivers and attest to official documentation.

Dated this 4th day of January 2021.

DIRECTORS:

  
Patrick D. Michels

  
Timothy J. Michels

  
Kevin P. Michels



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

PROJECT: #2021-05 Collection System Rehab Project

**Project Scope:**

Water Environment Services (“WES”) operates and maintains over 350 miles of pipes and 8800 sewer manholes. Like all structures, pipes and manholes deteriorate as they age and develop a variety of defects that need to be corrected to ensure long-term functionality. WES has an annual budget allotted to perform routine maintenance and repair work on such defects in an effort to minimize emergency repair work or catastrophic failures.

This project includes installation of approximately 4,400 lineal feet of 8” and 640 lineal feet of 12” Cured in Place Pipe (“CIPP”), as well as, lateral reconnection, lateral sealing, 2 point repairs, 5 manhole replacements, 1 new manhole installation, and manhole rehabilitation with epoxy coating and injection grouting. It is assumed that at least two of the work sites will require night work (drawing C1 on Hwy 212 in Boring and drawing C48 on HWY 26 near Rhododendron).

The project sites span WES’ entire collection system and include work in Oregon City, Milwaukie, Happy Valley, Boring, Welches and other parts of Clackamas County. The work environments include but are not limited to; state highways, arterial roads, neighborhood streets, landscaped area and unimproved natural areas. Due to the variety in types of repairs, work will need to encompass both the dry and rainy seasons.

**Engineers Estimate:** \$700,000

**Key Dates:**

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

Substantial Completion: 210 days from issuance of NTP

Final Completion: 240 days from issuance of NTP

Time is of the essence for this Project. Note the Liquidated Damages requirements as described in the Supplemental General Conditions.

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

- Project Specifications- Collection System Rehab Project
- Site Specific Safety Plan Certification
- Draft Utility Permits
- Manhole/Pipeline Testing Forms
- Construction Drawings (Plans) -80 Pages



INVITATION TO BID #2021-05  
Collection System Rehab Project  
ADDENDUM NUMBER #1  
March 3, 2021

On February 4, 2021, Clackamas County (“County”) published Invitation to Bid #2021-05 (“BID”). The County has found that it is in its interest to amend the BID through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

1. **Remove and replace the bid schedule with the attached bid schedule titled BID #2021-05 Addendum #1, Collection System Rehab Project.**
2. **The Bid Closing date is hereby changed from March 4, 2021 at 2:00PM to March 18, 2021 at 2:00PM.**

Attachments:

- Bid Schedule titled Bid #2021-05 Addendum #1, Collection System Rehab Project

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End of Addendum #1

**Bid Schedule**

**BID#2021-05 Addendum #1,  
Collection System Rehab Project**

BID#2021-05

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1		
2	Traffic Control	LS	1		
3	Erosion Control	LS	1		
4	By-Pass Pumping	EA	22		
5	Replace Manhole	EA	5		
6	Install New Manhole	EA	1		
7	Grout Manhole	VF	480		
8	Epoxy Manhole	VF	130		
9	Reset Manhole Grade Rings, Frame and Cover	EA	1		
10	CIPP Liner, 8-inch	LF	4,400		
12	Lateral Reinstatement	EA	46		
13	Lateral Connection Sealing	EA	48		
14	Post-Installation Video	LF	5,040		
15	Point Repair	EA	3		
16	Pavement Restoration	TONS	110		

**TOTAL CONSTRUCTION COST IN \$** \_\_\_\_\_

**TOTAL PROJECT CONSTRUCTION COST WRITTEN:**

Company Name \_\_\_\_\_



INVITATION TO BID #2021-05  
Collection System Rehab Project  
ADDENDUM NUMBER #2  
March 10, 2021

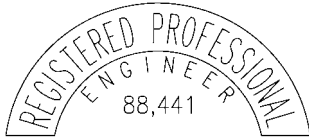
On February 4, 2021, Clackamas County (“County”) published Invitation to Bid #2021-05 (“BID”) and on March 3, 2021 published Addendum #1. The County has found that it is in its interest to amend the BID through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

1. **The following changes are made to the Notice of Public Improvements Contract Opportunity:**
  - Contact Information. After the first sentence, **ADD “All Technical Questions are due by March 15<sup>th</sup>, 2021, 6AM, Pacific time.”**
  
2. **The following changes are made to the Project Information, Plans, Specifications and Drawings:**
  - Project Scope, Paragraph 2, First Sentence:
    - 1) **DELETE “and 640 lineal feet of 12”**”.
    - 2) **REPLACE “2 point repairs” with “3 point repairs”**
  
3. **The following changes are made to the Specifications Section 01010: Summary of Work:**
  - Summary, paragraph 1.01.A:
    - 1) **DELETE “and 640 lf of 12”**”.
    - 2) **REPLACE “2 point repairs” with “3 point repairs”**.
  - Work of This Contract , paragraph 1.02.A.1. **REMOVE “and 640 lf of 12”**”.
  - Work of This Contract , paragraph 1.02.A.3. **REPLACE “2 point repairs” with “3 point repairs”**.
  
4. **The following changes are made to Specifications Section 01025: Measurement and Payment:**
  - Proposal Item Measurement and Payment, paragraph 1.02.I. **REMOVE “and 12 inch”**

**19/20 COLLECTION SYSTEM REHAB PROJECT**

**CERTIFICATE OF ENGINEER**

Water Environment Services  
Jessica D. Rinner



Expires 12/31/2022

I certify the Specifications Sections listed below are applicable to the design for the subject project and were prepared by me or under my supervision.

01010, 01025, 01040, 01060, 01300, 01310, 01500,  
01530, 01560, 01570, 02315, 02500, 02530, 02609, 02730,  
02775, 09600



## SECTION 00010

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## SECTION 01010

### SUMMARY OF WORK

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. This contract consists of installation of approximately 4,400 lf of 8” and 640 lf of 12” Cured in Place Pipe (CIPP), as well as, lateral reconnection, lateral sealing, 2 point repairs, 5 manhole replacements, 1 new manhole installation, and manhole rehab with epoxy coating and injection grouting.
- B. The accomplishment of all of the above work, if awarded, shall meet the scheduled sequence, milestones, limitations and the final completion dates specified.

##### 1.02 WORK OF THIS CONTRACT

- A. The work generally consists of furnishing and installing the following:
  - 1. 4,400 lf of 8” and 640 lf of 12” CIPP
  - 2. 1 new and replacing 5 48- inch standard precast manhole
  - 3. 2 point repairs on 8” sewer main
  - 4. Manhole rehabilitation with injection grouting and epoxy coating
  - 5. Erosion and Sedimentation Control
  - 6. Traffic control
  - 7. All other ancillary work necessary to complete the sanitary sewer and comply with all easement and permit conditions.
- B. Contractor Duties
  - 1. Provide and pay for labor, materials, tools, equipment, superintendence, temporary facilities and services necessary for proper execution and completion of Work.
  - 2. Maintain ready access for business adjacent to the Work.
  - 3. Comply with ordinances and regulation of public authorities having jurisdiction, including, but not limited to following:
    - a. Clackamas County
    - b. City of Happy Valley
    - c. City of Oregon City
    - d. City of Milwaukie
    - e. State of Oregon Department of Environmental Quality
    - f. State of Oregon Department of Transportation

### 1.03 EXISTING UTILITIES

- A. In general, the locations of existing major utilities, whether aboveground or underground, are indicated on the Drawings. This information has been obtained from utility maps and field surveys. Owner does not guarantee the accuracy or completeness of this information, and it is to be understood that other aboveground or underground facilities not shown on the Drawings may be encountered during the course of the work. In any case, most minor lines such as individual services for water, gas and sprinkler irrigation lines are not indicated.
- B. Existing utilities, whether shown on the Drawings or not, shall be maintained, relocated, rerouted, removed and restored as may be necessary by the Contractor in a manner satisfactory to owners and operators of the utilities and to Owner in accordance with the provisions and to the satisfaction of the affected utility or local agency.

### 1.05 SURVEY INFORMATION

- A. Contractor will be responsible for staking all manhole locations, pipeline alignment with cut and fill to invert.

### 1.06 SPECIFICATION LANGUAGE

- A. Portions of the Specifications are written in imperative and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words “shall be” shall be included by inference where a colon (:) is used within sentences or phrases. Example: Aggregate: ASTM C33.

Where the Bidding Documents define methods, materials, or equipment by specifying a trade name, manufacturer and model or catalog number, the intent is not to limit competition but to establish a standard of quality, features, workmanship, reliability, serviceability, compatibility, performance, etc. Unless the specification description expressly states that no substitutions or “equals” will be allowed, the words “or equal” shall be deemed inserted in each such instance.

END OF SECTION

## SECTION 01025

### MEASUREMENT AND PAYMENT

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

- A. Measurement is described under each proposal item in Paragraph 01025-1.02.
- B. Payment for the various items on the Proposal, as further specified herein, shall be based on measurements of completed work in accordance with United States Standard Measures and shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto and including all costs of compliance with the regulations of public agencies having jurisdiction, including safety and health requirements of the Occupational Safety and Health Act of the U.S. Department of Labor (OSHA) and Oregon State Department of Labor and Industries, also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the final acceptance by the Owner. No separate payment will be made for any item that is not specifically set forth in the Proposal Schedule, and all costs therefor shall be included in the prices named in the Proposal Schedule for the various appurtenant items of work. ***Note that all work shall be completed within the project limits during varying times including either 7 am to 7 pm or 10 pm to 7 am depending upon specific locations. Refer to Section 01570, Paragraph 1.06.B for more detailed information.***
- C. Quantities listed in the Proposal do not govern final payment. Payments to the Contractor will be made only for actual quantities of Contract items performed in accordance with terms of the Contract and for items of work actually performed under Change Orders.
- D. Indirect costs, such as supervision and overheads, profit, the general conditions specified in the Contract, all shall be allocated to each proposal item as applicable for work defined in the proposal item. No separate payment will be made to the Contractor for these items.

##### 1.02 PROPOSAL ITEM MEASUREMENT AND PAYMENT

- A. Mobilization: Payment for Mobilization will be made on a lump sum basis. The amount to be allowed for Mobilization in the partial payment to be made under the Contract will be as follows:
  - 1. When 5% of the total original contract amount is earned from other proposal items, not including advances on materials, 50% of the amount bid for Mobilization, or 2.5% of the original contract amount, whichever is the least, less normal retainage, will be paid.
  - 2. When 10% of the total original contract amount is earned from other proposal items, not including advances on materials, 100% of the amount bid for mobilization, or 5% of the original contract amount, whichever is the least, less normal retainage, will be paid.

3. Upon completion of all work on the project, payment of any amount bid for Mobilization in excess of 5% of the total original contract amount will be paid.
  4. The above schedule of progress payments for Mobilization shall not limit or preclude progress payments otherwise provided by the Contract.
- B. Traffic Control: Measurement and payment for traffic control shall be made on a lump sum basis. The lump sum price shall include all costs for materials, equipment and labor for: furnishing, erecting and maintaining temporary barricades, signs and other traffic control devices; detours, and other safeguards necessary for orderly flow of traffic; preparing and updating the Traffic Control Plan for approval by the Owner; notification schedules and notifying property owners and businesses at least 7 days in advance of beginning work; and providing all flagging identified in the approved Traffic Control Plan.
- C. By-pass Pumping: Measurement and payment for sanitary sewer bypass pumping shall be made on a per each basis. The per each price shall include all costs for materials, equipment and labor to provide the appropriately sized flow diversion and piping during all elements of construction for CIPP installation, point repairs and manhole improvements.
- D. Replace Manhole: Measurement and payment for replacing manholes shall be made on a per each basis. The per each price shall include all costs for materials, equipment and labor to remove the existing manhole and install a new manhole. This will include, but is not limited to, the disposal of the existing manhole, the new manhole, pipe connections, excavation, backfill, compaction and testing. If pavement restoration is required, pavement will be paid for as a separate item.
- E. Install New Manhole: Measurement and payment for installing a new manholes shall be made on a per each basis. The per each price shall include all costs for materials, equipment and labor to install a new manhole. This will include, but is not limited to, the new manhole, pipe connections, excavation, backfill, compaction and testing. If pavement restoration is required, pavement will be paid for as a separate item.
- F. Grout Manhole: Measurement and payment for grouting manholes shall be made on a vertical foot basis as measured from the invert of the manhole to the rim of the manhole and rounded to the nearest ½ foot measurement. The vertical foot price shall include all costs for materials, equipment and labor to grout the manhole.
- G. Epoxy Manhole: Measurement and payment for epoxy coating of manholes shall be made on a vertical foot basis as measured from the invert of the manhole to the rim of the manhole and rounded to the nearest ½ foot measurement. The vertical foot price shall include all costs for materials, equipment and labor to epoxy coat the manhole interior.
- H. Reset Manhole Grade Rings, Frame, and Cover: Measurement and payment for resetting manhole grade rings, frame, and cover shall be made on a per each basis. The per each price shall include all costs for materials, equipment and labor to reset the manhole grade rings, frame, and cover. If pavement restoration is required, pavement will be paid for as a separate item.
- I. CIPP Liner, 8-inch and 12-inch: Measurement shall be per linear foot of main line rehabilitation as measured from center of manhole to center of manhole (or end cap). Payment shall include complete compensation for all work, labor, materials, equipment

and incidentals necessary to provide CIPP in place and approved for use. This will include, but is not limited to pre-installation video inspection, cleaning, injection grouting of active infiltration, cutting of protruding taps, or root removal necessary to install the liner. No separate or additional payment will be made for additional testing, cleaning and video inspection required as a result of correction of unsatisfactory work. Internal reinstatement of laterals and lateral sealing of existing active service laterals agreed to be connected are paid under a separate bid item. Point repairs to clear the line of obstructions or collapsed pipe that prevent liner installation which require open cut excavation and replacement of the existing short section are not considered part of this bid item and shall be paid under a separate item.

- J. Lateral Reinstatement: Measurement shall be on a per each basis for each lateral that is internally reconnected. Payment shall include full compensation for providing all labor, materials, equipment, tools and incidentals for all aspects of cutting the hole to the specified diameter.
- K. Lateral Connection Sealing: Measurement shall be on a per each basis for each lateral connection injected with a chemical grout to seal the interface between lateral and the sewer pipe. This will also include grouting any visible defects to the satisfaction of Engineer from the mainline connection extending approximately two feet up the lateral. Payment shall include full compensation for providing all labor materials, equipment, tools and incidentals for all aspects of packer injection grouting to form a watertight seal between the CIPP liner and the host pipe along with approximately two feet of the lateral to seal defects with a non-shrink, watertight chemical grout compatible with the liner system. Additional efforts include pressure testing of each connection and removal of all residual grout from the sewer main and lateral as approved by the Engineer to prevent blockage of sewage flow.
- L. Post-installation Video Inspection: Measurement for post-installation video inspection will be measured on the length basis to the nearest foot. The length will be measured, with no deduction for structures or fittings, along the pipe flow line from center of manholes or the ends of pipe. Payment shall include compensation for all labor, materials, equipment and incidentals necessary to complete the work as specified. Provide Owner with a copy of the video inspection.
- M. Point Repair: Measurement and payment for point repairs shall be made on a per each basis. The per each price shall include all costs for materials, equipment and labor to do a 3' point repair on the sewer pipe. This will include, but is not limited to, the pipe, fittings, excavation, dewatering, backfill, compaction and testing. If pavement restoration is required, pavement will be paid for as a separate item.
- N. Pavement Restoration: Measurement and payment for pavement restoration shall be made on a per ton basis. The per ton price shall include all costs for materials, equipment and labor to do the required pavement restoration.

END OF SECTION

## SECTION 01040

### COORDINATION AND PROJECT REQUIREMENTS

#### PART 1 GENERAL

##### 1.01 PROJECT COORDINATION

- A. Coordinate scheduling, submittals and work of various Sections of the Specifications and subcontractors to assure efficient and orderly sequence of interdependent construction.

##### 1.02 UNDERGROUND UTILITIES, CONDUITS, OR PROCESS PIPING

- A. Obtain best available current information on location, identification and marking of existing utilities, piping and conduits and other underground facilities before beginning any excavation. Contact Oregon Utility Notification center at 503-246-6699 for information at least 48 hours in advance of beginning work. Give Engineer 48 hours notice before beginning work.
- B. The location of existing utilities and underground facilities known to the Engineer are shown in their approximate location based on information available at the time of preparing the Drawings. The actual location, size type and number of utilities and underground facilities may differ from that shown and utilities or underground facilities may be present that are not shown.
- C. Use extreme care when excavating or working in areas that may contain existing utilities, process piping, conduits or other underground facilities. Use careful potholing, hand digging and probing to determine the exact location of underground installation. Some locations contain multiple pipes or conduits. Prior to performing any subsurface work, investigate, determine and prepare a plan to turn off or disconnect each utility believed to be within 100 feet of the subsurface work in the event of an accidental breach of a utility conduit.
- D. Where connections to existing utilities or other underground facilities is required or where new piping or conduits may cross or interfere with existing utilities or underground facilities carefully excavate and uncover existing installations to a point 1 foot below the pipe or conduit to determine the actual elevation and alignment. Call the Engineer's attention to differing existing conditions that may require a clarification or change.

##### 1.03 PRECONSTRUCTION MEETINGS

- A. Prior to beginning the Work, the Contractor and its key personnel and Subcontractors including the Contractor's Superintendent and Project Manager shall attend a meeting with the Owner and the Engineer to discuss the following:
  - 1. Name, Authority, and Responsibilities of Parties Involved
  - 2. Project Procedures:
    - a. Progress meetings
    - b. Correspondence

- c. Notification
  - d. Submittal of Shop Drawings
  - e. Requests for Information
  - f. Response to Requests for Information
  - g. Work Directive Change
  - h. Contractor Reporting requirements
  - i. Change Orders
- 3. Temporary Schedule and Contractor's Construction Schedule
  - 4. Temporary Facilities and Control
  - 5. Testing During Construction
  - 6. Contractors Coordination
  - 7. Maintenance of Record Drawings
  - 8. Punch Lists and Project Closeout Procedures
  - 9. Final Deliverables including Record Drawings

#### 1.04 PROGRESS MEETINGS

- A. Contractor's Superintendent and Project Manager shall attend weekly meetings, held on site to discuss plans for the following week and to evaluate project progress. Items to be discussed shall include a review of critical items/action list, review work progress, review of submittal status, delivery dates, coordination problems, and any items of concern.

#### 1.05 MATERIALS

- A. General:
  - 1. Verify that products delivered meet requirements of Contract Documents and the requirements of Favorably Reviewed submittals.
- B. Transportation and Handling:
  - 1. Transport and handle products in accordance with manufacturer's instructions.
  - 2. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
  - 3. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

C. Storage and Protection:

1. Store and protect products in accordance with manufacturer's instructions. Seals and labels shall be intact and legible.
2. Provide offsite storage and protection including insurance coverage when site does not permit onsite storage or protection.
3. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

1.06 SAFETY

- A. In accordance with generally accepted construction practice, applicable law and the General Conditions, the Contractor shall be solely and exclusively responsible for:
1. Construction means and methods.
  2. Safety of employees engaged in the work while on and off the site.
  3. Safety of the Owner, the Engineer, the Design Engineer, and others who may visit or be affected by the work.
  4. Safety of the work itself including material and equipment to be incorporated therein.
  5. Safety of other property at the site or adjacent thereto.
  6. Safety programs, equipment and protective devices required to assure the safety of persons and property for whom/which the Contractor is responsible.
- B. The duties of the Engineer in conducting review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding or safety measures in, on, or near the construction site.
- C. The Contractor is hereby informed that work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as required to prevent injury to personnel and damage to property, and to comply with all applicable laws and regulations including State OSHA, Federal OSHA, and other regulations referenced in these Contract Documents.
- D. The Contractor shall, at all times, maintain the job in a condition that is safe for the Owner, the Engineer and their Consultants to make site visits and to conduct construction reviews. If the Owner or the Engineer cannot allow personnel to visit the job because it is not safe, the Contractor is not providing required safe access to the Work as required by General Conditions.
- E. The Contractor shall prepare a Safety Plan meeting the requirements of applicable regulations. As a minimum, the Contractors Safety Plan shall set forth definite procedures for informing workers about safety, for instructing workers in safe practices,



for assuring that workers are using appropriate safety equipment and safe work practices and for reporting accidents.

- F. The Contractor shall submit a completed Site Specific Safety Plan Certification Form (Appendix A).

#### 1.07 CONTRACTOR'S QUALITY CONTROL

- A. The Contractor shall be fully responsible for inspecting the work of its suppliers and Subcontractors to assure that the work when completed will comply with the standards for materials and workmanship required by the Contract Documents.
- B. Inspections, periodic observations and testing performed by the Owner or the Engineer are for the Owner's benefit and information only and shall not be construed as partial or incremental acceptance of the work and shall not be deemed to establish any duty on the part of the Owner or the Engineer to the Contractor, its subcontractors or suppliers.
- C. The Contractor shall:
  - 1. Monitor quality control over suppliers, manufacturer, products, services, site conditions, and workmanship, to produce work of specified quality.
  - 2. Comply fully with manufacturer's installation instructions, including performing each step in sequence as recommended by the manufacturer.
  - 3. Submit a Request for Information to Engineer before proceeding with work when manufacturers' instructions or reference standards conflict with Contract Documents.
  - 4. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
  - 5. Perform work by persons specializing in the specific trade and class of work required and qualified to produce workmanship of specified quality.
- D. The Contractor shall provide assistance required by the Engineer to adequately inspect the Work including ladders, scaffolding, shoring, lighting, ventilation and other aids to facilitate access and provide a safe working environment.

#### 1.08 TESTING LABORATORY SERVICES AND CERTIFIED LABORATORY REPORTS

- A. Provide certified testing service in accordance with specific requirements contained in each technical specification section. Submit Certified Laboratory Reports required by technical specification sections as soon as they are available.
- B. District retains authority to identify location where required onsite testing is to take place. Any failing tests will require two additional tests to have passing results, after corrective actions have taken place and at retesting locations as identified by District, at no additional cost to the Owner.

END OF SECTION

## SECTION 01060

### PERMITS AND EASEMENTS

#### PART 1 GENERAL

##### 1.01 PERMITS

- A. Owner has obtained Utility Permit for Clackamas County, Oregon Department of Transportation (ODOT), and City of Happy Valley, copies of which are found in Appendix B. Contractor shall sign and meet all of the conditions set forth in the permit.

##### 1.02 RESTORATION OF PROPERTY/MISCELLANEOUS

- A. Comply with property restriction and restoration requirements contained in all permits. It is expected that additional items requiring protection and/or replacement will be encountered as a general construction practice and the Contractor shall assume responsibility thereof at no additional cost.

END OF SECTION

## SECTION 01300

### SUBMITTALS PROCEDURE

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

- A. This Section specifies procedures for Contractor submittals. Where required by the Specifications, submit descriptive information that will enable the Engineer to assess whether the Contractor's proposed materials, equipment or methods of work are in general conformance to the design concept and in compliance with the Drawings and Specifications. The information to be submitted shall consist of drawings, specifications, descriptive data, certificates, samples, test results and such other information, all as specifically required in the Specifications.

#### PART 2 PRODUCTS

##### 2.01 CONTRACTOR RESPONSIBILITIES

- A. Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall ensure that the material, equipment or method of work shall be as described in the submittal. Verify that the material and equipment described in each submittal conforms to the requirements of the Specifications and Drawings prior to transmittal to the Engineer. Ensure that there is no conflict with other submittals and notify the Engineer in each case where such submittal may affect the work of another contractor or Owner.
- B. If the Contractor's review determines that the information shows deviations from the Specifications or Drawings, submit items that will conform or request consideration of a substitution.

#### PART 3 EXECUTION

##### 3.01 TRANSMITTAL PROCEDURE

- A. General:
  - 1. Submittals regarding material and equipment shall be accompanied by Submittal/Transmittal Form. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections for which the submittal is required. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.
  - 2. A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXX"; where "XXX" is the sequential number assigned by the Contractor. Resubmittals shall have the following format: "XXX-Y"; where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for resubmittals, i.e., A, B or C being the 1st, 2nd and 3rd resubmittals,

respectively. Submittal 25B, for example, is the second resubmittal of Submittal 25.

- B. Deviation from Contract: Submit a request for substitution for deviations from the Specifications or Drawings. Include the reason for the deviation and cost differential for the deviation. Deviations from the Contract shall be authorized by Owner's written approval only.
- C. Submittal Completeness: Submittals which do not have all the information required to be submitted are not acceptable and will be returned without review.
- D. Submit to the Engineer the following items for review:
  - 1. Construction Schedule
  - 2. List of employees to be contacted in an emergency with their home phone numbers and cell numbers ( available 24 hrs/day)
  - 3. List of subcontractors that will work on the project
  - 4. Erosion control plan
  - 5. Site Specific Safety Plan Certification
  - 6. Sanitary Sewer Bypass Plan
  - 7. CIPP Material
  - 8. Traffic Control Plans
  - 9. Final Utility Permits
  - 10. Shoring Plan
  - 11. Imported granular materials: supplier and location of pit, gradation
  - 12. Manholes and connections to pipe
  - 13. Castings
  - 14. Manhole steps
  - 15. PVC pipe and PVC fittings: Manufacturer and certificates of compliance

The Engineer reserves the right to ask for additional SUBMITTALS that are not included on the above list. Review by the Engineer shall not relieve the Contractor from responsibility for error of omission. Obtain the Engineer's approval prior to beginning any fabrication or other work. No deviation from the reviewed drawings shall be allowed without written approval from the Owner or Engineer.

### 3.02 REVIEW PROCEDURE

- A. For each required submittal, submit two (2) copies of all the submitted information. One (1) will be returned to the contractor. Individual sheets shall not exceed 11 inches x 17 inches.
- B. Unless otherwise specified, within 14 days after receipt of the submittal/resubmittal, the Engineer will review and return it to the Contractor. The returned material will consist of one (1) marked-up copy of the submittal. The returned submittal will indicate one of the following actions:
  - 1. If the review indicates that the material, equipment or work method is in general conformance with the Contract Drawings/Specifications, the submittal copies shall be marked "Approved." In this event, the Contractor may begin to incorporate the material/equipment/work method covered in the submittal.
  - 2. If the review indicates that the submittal is insufficient or that limited corrections are required, the submittal copies may be marked "Approved as Noted." The Contractor may begin to implement the work method or incorporate materials/comments covered in the submittal in accordance with the corrections/comments noted.
  - 3. If the review reveals the submittal is insufficient or contains incorrect data and the comments require revision and resubmittal, the submittal copies shall be marked "Not Approved, Resubmit." In this case, the Contractor shall not then undertake work covered by this submittal until the submittal has been revised, resubmitted and returned to the Contractor with a marking of "Approved" or "Approved as Noted."
  - 4. If the review indicates that the submittal is incomplete or that additional information is required, the submittal copies may be marked "Submit Specified Item". In this case the Contractor shall not undertake work covered by this item until the submittal has been revised resubmitted and returned to the Contractor with a marking of "Approved" or "Approved as Noted."
  - 5. If the review reveals the material, equipment, or work does not require submittal, then the submitted copies shall be marked "Review Not Required Per Contract Documents." In this event, the Contractors may begin to incorporate the material/equipment/work covered by the submittal and no further action is required.

### 3.03 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS

- A. Review of drawings, methods of work or information regarding materials or equipment the Contractor proposes to provide shall not relieve the Contractor of his responsibility for errors therein, nor shall it be regarded as an assumption of risks or liability by the Engineer on behalf of Owner, or by any officer or employee of Owner. The Contractor shall have no claim under the Contract on account of the failure, or partial failure, of the method of work, material or equipment so reviewed. A mark of "Approved" or "Approved as Noted" shall mean the Owner has no objection to the Contractor, upon the Contractor's own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

END OF SECTION

## SECTION 01310

### CONSTRUCTION SCHEDULE

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

- A. This Section specifies requirements and procedures for the Contractor in preparing a construction schedule. The purpose of the schedule shall be to ensure adequate planning of the work by the Contractor, to establish the standard against which satisfactory completion of the project shall be judged, to assist the Engineer in monitoring progress, and to assess a change proposal's impact on the construction schedule.

##### 1.02 SUBMITTALS

- A. Before starting work, the Contractor shall submit to the Engineer an overall contract construction schedule showing the proposed order of work and indicate the time required for completion of the major items and sub-items of work. The schedule shall also show the critical path to accomplish all of the work. The format for the schedule shall be as a minimum a Gantt Chart format showing start and completion dates for the various work activities.

#### PART 2 PRODUCTS

##### 2.01 CONSTRUCTION SCHEDULES

- A. Gantt Chart, Bar Chart, or equivalent as approved by the Engineer.

#### PART 3 EXECUTION

##### 3.01 SUBMISSION AND APPROVAL

- A. The schedule shall be realistic and definitive as to the amount of work which is to be accomplished within the time indicated and shall be updated monthly to reflect actual work progress. The schedule shall breakdown the project into activities corresponding to the plan sheets and will include major tasks to complete all phases of work. It will be used as an indication of the sequence of the major construction operations and as a check on the progress of the work and may, at the sole discretion of the Engineer, be employed by the Engineer in determining delays and time extensions.
- B. If the Contractor wishes to make changes in the construction schedule, then to the maximum extent possible provide two (2) weeks notice to the Engineer, or secure the approval of the Engineer prior to performing such changes. Such schedule changes shall be strictly in accordance with the other requirements of this specification, and shall show the interrelationship between the original schedule and the proposed changes to the schedule.
- C. The Engineer's review of the original schedule shall not constitute a warranty or representation by the Owner that the Contractor can perform the work according to such schedule.

- D. Submission of a full updated schedule may not be required with each monthly progress payment invoice, if the two week look ahead schedule has been kept up to date to the satisfaction of the Engineer.

END OF SECTION



## SECTION 01500

### TEMPORARY CONSTRUCTION FACILITIES

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

- A. This section specifies the furnishing, maintaining, and removing of construction facilities and temporary controls, including temporary utilities, construction aids, barriers and enclosures, security and removal after construction.

##### 1.02 TEMPORARY UTILITIES

- A. Temporary sanitary facilities:
  - 1. Provide suitable and adequate sanitary facilities that are in compliance with applicable Laws and Regulations.
  - 2. At completion of the Work, remove sanitary facilities and leave site in neat and sanitary condition.

##### 1.03 CONSTRUCTION AIDS

- A. Provide railings, kick plates, enclosures, safety devices, and controls required by Laws and Regulations and as required for adequate protection of life and property.
- B. Accident prevention:
  - 1. Exercise precautions throughout construction for protection of persons and property.
  - 2. Observe safety provisions of applicable Laws and Regulations.
  - 3. Guard machinery and equipment, and eliminate other hazards.
  - 4. Make reports required by authorities having jurisdiction, and permit safety inspections of the Work.
  - 5. Before commencing construction work, take necessary action to comply with provisions for safety and accident prevention.
- C. Warning devices and barricades: Adequately identify and guard hazardous areas and conditions by visual warning devices and, where necessary, physical barriers:
  - 1. Devices shall conform to minimum requirements of OSHA and State agencies which administers OSHA regulations where Project is located.

1.04 TEMPORARY CONTROLS

A. Noise control:

1. In inhabited areas, particularly residential, perform operations in manner to minimize noise.

END OF SECTION

## SECTION 01530

### PROTECTION AND MAINTENANCE OF WORK AND PROPERTY

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

- A. This section specifies the protection and maintenance of work and property as they are affected by the work.

##### 1.02 PUBLIC AND PRIVATE PROPERTY

- A. Protect all public and private property, insofar as it may be endangered by Contractors' operations and take every reasonable precaution to avoid damage to such property.
- B. Restore and bear the cost of any public or private improvement facility, structure or land and landscaping within the Right-of-Way or Easement which is damaged or injured directly or indirectly by or on account of an act, omission, or neglect in the execution of the Work. Restore to a condition substantially equivalent to that existing before such damage or injury occurred, by repairing, rebuilding, or otherwise affecting restoration thereof, or if this is not feasible, make a suitable settlement with the owner of the damaged property.
- C. Give reasonable notice to occupants of buildings on property adjacent to the Work to permit the occupants to remove vehicles, trailers and other possessions as well as salvage or relocate plants, trees, fences, sprinkler systems, or other improvements in the Right-of-Way or easements which are designated for removal or which might be destroyed or damaged by work operations.

##### 1.03 LOCATION OF EXISTING FACILITIES

- A. Pothole existing utilities well ahead of pipeline construction to verify locations, so as not to affect pipeline installation.
- B. In general, the locations of existing major utilities are indicated on the Drawings. This information has been obtained from utility maps and field surveys. Owner does not guarantee the accuracy or completeness of this information, and *it is to be understood that other aboveground or underground utilities not shown on the Drawings may be encountered during the course of the work.*
- C. Use a pipe locator and/or hand excavation to determine the exact location of underground facilities in the interest of avoiding unnecessary damage, maintenance costs, and to ensure continuity of customer service.
- D. Contact all utility companies and departments having underground facilities within the construction area and request they locate and mark their utilities. In addition, verify the location of all buried utilities in the construction area 48 hours before contractor digs by calling the one-call locator service at 1-800-332-2344. The contractor shall comply with Oregon "locate law" ORS 757.541 to ORS 757.571.

1.04 UNDERGROUND UTILITIES WITHIN PRIVATE PROPERTY/EASEMENTS

- A. Additional underground utilities which include private irrigation systems may be present within the easements. Owner does not guarantee the accuracy or completeness of this information and it is understood that other underground utilities not shown on the Drawings or described in the Specifications may be encountered during the course of the work. Repair and replacement of the utilities shall be incidental to the work and no further payments will be provided.

END OF SECTION

## SECTION 01560

### ENVIRONMENTAL CONTROLS

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

- A. This section specifies environmental mitigation and temporary environmental controls required to be maintained during construction. Nothing in this section shall relieve any person from the obligation to comply with the regulations or permits of any federal, state, or local authority.

##### 1.02 SUBMITTALS

- A. Erosion Control Plan: Develop and maintain for the duration of the contract an Erosion Control Plan that will effectively incorporate and implement environmental protection precautions. The Contractor's Erosion Control Plan shall include methods and interim facilities to be constructed and/or used concurrently during construction to control erosion in such a manner as to ensure that sediment and sediment laden water does not enter any drainage system, roadways, or violate applicable water quality standards. Visible or measurable erosion which enters, or is likely to enter, a public storm and surface water system, wetland or stream is prohibited. The plan shall include the name of the Contractor's employee authorized to supervise and enforce compliance with the Erosion Control Plan and telephone number(s) to contact that person at any time.
- B. The Erosion Control Plan shall be submitted and approved in accordance with Section 01300 prior to initiating clearing activities.
- C. In the event a regulatory agency or jurisdiction determines the Erosion Control Plan to be inadequate to protect environment:
  - 1. The Contractor shall stop immediately the affected work in progress until adequate environmental protection measures are implemented.
  - 2. The Contractor shall modify the Erosion Control Plan to meet the requirements of said regulatory agencies, jurisdictions and provide the Engineer with the revisions to the Plan within five (5) calendar days of the notice of deficiency. Plan resubmittal will be in accordance with Section 01300.

#### PART 2 PRODUCTS

##### 2.01 EROSION CONTROL

- A. Temporary Sediment Fences
  - 1. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers.

2. Filter fabric fence shall have manufactured stitched loops for 2"x2" post installation. Stitched loops shall be installed on the up-hill side of the sloped area, with posts spaced a maximum of 6 feet apart.
  3. Where practical the filter fabric shall be purchased in a continuous roll to the length required to avoid the use of joints.
  4. The physical integrity of all materials shall be sufficient to meet the requirements of their intended use and withstand normal wear and tear.
- B. Straw Bale Sediment Barrier/Bio-Filter Bags: Standard 40 to 60-pound rectangular bales of cereal grain or seed straw. Wooden stakes (2"x2"x 3 feet) shall be used for straw bales and bio-filter bags.
- C. Catch Basin Inserts: Woven polypropylene filter sack.
- D. Plastic Sheeting: Polyethylene and have a minimum thickness of 6 mil.
- E. Straw Mulch: Maintain a sufficient cover of straw mulch over bare ground to reduce sediment runoff until permanent restoration has begun.

### **PART 3 EXECUTION**

#### **3.01 SITE MAINTENANCE**

Dust shall be minimized by the Contractor to the extent practicable, utilizing all measures necessary, including, but not limited to:

- A. Sprinkling any exposed dust producing areas with water used by trucks or motorized mechanical equipment.
- B. Use of covered haul equipment.

#### **3.02 STREET CLEANING**

- A. Prevent dirt, mud, and dust from escaping trucks departing the work site, by covering dusty loads and cleaning truck tires before leaving the construction site.
- B. All streets in the construction area used by Contractor's trucks or any other equipment hauling material to and from the area, whether within the Contract limits or adjacent thereto, shall be kept clean by the Contractor and shall be serviced by the Contractor's use of water distribution trucks to control dust on a daily basis. Engineer will require multiple sprinkling operations if the dust becomes excessive during the day. All cleaning and sprinkling shall be at the Contractor's expense. Violations of these requirements are sufficient grounds for the Engineer to order the streets in question to be cleaned by others. The expense of the street cleaning will be charged against the Contractor and cost withheld from Contractor's payments.

### 3.03 NOISE CONTROL

- A. Comply with all local controls and noise level rules, regulations and ordinances.
- B. Each internal combustion engine, used on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.
- C. Noise levels for scrapers, pavers, graders, backhoes and trucks shall not exceed 90 dBA. For other equipment, noise levels shall not exceed 85 dBA. Equipment that cannot meet these levels shall be quieted by use of improved exhaust mufflers, noise attenuation barriers or other means.
- D. If special circumstances or emergency conditions require work beyond the hours as specified, the Contractor shall:
  - 1. Notify the Engineer and Owner 72 hours in advance of any proposed extended work hours for preauthorization. The Contractor's written request shall specify the work to be performed and the circumstances that warrant the request. The request shall include any additional measures to mitigate noise generated by this construction activity if deemed necessary by the Engineer.
  - 2. If an emergency situation occurs that warrants immediate extended hours, the Contractor shall notify the Engineer immediately upon determining the need for this work.

### 3.04 TREE AND PLANT PROTECTION

- A. The Contractor shall minimize vegetation removal during his construction operations.
- B. Work areas shall be carefully located and marked to reduce potential damage. Trees shall not be used as anchors for stabilizing working equipment. Work performed adjacent to trees shall include protecting each tree with a high visibility perimeter barrier fence, located at the dripline of the tree. The barrier fence shall be an orange snow fence or approved equal. The Contractor shall not remove any trees beyond 7.50 feet each side of trench centerline without written approval from Engineer.
- C. Where existing vegetation areas have been removed or disturbed by the Contractor's operations, the site shall be regraded and restored by the Contractor as soon as practicable.
- D. If trees are damaged or destroyed by the Contractor's operations without prior authorization by the Engineer, the Contractor shall replace the tree in species, size and grade to the satisfaction of the Engineer at no cost to the Owner. The Contractor shall maintain the replacement tree for a period of two years to assure a satisfactory replacement. Replacement trees that are dead or dying, as determined by the Engineer, at the end of the first year establishment period shall be replaced by the Contractor to the satisfaction of the Engineer and at no cost to the Owner. Should it not be practical to replace the tree, the Contractor shall pay damages in accordance with the size of the original tree that was damaged as measured 4 feet above the ground surface. Damages will include \$500 for each tree 6" in diameter or less, \$1,000 for each tree greater than 6" and less than 12", \$1,500 for each tree from 12" to 24" and \$2,500 for any tree 24" or greater in diameter. In

the event the Contractor does not perform this replacement work in a timely manner as determined by the Engineer, the Owner reserves the right to have the work performed by others. The damages for trees deemed not practical to replace and/or the expense of trees Owner had to replace due to Contractor not replacing them in a timely manner, will be charged against the Contractor and the costs withheld from Contractor's payments.

### 3.05 DEWATERING AND WATER CONTROL

- A. The Contractor shall not divert storm drainage or sewer flow through any portion of the new sewer or any other new facility until after that portion of the pipeline to be used has been field-acceptance tested in accordance with the Specifications, and until specific written approval from the Engineer has been received. No direct water from construction activities shall be diverted to the new sanitary sewer.
- B. Maintain excavations free from water while construction is in progress. Keep trenches and other areas free from water as required to permit continuous progress of, or to prevent damage to the work or the work of others.

### 3.06 WATER QUALITY PROTECTION AND STORMWATER CONTROL

- A. All construction activities shall comply with all conditions contained in applicable Federal, State, and Local permits.
- B. Contractor shall avoid disturbing any existing streams and wetlands. Contractor shall provide an Erosion Control Plan.

### 3.07 FISH AND WILDLIFE HABITAT

- A. The requirements of local, state, and federal agencies charged with wildlife and fish protection shall be adhered to by the entire construction work force.

### 3.08 EROSION CONTROL

- A. Execute the approved Erosion Control Plan.
- B. Temporary Sediment Fences:
  - 1. Filter fabric fence shall have a minimum vertical burial of 6 inches. All excavated material from filter fence installation shall be firmly re-deposited along the entire trenched area on the uphill side of the fence.
  - 2. The filter fabric shall be installed to follow the contours where feasible. The fence posts shall be spaced a maximum of 6 feet apart and driven securely into the ground a minimum of 18 inches.
  - 3. Sediment fences shall be inspected by the Contractor immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs, relocations or additions shall be made immediately.



4. At no time shall more than one foot of sediment be allowed to accumulate behind a sediment fence. Sediment should be removed or regraded into slopes, and the sediment fences repaired and reestablished as needed.
  5. Install filter fence along the length of any temporary construction easements where movement of sediment off-site would be possible as determined by the Engineer during prolonged rainfall. Engineer to have final decision on whether or not the filter fence is required for each site-specific installation
- C. Straw Bale Sediment Barrier/Bio-Filter Bags: This method may be used to divert runoff around active work areas or into sediment filtration/sedimentation areas.
1. Bio-filter bags can be used in drainage ditches and/or swales.
  2. Straw bales and bio-filter bags shall be secured with stakes driven through them and into the ground to a minimum depth of 12 inches. Straw bales shall be keyed into the existing ground 2 to 4 inches.
  3. At no time shall more than one foot of sediment be allowed to accumulate behind a straw bale sediment barrier and/or bio-filter bag system. Sediment should be removed or regraded into slopes, or new lines of barriers installed uphill of sediment laden barriers.
- D. Plastic Sheeting:
1. Spoils piles and exposed earth slopes shall be covered in wet weather or if wet weather is anticipated. Plastic sheeting shall be installed and maintained tightly in place by using sandbags or tires on ropes with a maximum 10 feet grid spacing in all directions. All seams shall be taped or weighted down full length and there shall be at least 12-inch overlap of all seams. For seams parallel to the slope contour, the uphill sheet shall overlap the downhill sheet. No runoff shall be allowed to run under the plastic covering.
  2. Drainage from areas covered by plastic sheeting shall be controlled such that no discharge occurs directly onto uncontrolled, disturbed areas of the construction site.
- E. Spoils excavated during trenching for the sewer shall be placed on the uphill side of the trench except when there are overriding safety requirements or lack of available space.
- F. Vegetative Protection: The Contractor shall limit disturbance to existing vegetation in steep areas to the extent possible and install filter fence at the limit of removal downhill of the trench.
- G. Under no circumstance shall Contractor's vehicles or equipment enter a property adjacent to a stream, watercourse, or other storm and surface water facility without an Erosion Control Plan approved and implemented.
- H. The Contractor shall not drag, drop, track, or otherwise place or deposit, or permit to be deposited, mud, dirt, rock or other such debris into any part of the public storm or surface water system, or any part of a private storm or surface water system. Any such deposit of

material shall be immediately removed by the Contractor at the Contractor's expense. No material shall be washed or flushed into any part of the storm or surface water system without erosion control measures installed to the satisfaction of the Engineer.

- I. The Contractor shall maintain the facilities and techniques contained in the approved Erosion Control Plan so as to continue to be effective during the construction or other permitted activity. If the facilities and techniques approved in an Erosion Control Plan are not effective or sufficient as determined by the Engineer, the Contractor shall revise the plan immediately upon notification by the Engineer. Upon approval of the revised plan by the Owner, the Contractor shall immediately implement the additional facilities and techniques. In cases where erosion is occurring, the Engineer may require the Contractor to install interim control measures prior to submittal of the revised Erosion Control Plan.
- J. The Contractor shall ensure that all necessary pollution control equipment, supplies, or materials are available to implement the Plan.
- K. Filter fabric fences, sediment barriers and other erosion control devices shall be removed by the Contractor when they have served their useful purpose, but not before the upslope area has been permanently protected and stabilized.

### 3.09 FINES

- A. Contractor shall be responsible for all fines incurred from non-compliance with regulations of governing authorities.

END OF SECTION

## SECTION 01570

### TRAFFIC CONTROL

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

- A. This work consists of furnishing, erecting, and maintaining temporary barricades, signs, and other traffic control devices, and provision of temporary roadways, detours, flagging and other safeguards necessary for orderly flow of traffic during performance of the work.
- B. The Contractor shall submit a Traffic Control Plan (TCP) which addresses public service building access, private business access, emergency services, mail delivery, property owner access, school bus service, and Tri-Met bus service, to the appropriate permitting agency for approval, as necessary, to finalize Draft Utility Permits. Affected permitting agencies including Clackamas County Department of Transportation (DTD), City of Happy Valley, City of Oregon City, and Oregon Department of Transportation (ODOT) will review the plan and have input that must be complied with. The input may include placement of additional signs or flagging needs for specific working conditions proposed by the Contractor. The Contractor shall update the TCP as required during the progress of the work.

##### 1.02 QUALITY ASSURANCE

- A. Traffic Control Devices shall be in conformance with the current edition of the *Manual on Uniform Traffic Control Devices* (MUTCD), as published by the U.S. Department of Transportation – Federal Highway Administration; the Oregon Supplements to the MUTCD as published by the State of Oregon Department of Transportation; and as approved by the Engineer through the Traffic Control Plan. Copies of the MUTCD are available at the United States Government Book Store, 1304 SW 1<sup>st</sup> Avenue, Portland, Oregon.
- B. Minimum Requirements for Labor and Equipment:
  - 1. Ensure flaggers are certified in the state of Oregon.
  - 2. Labor under these provisions applies particularly to flaggers, all of whom shall be physically and mentally qualified, trained in their duties, efficient, and courteous. Each flagger on duty, except uniformed law enforcement officers, shall wear an orange or yellow colored hard hat and an orange colored or fluorescent red-orange or fluorescent yellow-orange vest, and shall be equipped with a highly visible, reflectorized “Stop-Slow” hand sign conforming to current standards for daylight use; and with illuminated stand area, of high visibility for night use.
  - 3. When work on the project requires closure of a travel lane resulting in one-way traffic, the Contractor shall have flaggers equipped with two-way radios, whenever, in the opinion of the Engineer, radios are required.

### 1.03 SUBMITTALS

- A. The Contractor shall provide the Final Utility Permits to the Owner at least seven (7) calendar days in advance of the time the traffic control will be required.

### 1.04 REQUIREMENTS

- A. The TCP must be approved in writing by the Owner following review by Clackamas County Department of Transportation before any work commences within the applicable areas covered by each permit.
- B. Vehicular and pedestrian routing on streets where the work is not being performed shall not be revised without approval of a supplemental Traffic Control Plan by the Owner.
- C. Work hours within the project shall be as identified in Paragraph 1.06. B unless otherwise approved by the Owner.
- D. Sunday work will only be considered on the project if necessary to meet the final completion time frame. Contractor shall request this at least seven (7) days in advance for review and possible approval. Approval is not guaranteed and therefore Contractor should make every effort to complete the work within the allowable time frame identified.
- E. Public Streets:
  - 1. Property owner, emergency vehicle, mail delivery, pedestrian, and bicycle access shall be maintained at all times.
  - 2. Maintain 2-way traffic flow on all streets during non-working hours for all streets.
  - 3. The Contractor is responsible for identifying bus routes in the project area.
  - 4. Traffic diversion plans must be approved prior to this work starting.
- F. Signs:
  - 1. Standard construction zone warning signs shall be in accordance with documents referenced in Section 01570 - 1.03.
- G. Advance Information Signs and Warning Arrow Panels:
  - 1. Information Signs:
    - a. Black lettering on orange background
    - b. List beginning of work, work zone limits, nature of the work, and nature of traffic restrictions.
    - c. Post one week before beginning the work on the affected work zone.
  - 2. Warning Arrow Panels: Required to be positioned at each end of the work zones as required by permitting agency.

## 1.05 COORDINATION

- A. The Contractor shall coordinate all construction to offer the least possible obstruction and inconvenience to the public.
- B. The Contractor shall coordinate with all private businesses, residents and jurisdictions within the project limits. Due to the timing of flows from multiple users this will likely require random installation of runs to accommodate the various peak usage times and to provide the best opportunity for efficiently bypassing flows.
- C. During preparation of plans and specifications, the property managers for business within Clackamas Promenade were contacted in order to get their input for both work hours and notification that Construction vehicles would be impacting their parking lots. Clackamas Promenade contact is Brad Freeman (Kimco Realty) at 503-336-9202. Olive Garden restaurant is the major contributor to flows in LP 1.6. Pacific Seafoods located at 16797 SE 130<sup>th</sup> operates 24 hours/day excluding Saturdays. Contact Doug Watson, Maintenance Manager (Pacific Seafoods) at 503-444-1574 to coordinate Saturday efforts. The above described businesses shall be not construed as being the entire list of affected parcels to be contacted.
- D. The Contractor shall coordinate all revisions to the existing traffic control with the Owner. Traffic controls are to remain in operation unless determined to be unnecessary and confusing under the approved Traffic Control Plan. All damaged or lost traffic control devices shall be immediately replaced by the Contractor.

## 1.06 NOTIFICATIONS

- A. Written approval of the Traffic Control Plan and/or supplemental Traffic Control Plan shall be obtained from the Owner at least ten (10) days prior to initiating work.
- B. To accommodate emergency vehicle rerouting, notification shall be given to Owner in writing, not less than 72 hours prior to construction operations that modify existing traffic flow conditions.
- C. Individual property owners or businesses shall be notified at least 48 hours in advance of beginning work that restricts the use of the property.

## **PART 2 PRODUCTS**

### 2.01 TRAFFIC CONTROL PLAN

Traffic Control Plan for shall be completed in accordance with Sections 01570-1.04 through 1.06.

### 2.02 SPECIAL SIGNS

Signs with special or non-standard messages may be necessary to properly convey information to the motorist or pedestrian. The Contractor shall be responsible for installing and maintaining these signs. Signs shall be in accordance with the documents referenced in Section 01570 - 1.03.

## **PART 3 EXECUTION**

### **3.01 TRAFFIC MAINTENANCE**

- A. The Contractor shall maintain a normal flow of vehicular and pedestrian traffic, to prevent accidents and to protect the work throughout the construction stages until completion of the work. The Contractor shall make all necessary arrangements to reroute traffic, provide and maintain barriers, cones, guards, barricades, and construction warning and regulatory signs. Regulatory devices provided by the Contractor shall be suitable for nighttime operation. The Contractor shall protect other portions of the work during construction and until completion. This includes providing and maintaining barricade lights, construction signs, guards, temporary crossovers, and flaggers in accordance with documents referenced in Section 01570-1.03.
- B. Rerouting of traffic by the Contractor shall be limited to the shortest time necessary to provide effective construction operations. Required travel lanes shall not be blocked by the Contractor's activities, including trucks delivering materials unless pre-approved by the Owner. Material deliveries and other related trucking activities shall occur in the Contractor's protected work or staging areas. Upon completion of a segment of work in streets, the Contractor shall restore traffic operations to normal flow as soon as possible.
- C. The Contractor shall provide Emergency vehicle access at all times throughout the project.
- D. The Contractor shall prohibit pedestrian movements to the best of their ability through construction areas. Facilities for pedestrians include provisions for the safe movement of mobility and sight-impaired individuals to match existing provision adjacent to construction activities.

### **3.02 ACCESS**

- A. The Contractor shall maintain access to private properties and businesses at all times.
- B. If during some urgent stages of construction the Engineer and Owner concur that temporary closure of an access to a property is unavoidable, the closure shall be coordinated with the property owners and approved by the Engineer at least 48 hours in advance of closure. If required, alternative access and mail delivery shall be provided. Property access shall not be closed until the alternative access is available.

### **3.03 SAFETY**

- A. The Contractor shall provide adequate safeguards, safety devices and protective equipment and take all necessary actions to protect life, health and safety of the public and construction crew and to protect property in connection with the performance of work covered by the Contract. This action shall include the provision of adequate safeguards, safety devices and protective equipment.
- B. The Contractor shall provide and erect all necessary standard construction signs, warning signs, portable message signs and detour signs to warn and protect the public at all times from injury or damage as a result of the Contractor's operations.

- C. Where flaggers are employed by the Contractor to safeguard traffic, the flagger's equipment shall be in accordance with documents referenced in Section 01570 - 1.03. Flaggers while flagging traffic must use this equipment.
- D. The Contractor shall furnish standard signs as well as other appropriate signs prescribed by the Owner or review agency as applicable and necessary for the work. Signs on posts and supports shall be erected and maintained by the Contractor in a neat and presentable condition until they are no longer necessary. When a sign is no longer necessary, the Contractor, upon approval by the Owner, shall take down such sign. Signs necessary for nighttime traffic control, or that remain in place during hours of darkness shall be fully reflectorized.
- E. The Contractor shall safeguard and direct traffic after the existing signs have been removed. Preservation and maintenance of traffic control and street name signs shall be the sole responsibility of the Contractor. Signs and other traffic control devices damaged or lost by the Contractor, shall be replaced by the Contractor at the Contractor's expense.
- F. Areas under work zone traffic control shall be monitored at least two (2) times daily. Disturbed signs and traffic control devices shall be reset immediately. Non applicable signs shall be removed or covered.
- G. Upon failure of the Contractor to provide necessary traffic control when ordered to do so by the Engineer, the Engineer can, without further notice to the Contractor, provide the necessary traffic control. The cost of the traffic control shall be deducted from any payment due the Contractor.
- H. The Contractor shall provide adequate traffic control for protection of the work and the public at all times. The Contractor shall be liable for injuries and damages to persons and property suffered by reason of the Contractor's operations or negligence.

END OF SECTION

## SECTION 02315

### TRENCHING, BACKFILLING AND COMPACTING

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. This Section specifies requirements for trenching, backfilling, and compacting of trenches for pipeline construction.

##### 1.02 REFERENCES

- A. AASHTO T-99
- B. 2015 Oregon Department of Transportation (ODOT), *Standard Specifications for Construction*

#### PART 2 PRODUCTS

##### 2.01 BEDDING AND BACKFILL MATERIALS

- A. Gravel for Trench Foundation Material: 2 ½ inch minus clean pit-run gravel, crushed rock or gravel, having reasonably even gradation from coarse to fine or open graded. Maximum percent passing the ¼ inch screen shall be 20% by weight.
- B. Crushed Gravel Pipe Base and Pipe Zone: ¾ inch minus crushed gravel, having reasonably even gradation from coarse to fine, in accordance with the Oregon State Highway Commission Standard Specifications for Construction specification for Dense Aggregate, Section 02630.10.
- C. Select Material for Trench Backfill and Aggregate Base: ¾-inch minus crushed gravel or rock, as defined for Crushed Gravel Pipe Base above.
- D. Portland Cement Concrete: PCC shall be composed of cement, pozzolans, fine aggregate, water and admixtures with a 28-day compressive strength of 3,300 psi.
- E. Controlled Density Backfill (CDF): CDF shall be composed of cement, pozzolans, fine aggregate, water and admixtures. CDF shall have a low cement content, be non-segregating, self-consolidating, free-flowing and excavatable material which will result in a hardened, dense, non-settling fill and a compressive strength at 28 days of 100 to 200 psi.

#### PART 3 EXECUTION

##### 3.01 TRENCHING

- A. Work in Easements: The Contractor shall exercise all due care in protecting property in, or adjacent to, easements. This protection shall include, but not be limited to, trees, yard, fences, drainage lines, mail boxes, driveways, gravel or paved surfaces, shrubs and lawns. If any of the above have been disturbed, they shall be restored to as near their original condition as possible, and as approved by Owner.



- B. Obstructions: This item refers to obstructions which may be removed and do not require replacement. Obstructions to the construction of the trench such as but not limited to stumps, abandoned waterlines, logs, rubbish, and debris of all types, shall be removed by the Contractor at his own expense without additional compensation from the Owner.
- C. Blasting: Blasting for excavation will not be allowed.
- D. Trench Width: Trench width at the ground surface shall kept to a minimum necessary to install the pipe and manholes in a safe manner. In all cases, trenches must be of sufficient width to allow for shoring and permit proper joining of pipe and compaction of the backfill material along sides of the pipe. Minimum trench width, in the pipe zone, must provide a clear working space 6 inches on each side of the barrel for sewer pipe. If there is a maximum width shown and said width is exceeded by Contractor without written authorization, Contractor will be required, at no expense to Owner, to provide pipe of a higher strength designation, a higher class of bedding, or both, as approved. In all cases, confine trench operations to dedicated right-of-way for public thoroughfares or within areas for which permanent easements have been obtained, unless special arrangements have been made with the affected property owners.
- E. Grade: The bottom of the trench shall be carried to the lines and grades shown on the plans or as established by the Engineer, with proper allowance for pipe thickness and gravel bedding. Correct any part of the trench excavated below grade with material of the type specified in paragraph 2.01 for the full width of the trench; thoroughly compacted in layers not to exceed 6 inches to the established grade.
- F. Shoring, Sheet piling, and Grading of Trenches: Whenever necessary to prevent caving during excavation in gravel, sandy soil, or other unstable material, adequately sheet and brace the trench. Where sheet piling and bracing are used, increase trench widths accordingly. Ensure trench sheet piling remains in place until the pipe has been placed and backfill of the pipe zone is completed.
- G. Location of Excavated Materials: During trench excavation, locate excavated materials to minimize erosion and sediment.
- H. Removal of Water: Provide and maintain ample means and devices with which to promptly remove and dispose of all water when trench is being prepared for pipe laying, during laying of pipe, and until backfill has been completed. Dispose of water in accordance with state and local regulations.
- I. Foundation Material: When, in the opinion of the Engineer, the material in the bottom of the trench is unsuitable for supporting the pipe or manhole, excavate below the flow line as directed by the Engineer, place 12-ounce non-woven geotextile fabric at bottom and backfill to the required grade with gravel of the type specified in paragraph 2.01.
- J. Trench Backfill at Pipe Zone: For all classes of backfill, the pipe zone is defined as extending from the bottom of bedding in the trench (6 inches below invert) to a point 12 inches above the outside of the pipe, and for the full width of the trench. Backfill the entire pipe zone with 3/4 inch minus crushed gravel placed and hand-leveled in 6 inch layers. Special effort to properly bed pipe by slicing backfill in pipe haunches up to springline shall be provided.

### 3.02 BACKFILLING AND COMPACTION

- A. Trench Backfill Above Pipe Zone: Use the following type of backfill on the project in all areas.
  - 1. Class C Backfill: Backfill the entire trench above the pipe zone with  $\frac{3}{4}$  inch minus to the finished ground surface or base of the asphalt concrete trench section and compact according to the specifications.

### 3.03 EXCESS EXCAVATED MATERIAL

- A. Haul and dispose of all excess excavated material. The Contractor shall make arrangements for the disposal of the excavated material and shall bear all costs and retain any profit incidental to such disposal. The Contractor shall comply with all provisions of any agency having jurisdiction.

### 3.04 ROCK EXCAVATION

- A. Before proceeding with rock excavation, complete the common excavation to such depths that only rock excavation remains. At this time, make the trench available to the Engineer and take measurements to determine the amount of rock excavation remaining.

### 3.05 GENERAL COMPACTION REQUIREMENTS

- A. Backfill shall be maintained at proper moisture content so that the material is within  $5\% \pm$  of optimum moisture.
- B. Maximum density and optimum moisture will be determined using Method A of AASHTO T-99. All listed compaction levels are based on the T-99 compaction requirements unless otherwise stated.
- C. Imported trench backfill shall be mechanically compacted. The full trench depth shall be compacted to at least 95% of maximum density.

### 3.06 MECHANICAL COMPACTION REQUIREMENT

- A. The method of compaction shall be at the Contractor's option, unless otherwise noted.
- B. Unless otherwise noted, the Contractor shall be responsible to provide the proper size and type of compaction equipment and select the proper method of utilizing said equipment to attain the required compaction density without damage to pipe, adjacent utilities and properties.

### 3.07 WORK LIMITS

- A. The intent of this specification is threefold:
  - 1. To limit disruption to any individual property and resulting complaints to the greatest extent possible from mainline excavation until the time the trench is compacted and ready for restoration activities.
  - 2. To identify and correct any pipe, compaction and restoration problems.

3. To comply with all regulatory or easement requirements concerning restoration and cleanup activities during construction.

END OF SECTION

## SECTION 02500

### STREET RESTORATION

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

This Section specifies pavement patching and asphalt overlay along the length of improvements on all streets that are currently paved with asphalt concrete. The work in this section shall be in compliance with the Utility Placement Permits for Clackamas County and for State of Oregon Department of Transportation found in Appendix E.

##### 1.02 RELATED SECTIONS

A list of sections of the project specifications that are most closely related to this section is provided for the convenience of the Contractor.

- A. Section 01300, *Submittals Procedure*
- B. Section 01410, *Inspection and Testing*
- C. Section 01570, *Traffic Control*
- D. Section 02221, *Trenching, Backfilling and Compaction*

##### 1.03 REFERENCES

This Section incorporates by reference the following documents:

- A. ODOT/APWA, 2008 Standard Specifications for Construction.

##### 1.04 SUBMITTALS

- A. Procedures: Section 01300.
- B. Shop drawings and equipment data required:
  - 1. Certified test results that show materials meet ODOT requirements.
  - 2. Manufacturer's product data showing conformance to the specified products.

##### 1.05 QUALITY CONTROL

- A. Testing: Testing will be conducted by the Contractor in accordance with ODOT/APWA 2008 Standard Specifications to determine compliance with the specified degree of compaction and asphalt content and compressive strength of the concrete. Compaction efforts for the initial lift of asphalt concrete over the prepared cement treated base shall be as determined by the Control Strip Method identified in ODOT/APWA 2008, Paragraph 00745.49(4). Control strip shall be reduced to 200 feet in length. All other asphalt concrete pavement shall be compacted to at least 92% of Rice theoretical maximum density.

- B. Surface Tolerance: Surface smoothness of the replaced pavement shall be in accordance with ODOT Standard Specifications, Section 00745.70. Test with a 12-foot straightedge laid across the patched areas. The variation of the ridges from the testing edge of the straightedge, between any two ridge contact points, shall not exceed ¼ inch. Additionally, paving must conform to the grade and crown of the adjacent pavement and contain no abrupt edges, or high areas or any other imperfections as determined by DTD representative.

## **PART 2 PRODUCTS**

### **2.01 AGGREGATE BASE**

- A. Base Course Aggregate. Aggregate for the base course of the street shall be ¾" – 0" and shall conform to the applicable portions ODOT/APWA 2008 Standard Specifications for course aggregate base material.

### **2.02 PORTLAND CEMENT**

- A. Portland Cement shall conform to AASHTO M85 for low alkali cement and Section 02010 of ODOT/APWA 2008 Standard Specifications. Type I or Type III cement shall be used.

### **2.03 TACK COAT**

Emulsified asphalt RS-1, CRS-1, or approved equal.

### **2.04 ASPHALT CONCRETE (TEMPORARY AND PERMANENT)**

- A. Permanent trench patch using asphalt concrete shall be Level 2, 12.5 mm mix, Dense graded HMAC conforming to ODOT/APWA 2008 Standard Specifications Section 00744. Asphalt Concrete for overlay on Johnson Creek Boulevard and Bell Avenue shall be Level 3, 12.5 mm mix, Dense graded HMAC conforming to ODOT/APWA 2008 Standard Specifications Section 00744. Asphalt cement or fuel escalation/deescalation clause referenced in ODOT Specification Section 00195 is not included for this contract.
- B. Temporary trench patch shall be Hot mix asphalt concrete for all main line and service lateral installations unless otherwise approved by the Engineer on an individual basis.

## **PART 3 EXECUTION**

### **3.01 AGGREGATE BASE PLACEMENT**

Base Aggregate Course. Workmanship in manufacturing, placing, compacting, and maintaining base, shall be in conformance with the requirements of the ODOT/APWA 2008 Standard Specifications section 00749.

### **3.02 ASPHALT PAVEMENT PLACEMENT – (PERMANENT TRENCH PATCH)**

- A. Asphalt concrete shall not be placed when the atmospheric temperature is lower than 50 degrees Fahrenheit, during rainfall, or when the surface is frozen or wet. Exceptions will be permitted only in special cases and only with prior written approval of the Engineer.

- B. Contractor shall place the asphaltic concrete over the trench to a minimum depth of 2-inches, 4-inches or 8-inch depending upon location immediately after removal and disposal of any temporary asphalt pavement. Additional pavement will be used outside the limits of the trench patch as described in Section 01025, Paragraph 1.02.W if necessary according to the Engineer based upon condition of the pavement. Maximum depth of each lift shall be 2-inches for the 4-inch trench patch and 3-inches for the 8-inch trench patch (excluding top lift). The Contractor shall spread and level the asphaltic concrete and compact it by rolling or by use of mechanical vibratory or impact tamper where rolling is impossible. Power rollers shall be capable of providing compression of 250 pounds per inch of width. The density of asphalt concrete shall be at least 92% of Rice theoretical maximum density. Streets that are to receive the milling will remove the top 2-inches of this permanent trench patch. Trench width must be greater than compaction equipment in order to have full compactive efforts available to the new asphalt material.
- C. Adjust manhole rims to finish grade of final lift of asphalt concrete overlay without the use of (steel or polymer material) riser rings.
- D. Meet lines shall be straight and the edges vertical where pavement is sawcut. The edges of all asphalt shall be painted with hot liquid asphalt at a rate of 0.06 to 0.12 gallons per square yard prior to placing asphalt concrete. Jagged edges from previously removed asphalt shall be removed through additional cutting in straight lines prior to final patching. Upon completion of patching, all joints shall be sealed with hot liquid asphalt and choked with sand.
- E. After completion of the paving, clean the entire roadway surface by brooming.
- F. Following completion of final trench patch, Contractor shall stripe all streets that currently have striping to match existing paint removed by trenching. Striping shall be of same type of material that is presently on the pavement surface. Application of the material shall be as recommended by the manufacturer.
- G. Hot liquid asphalt and choke with sand all edges of asphalt concrete patch following installation of final lift.

3.03 ASPHALT PAVEMENT PLACEMENT – (2” OVERLAY AND PRE-LEVELING COURSE AFTER PERMANENT TRENCH PATCH )

- A. Asphalt concrete overlay and pre-leveling course shall not be placed between September 30 and March 15. Exceptions may be permitted only in special cases and only with prior written approval of the Engineer. Asphalt concrete overlay shall not be placed when the atmospheric temperature is lower than 50 degrees Fahrenheit, during rainfall, or when the surface is frozen or wet
- B. Coat all surfaces of existing pavement along with edges of manhole and clean out frames, inlet boxes and like items. When rate is not specified, hot liquid asphalt will be applied at the rate of 0.1 gallon per square yard. All utility valves shall be raised to match height of new overlay.
- C. Following placement of the compacted asphalt concrete trench patch within the limit of the trench and including all areas removed for tee-cut, a single 2-inch thick layer of Level 2 or Level 3 asphalt concrete mix depending upon street location described in Paragraph

2.04.A of this Section shall be placed over the entire width of existing roadway surface. Final widths will vary from 16 feet to 24 feet or greater depending upon the street. Final width of overlay for individual streets to be determined in field by the Owner. As a precursor to installation of the 2-inch thick overlay, there may be sections of the street that will require placement of a pre-leveling course of asphalt concrete mix. This layer shall be installed where directed by the Owner.

- D. Manholes shall have been previously adjusted to the height of the final overlay as part of the permanent trench patch effort. Protect manholes as necessary. If manholes do not fit roadway, adjustments will be made between the manhole cone and frame/cover that retain the integrity of the structure.
- E. Asphalt berms may be necessary where directed by the Owner along limited sections of the street to direct surface drainage. Berms shall be approximately 6 to 8-inches wide and 3 to 4-inches in height. Place tack coat along surface of asphalt concrete prior to placement of berm.
- F. Following completion of overlay, Contractor shall stripe all streets that currently have striping to match existing paint removed by trenching. This will also include any stop bars. Striping and stop bars shall be of same type of material that is presently on the pavement surface. Application of the material shall be as recommended by the manufacturer.

### 3.04 ASPHALT PAVEMENT PLACEMENT – (2” INLAY AFTER PERMANENT TRENCH PATCH)

- A. Asphalt concrete inlay consisting of a 2-inch layer shall not be placed between September 30 and March 15. Asphalt concrete shall not be placed when the atmospheric temperature is lower than 50 degrees Fahrenheit, during rainfall, or when the surface is frozen or wet. Exceptions will be permitted only in special cases and only with prior written approval of the Engineer. Insure the existing milled asphalt surface is thoroughly cleaned by a vacuum sweeper and tacked prior to placement of the asphalt concrete.
- B. Tack coat all surfaces of existing pavement along with edges of manhole and clean out frames, inlet boxes and like items. When rate is not specified, asphalt will be applied at the rate of 0.1 gallon per square yard. All valves shall be raised to match height of final overlay.
- C. Manholes shall have been previously adjusted to the height of the final overlay as part of the permanent trench patch effort. Protect manholes as necessary. If manholes do not fit roadway, adjustments will be made between the manhole cone and frame/cover that retain the integrity of the structure.
- A. Following completion of inlay, Contractor shall stripe all streets that currently have striping to match existing paint removed by trenching. This will also include any stop bars. Striping shall be of same type of material that is presently on the pavement surface. Application of the material shall be as recommended by the manufacturer.

### 3.05 TEMPORARY TRENCH PATCH

- A. Temporary asphalt concrete shall be placed over trenches at the end of the day when they are open to traffic or as required by the Engineer. Special care shall be taken when placing

the temporary asphalt on Johnson Creek Boulevard, Fuller Road, Bell Avenue and Luther Road due to the high traffic volumes. Surface smoothness of the temporary material will be closely monitored by the Owner and will be cause for rejection of the material requiring it to be immediately replaced at Contractors expense. Streets that will eventually be restored using full-depth reclamation (FDR) and overlays may not require the trench patch, although final decision on location will be up to the Engineer.

- B. Contractor shall be responsible for maintaining the integrity of all streets within the project area that have been disturbed by construction activities. This may include placement of additional temporary asphalt concrete patch, use of milling materials as a possible temporary surfacing ( versus initially hauling off site), or other solutions not mentioned above to eliminate pot holes or address surface runoff issues, all as approved by Engineer. Sweep up any loose gravel or other material on a daily basis that may be carried onto an adjoining roadway from the work areas.

### 3.06 FIELD TESTING

Testing will be conducted by the Contractor at locations as directed by Engineer to determine compliance with the specified degree of compaction for asphalt concrete. Aggregate base compaction testing will be the Contractor's responsibility as described in Section 02221.

### 3.07 BASE ROCK

Place rock surfacing beyond the limits of the main-line AC trench patch prior to placement of the widened section of 2- inch thick asphalt concrete. Other areas for this material include the aggregate placed following grading of the 62<sup>nd</sup> Avenue roadway section. Base rock shall be  $\frac{3}{4}$  inch – 0 inches crushed aggregate, as directed. Remove and dispose of native materials to provide space for base rock. Subgrade shall be graded reasonably smooth prior to placement of the base rock. The purpose of the layer is to provide a relatively smooth surface to place the asphalt concrete overlay upon. Compact with mechanical vibratory or impact tamper.

END OF SECTION



## SECTION 02530

### SANITARY SEWER PIPE AND MANHOLES

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

- A. The work covered by this section consists of furnishing and installing all sanitary sewer pipe, and appurtenances.

##### 1.02 REFERENCES

- A. ASTM A746, *Ductile-Iron Gravity Sewer Pipe*
- B. ASTM A48, *Gray Iron Castings*.
- C. ASTM A304, *Steel Bars, Alloy, Subject to End-Quench Hardenability Requirements*.
- D. ASTM A615, *Deformed and Plain Billet-Steel Bars for Concrete Reinforcement*.
- E. ASTM C478, *Precast Reinforced Concrete Manhole Sections*.
- F. ASTM C924, *Practice for Testing Pipe Sewer Lines by Low-Pressure Air Test Method*.
- G. ASTM C1244, *Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test*.
- H. ASTM D2837, *Long Term Strength (L.T.H.S.) @ 74.4 degrees F, 1600 PSI*
- I. ASTM D3034, *Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings*.
- J. ASTM D2241, *Poly(Vinyl Chloride)(PVC) Pressure-Rated Pipe (SDR Series)*.
- K. ASTM D3212, *Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals*.

##### 1.03 SUBMITTALS

- A. Provide sufficient data for the Engineer to properly evaluate the proposed pipe, manholes and appurtenances.
- B. Product data submittals shall include, at a minimum, test reports. Provide test reports upon request, certifying that the pipe has been tested in accordance with and exceeds minimum requirements.
- C. Precast manhole submittals shall include shop drawings from supplier

## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. Polyvinylchloride (PVC) Gravity Sanitary Sewer/Storm Pipe (less than 18-inch diameter): Of the size and type indicated on the plans, conforming to appropriate specifications detailed below.
1. PVC Sanitary Sewer/Storm Pipe and Fittings: Conform to ASTM D-3034, SDR 35. Fittings shall be injection molded, factory welded, or factory solvent cemented.
  2. Minimum Pipe Stiffness: 46 psi.
  3. Joint Type: Elastomeric gasket, conforming to the requirements of ASTM D3212.
  4. Rubber Gaskets: Conform to ASTM D1869.
- B. Manholes and Appurtenances:
1. Concrete: Concrete used in the construction of the manhole base and other structures specified shall be so proportioned and mixed as to meet a minimum 3,000 psi compression test after 28 days. There shall be a minimum of five sacks of cement per cubic yard of concrete.
  2. Precast Manhole Sections:
    - a. Minimum 48 or 60 inches in diameter, reinforced concrete pipe, Class 2, conforming to ASTM C478, with added requirement that the reinforcement be circular and not elliptical. Cones shall be eccentric with wall thickness and reinforcement similar to that of manhole pipe sections. The tops and bottoms of the cones shall be parallel.
    - b. Preformed gaskets may be used in lieu of mortar type joints and shall be RAM-NEK, manufactured by K.T. Snyder Company, Inc., Houston, Texas; Kent-Seal by Hamilton Kent, Kent, Ohio; or as approved.
    - c. Flat-top manhole sections for all size manholes shall be used in lieu of eccentric cones where the depth from finish grade to invert is 6'-0" or less. Suburban frames shall be used with flat top manholes.
    - d. 48" manholes will be installed full diameter, capped with a three feet tall 48" diameter eccentric cone. Maximum 24-inch diameter riser adjustment shall be 10-inches. Depths greater than 10" to achieve finished grade with six -inch exposure will require a separate 4' diameter riser below the eccentric cone before manhole will be approved.
  3. Precast Concrete Bases:
    - a. Precast base sections or manhole bases shall be approved by the Owner prior to installation. All precast bases shall conform to ASTM C478.
    - b. Construct bases per standard details and as noted on the plans.

- c. Provide flexible connectors that are designed to produce a positive watertight connection for pipes entering a precast manhole. The connector shall be manufactured by A-lok or an owner approved equal and shall meet the requirements of ASTM C-923..
4. Nonshrink Grout. Sika 212, Euco N-S, Five Star, or USA approved equal nonmetallic cementitious commercial grout exhibiting zero shrinkage. Grout shall not be amended with cement or sand and shall not be reconditioned with water after initial mixing. Nonshrink grout shall be placed or packed only with the use of an approved commercial concrete bonding agent. Unused grout shall be discarded after 20 minutes and shall not be used.
5. Manhole Extensions and Rings. Install rings and covers on top of manholes to positively prevent all infiltration of surface or groundwater into manholes. Rings shall be set in a bed of nonshrink grout with the nonshrink grout carried over the flange or the ring and shall be set so that tops of covers are flush with the surface of adjoining pavement, or 6-inches above natural ground, unless otherwise directed by the Owner. Extensions shall be limited to a maximum height of 27 inches from the center point of the first step to the top of the casting.
6. Manhole Frames and Covers: Of size and shape detailed on the plans or approved equal; ensure castings are tough, close-grained, gray iron, free from blowholes, shrinkage, and cold shuts, and they conform to ASTM A48, Class 30; ensure they are sound, smooth, clean, and free from blisters and defects. Plane and grind all castings where necessary to ensure perfectly flat and true surfaces. Covers shall be true and shall seat within the ring at all points. Manhole covers shall have two holes. Watertight/locking covers shall be solid with no holes.
7. Existing Manholes: Install new Kor-n-Seal boot following coring for all existing manholes that will have pipes extended in order to insure a positive watertight connection.
8. Manhole Steps:
  - a. Steel reinforced polypropylene plastic, Lane International Corp. No. P-13850, or approved equal, in conformance with ASTM C478; aligned vertically. Ensure steps within a manhole are of the same design, type, and size. Mixing of unmatched steps within the same manhole is not permitted.
  - b. Prior to delivery to the jobsite, manufacturer is to drive steps into preformed holes in precast concrete manhole cones and sections in conformance with the following: ASTM A615 Grade 60, 1/2" deformed steel rod and ASTM 2146-78 Type II, Polypropylene.
  - c. Place steps where there are no incoming or outgoing lines. Loose steps shall be cause for rejection of that manhole cone or section.

## PART 3 EXECUTION

### 3.01 PREPARATION OF TRENCH

- A. Crushed Gravel Pipe Base: Place in trench to a minimum depth of six inches below the flow line of the pipe. Place and level the base to approximate flow line grade in advance of laying pipe. Immediately following the placement of each pipe, place the crushed gravel pipe base to the invert of the ductile iron pipe or spring line of the flexible pipe. It is important that the gravel is “sliced” with a shovel on both sides of and for the full length of the pipe, to insure gravel is uniformly supporting the pipe haunches.
- B. Bell Holes: At the location of each joint, bell holes of ample dimensions shall be dug in the bottom of the trench and at the sides where necessary to permit the joint to be properly fitted; to permit easy inspection of the entire joint; and to provide uniform bearing for the barrel of the pipe for its entire length.
- C. Removal of Water: Provide and maintain ample means and devices to remove and dispose of all water entering the trench excavation during the process of laying pipe. Ensure water and debris does not enter the Owner’s sewer system or new pipe. Ensure water and debris does not enter the Owner’s sewer system or new pipe unless it will be discharged where provided in the Erosion Control plan. At no time will untreated groundwater be allowed to enter the live downstream sewer system.

### 3.02 PREPARATION OF SEWER PIPE

- A. Carefully inspect pipes and fittings before being laid; no cracked, broken, or defective pipe or fittings shall be used in the work. Clean the ends of the pipe to remove dirt or other foreign material.
- B. Exercise extreme care to ensure the inside surfaces of the bell are smooth and free from any projections that would interfere with the assembly or water tightness of the joint.

### 3.03 LAYING AND JOINTING PIPE AND FITTINGS

- A. Line and Grade:
  - 1. Lateral reconnection to new PVC pipe: Lay sewer pipe in full lengths as manufactured; lay on a constant grade and in straight alignment from manhole to manhole or cleanout. Do not install pipe with bows or bellies. The Contractor shall establish line and grade for pipe by the use of accurate pipe lasers to maintain the line and grade. The Contractor shall check line and grade as necessary to insure accuracy of installation. In the event that the limits prescribed in this section are not met, the work shall be immediately stopped, the Engineer notified, and the cause remedied before proceeding further with the work. Variance from the established line and grade shall not be greater than 1/32-inch per inch of pipe diameter and shall not exceed 1/2-inch for line and 1/4-inch for grade, providing that such variation does not result in a level or reverse-sloping invert.
- B. Sanitary Sewer Service Connections:
  - 1. Lateral reconnection to new PVC pipe:

- a. Utilize factory T-fittings on the new 8" PVC pipe, with the lateral ID being sized to equal the size of the existing lateral pipe ID. Make connections between dissimilar pipe materials with Fernco fittings (or equal) and as approved.

C. Manhole Connections:

1. Connect PVC pipe to concrete manholes by means of an approved Kor-n-Seal gasket or other approved coupling. The use of Portland Cement grout for connecting PVC Pipe to manholes will not be permitted. Manholes shall be cored to insure a watertight connection using the approved coupling.

3.04 MANHOLE INSTALLATION:

- A. Precast Manhole Concrete Base: Construct so the first section of the precast manhole has a uniform bearing throughout the full circumference of the manhole wall. Deposit sufficient mortar on the concrete base to provide a watertight seal between the base and the manhole wall.
- B. Placing Precast Manhole Sections: The joints for the precast concrete manhole shall be made of nonshrink grout. Construct the walls true to line and grade as established by the Engineer. Place grout on the groove of the lower section of the pipe prior to placing the next section of pipe. Completely fill entire joint with grout and trowel to a smooth surface. Manhole sections with a captive groove rubber gasket need not be grouted between sections. Manhole shelf shall be integrally poured against the wall and over the pipe stub. Construct shelf in such a manner that when capacity of the pipe is reached, no portion of the shelf surface is used as part of the cross sectional flow channel required for free flow through the manhole. Manholes with more than 10% change in slope on inlet versus outlet pipes shall have full depth channels placed across the base.
- C. Manhole Inverts: Ensure manhole invert channels provide a smooth flow-through characteristic. No sharp edges or rough sections that will tend to obstruct the flow of sewerage will be permitted. In the event a full section of pipe is laid through the manhole, pour the concrete up to spring line (one-half the diameter of the pipe), then break or cut out the top half of the pipe and mortar smooth all rough edges. Trowel smooth all cement mortar used in the construction of the inverts. The Contractor may, at his option, use precast bases with pre-poured and formed invert channels.
- D. Manhole and Cleanout Rings and Covers: Set rings so the tops of the covers will match final finished surface. Manholes located within unimproved areas shall be placed 6 inches above the finished ground surface or as directed by the Engineer.

3.05 TESTING OF GRAVITY SEWER PIPE AND APPURTENANCES

- A. General:
  1. Test all new gravity sewer lines by "low pressure air testing".
  2. Air Tests For Gravity Sewers: Ensure all gravity sewers and appurtenances successfully pass the air test prior to acceptance and are free of visible leakage or infiltration.

3. The Contractor may desire to make an air test prior to backfilling for his own purposes; however, the acceptance air test shall be made after backfilling and compaction has been completed to final grade.
4. Furnish all facilities and personnel for conducting the test under the observation of the Engineer. The equipment and personnel shall be subject to the approval of the Engineer. Notify Engineer 24-hours in advance of testing to provide time to witness all test.
5. Acceptance testing shall be conducted on all new manholes.

B. Testing Procedures:

1. The Contractor shall provide all equipment and personnel for the Time-Pressure Drop Method for all air testing. The method, equipment and personnel shall be subject to the approval of the Engineer. The Engineer may, at any time, require a calibration check of the instrument used. The pressure gauge used shall have minimum divisions of 0.10 psi and have an accuracy of 0.0625 psi (one ounce per square inch).
2. Immediately following the pipe cleaning, test the pipe with low pressure air. Plug all sewer outlets with suitable test plugs. Slowly supply air to the plugged pipe installation until the internal air pressure reaches 4.0 pounds per square inch greater than the average back pressure of any ground water that may submerge the pipe. The test pressure shall be increased 0.433 pounds per square inch for each foot of average water depth over the sewer. This pressure will be in addition to the initial 4.0 pounds per square inch previously identified. Allow at least two minutes for temperature stabilization, adding only the amount of air required to maintain pressure before proceeding further. After the temperature stabilization period, disconnect the air supply. Determine and record the time in seconds that is required for the internal air pressure measured by the gage to drop from 3.5 pounds per square inch to 2.5 pounds per square inch greater than the average back pressure of any ground water that may submerge the pipe.
3. Safety Precautions: All plugs used to close the sewer for the air test must be capable of resisting the internal pressures and must be securely braced, if necessary. All air testing equipment must be placed above ground and no one shall be permitted to enter a manhole or trench where a plugged line is under pressure. All pressure must be released before the plugs are removed. The testing equipment used must include a pressure relief device designed to relieve pressure in the line under test at 10 psi or less and must allow continuous monitoring of the test pressures in order to avoid excessive pressure. The Contractor shall use care to avoid the flooding of the air inlet by infiltrated ground water. The Contractor shall inject the air at the upper plug if possible. Only qualified personnel shall be permitted to conduct the test.

C. Acceptance of Test:

1. The pipeline shall be considered acceptable when tested as described herein before if the section under test does not lose air at a rate greater than 0.0015 cfm per square foot of internal sewer surface. For test sections containing over 625 square feet of

surface area, the time measured by this method for 1.00 pounds per square inch pressure drop shall be calculated according to the following formula:

$$T = d^2L/42$$

T = test duration, seconds

D = pipe diameter, inches

L = section length, feet

42 = conversion factor

For test sections containing less than 625 square feet of internal surface area, the time measured by this method for 1.00 pounds per square inch pressure drop shall be calculated according to the following formula:

$$T = 56d$$

The internal surface area of pipeline sections may be calculated using the formula:

$$A = \pi Ld/12$$

The surface areas of lateral lines of differing lengths and diameters may be accommodated in Equations 1 and 2 above by using the sums  $d_1^2L_1 + \dots + d_n^2L_n$  and  $d_1 + \dots + d_n$  in place of  $d^2L$  and  $d$ , respectively.

2. If the pipe installation fails to meet these requirements, the Contractor shall determine, at his own expense, the source or sources of leakage, and shall repair or replace all defective materials and correct all faulty workmanship. The type of repairs proposed by the Contractor must be approved by the Engineer before the repair work is begun. The completed pipe installation shall meet the requirements of the air test before being considered acceptable.

D. Manhole Vacuum Test (Adapted from ASTM C1244-93):

1. Summary of Practice: Plug all lift holes and pipes entering the manhole. A vacuum will be drawn and the vacuum drop over a specified period of time is used to determine the acceptability of the manhole.
2. Significance and Use: This is not a routine test. The values recorded are applicable only to the manhole being tested and at the time of testing.
3. Preparation of the Manhole:
  - a. Plug all lift holes with an approved non-shrink grout.
  - b. Plug all pipes entering the manhole, taking care to securely brace the pipes and plugs from being drawn into the manhole. The manhole shall be set to finish grade and all paving (if applicable) completed.
4. Procedure:
  - a. Place the test head at the inside of the top of the frame and the seal inflated in accordance with the manufacturer's recommendations.

- b. Draw a vacuum of 10 inches of mercury, with the valve on the vacuum line of the test head closed, and the vacuum pump shut off. With the valves closed, measure the time for the vacuum to drop to 9 inches.
- c. The manhole shall pass if the time for the vacuum reading to drop from 10 inches of mercury to 9 inches meets or exceeds the values indicated below.
- d. Utilizing the formulas that follow, the comparable times for a successful vacuum test for different size manholes are:

DEPTH (ft) (Length of Manhole)	TIME (sec) (Dia.)		
	48"	60"	72"
8	20	26	33
10	25	33	41
12	30	39	49
14	35	46	57
16	40	52	67
18	45	59	73

- e. If the manhole fails the initial test, make necessary repairs with a nonshrink grout after the vacuum has been released. Proceed with retesting until a satisfactory test is obtained.
  - f. Use or failure of this vacuum test shall not preclude acceptance by appropriate water infiltration or exfiltration testing, or other means.
- E. Subsequent Failure: Infiltration of groundwater, in any amount, following a successful hydrostatic vacuum or air test as specified, shall be considered as evidence that the original test was in error or that subsequent failure of the pipeline, manhole or cleanout assembly has occurred. The Contractor will be required to correct such failures should they occur.
- F. Deflection Testing: In addition to hydrostatic or air testing, gravity sanitary sewers constructed of PVC pipe shall be deflection tested not less than 14 days after the trench backfill and compaction has been completed. Conduct the test by pulling an approved solid pointed mandrel through the completed pipeline. Ensure the diameter of the mandrel is 95 percent of the inside diameter of the pipe. Conduct testing on a manhole-to-manhole basis and after the line has been completely cleaned and flushed. Excavate, repair, or realign and retest any portion of the sewer that fails to pass the test for air, leakage or deflection.

### 3.06 ACCEPTANCE

- A. Thoroughly clean all pipelines after acceptance of all joint testing and after backfilling and restoration of surfaces.
- B. Base acceptance of the pipeline on a final inspection of the entire line conducted jointly by the Contractor and the Engineer. This will also include results from Owner's operations staff which will lamp each individual section between manholes.
- C. Any infiltration evidence in manholes or pipe shall be properly repaired, even if unit passed testing.



END OF SECTION

## SECTION 02609

### MANHOLE REHABILITATION

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. Provide all labor, materials, equipment, power, water, and incidentals necessary to prevent infiltration of groundwater into manholes and prevent entrance of soil or debris.
- B. The extent of Work is shown on the Drawings. Field verify interceptor, manholes, collection sewers, and all other utility locations prior to any work.
- C. Manholes identified on the Drawings to be rehabilitated are included in the Work described in this Section.

##### 1.2 REFERENCES

- A. Comply with applicable provisions and recommendations of the following:
  - 1. ASTM C 309, Standard Specification for Liquid Membrane Forming Compounds for Curing Concrete.
  - 2. ASTM C 321, Test Method for Bond Strength of Chemical-Resistant Mortars.
  - 3. ASTM C 443, Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
  - 4. ASTM C 478, Standard Specification for Precast Reinforced Concrete Manhole Sections.
  - 5. ASTM C 596, Test Method for Drying Shrinkage of Mortar Containing Hydraulic Cement.
  - 6. International Concrete Repair Institute (ICRI) Guideline No. 03732 – Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.

##### 1.3 MANUFACTURER'S PRODUCT SUPPORT

- A. Provide a representative employed by the manufacturer having technical training in admixture and manhole wall liner design and construction available for consultation on site during the repair work.

##### 1.4 QUALIFICATIONS

- A. There is no licensing requirement for installation of internal manhole injection grouting. CONTRACTOR shall have completed the successful internal grouting of manholes on at least 30 manholes. The CONTRACTOR may provide on-site training by an approved

representative of the manufacturer in lieu of the experience requirement for installation. The training must take place in the presence of the ENGINEER or designated representative.

## 1.5 SUBMITTALS

- A. Product Data: Submit product data including warranty information, surface preparation instructions and application instructions from manufacturer of wall repair materials, hydraulic cements, cleaning materials, specialized sealants, and grouts.

## 1.6 GUARANTEE

- A. All manhole grouting shall be guaranteed by the CONTRACTOR against infiltration, spalling, loss of adhesion or failure for a period of 3 years from the date of Conditional Acceptance. During this period, repair all defects in a manner satisfactory to the ENGINEER at no additional compensation.

## **PART 2 - PRODUCTS**

### 2.1 GENERAL

- A. Handle, formulate, and store sealing compounds and grouts in conformance with the manufacturer's recommendations. The uncured compound and grouts shall be delivered to the Site in unopened containers, with the date of manufacture clearly indicated. Remove from the Site any uncured compound determined to be more than six months old. Do not use uncured compound or grout if container has been open for more than 24 hours.
- B. Mix and handle the compounds and grouts, including their component parts in accordance with manufacturer's recommendations and to minimize hazard to personnel. Provide appropriate protective measures to ensure that the components and the chemicals produced in mixing are under the control of the CONTRACTOR at all times and are not available to unauthorized personnel or others. Dispose of excess material resulting from rehabilitation operations in a safe manner. All equipment and material shall be subject to the review of the ENGINEER.
- C. Use only chemical materials that meet the following minimum application requirements:
  - 1. All component materials shall be easily transportable by common carriers.
  - 2. Packing of component materials shall be compatible with field storage requirements.
  - 3. Components shall be packed in such a fashion as to provide for maximum worker safety when handling the materials and minimize spillage when preparing for use.
  - 4. Mixing of the components shall be compatible with field applications, not require precise measurements, and be within the limits recommended by the manufacturer.
  - 5. Catalyzation shall take place at the point of injection/repair.

6. Cleanup shall be done without inordinate use of flammable or hazardous chemicals.
7. Residual sealing materials shall be removed from the sewer after injection to ensure no flow reductions restriction or blockage of sewer flows.

## 2.2 MANHOLE INJECTION GROUT

- A. For low leakage sites with limited voids in backfill, use acrylamide, acrylic, or low viscosity urethane grout.
  1. Residual sealing materials shall be removed from the sewer after injection to ensure no flow reductions restriction or blockage of sewer flows.
  2. Product Manufacturer:
    - a. Avanti AV-100 Chemical Grout; or equal (acrylamide).
    - b. Avanti AV-118 Duriflex; or equal (acrylic).
    - c. Avanti AV-254 Gelseal; or equal (low viscosity urethane).
- B. For low leakage sites with potential void in the backfill, use urethane grout.
  1. Product Manufacturer: Avanti AV-350 MultiGel; or equal (urethane).
- C. For high leakage sites with limited voids in the backfill, use urethane grout.
  1. Product Manufacturer: Avanti AV-202 Multigrout; or equal (polyurethane foam).
- D. For high leakage sites with potential voids in the backfill, use urethane grout.
  1. Product Manufacturer: Avanti AV-310 Hydro Sealant; or equal (polyurethane expanding foam).
- E. For pipe penetrations, use urethane grout.
  1. Product Manufacturer: Avanti AV-333 Injectaflex; or equal (urethane expanding foam).
- F. Additives
  1. Root deterrent chemical – Add dichlobenil to the grout in proportions as recommended by the manufacturer to prevent root growth.
    - a. Product Manufacturer: Avanti AC-50W Root Inhibitor; or equal
  2. Shrink control agent - add a water-based emulsion with the grout to reduce shrinkage and improve strength of the grout providing the resultant cured material with both improved hydrostatic pressure resistance and flexibility. Add the agent

in proportions as recommended by the manufacturer.

- a. Product Manufacturer: Avanti AV-257 Icoset; or equal.

## 2.2 WALL PATCH

A. Wall patch shall be a quick setting fiber reinforced calcium aluminate cementitious material. Mix and apply according to manufacturer's recommendations. Wall patch shall have the following minimum physical properties:

- |    |                                     |   |
|----|-------------------------------------|---|
| 1. | Compressive Strength (ASTM C 109B): | 1,400 psi, 1 hrs<br>2,000 psi, 24 hours |
| 2. | Shrinkage (ASTM C 596):             | <0.06% at 90% R.H.                      |
| 3. | Bond Strength (ASTM C 321):         | 900 psi, 24 hour                        |
| 4. | Flexural Strength                   | 500 psi, 24 hour; 900 psi, 28 days      |
| 5. | Cement:                             | sulfate resistant                       |
| 6. | Density, when applied:              | 105 +/- 5 pcf                           |

## 2.3 HYDRAULIC CEMENT

A. Hydraulic cement shall be a rapid setting cementitious product specifically formulated for leak control shall be used to stop minor water infiltration, mixed and applied according to manufacturer's recommendations, and having the following minimum physical properties:

- |    |                                     |  |
|----|-------------------------------------|--|
| 1. | Compressive Strength (ASTM C 109B): | 600 psi, 6 hours<br>2000 psi, 24 hours |
| 2. | Shrinkage (ASTM C 596):             | <0.06% at 90% R.H.                     |
| 3. | Bond Strength (ASTM C 321):         | 40 psi, 1 hour<br>80 psi, 24 hours     |

B. The hydraulic cement shall require no additives, shall set in 45-90 seconds, and shall be dimensionally stable, freeze/thaw resistant and sulfate resistant.

## PART 3 - EXECUTION

### 3.1 MANHOLE CLEANING / PREPARATION

A. Clean bench/invert floor and interior walls of manholes by removing deleterious material, including dirt, grease, and other debris. Use high-pressure water, at a minimum force of 3,500 psi. If required, use approved cleaners to remove grease, oil, and other matter, which would prevent a good bond between existing manhole wall and the approved repair

materials.

- B. Prepare the interior surfaces in accordance with the requirements of the wall liner material manufacturer. Remove loose and protruding brick, mortar and concrete using a mason's hammer and chisel and/or scrapper.
- C. Make all sub-surfaces clean and free of laitance or loose material.
- D. Inset plywood mats or sheeting over the existing flow channel and bench to prevent debris from falling into the sewer and to collect debris from manhole bench.

### 3.2 INJECTION GROUTING MANHOLE JOINTS, PIPE PENETRATIONS AND OTHER DEFECTS

- A. Use grout injection method to seal the manhole base and wall joints, and penetrating pipe joints. Seal other defects by injection grouting where shown, specified or required to stop leaks.
- B. Where indicated by field conditions or directed by the ENGINEER, grout wall joints as follows.
  - 1. The wall joints shall have the drill holes at 4, 8, and 12 o'clock positions one foot above the joint to be sealed and drill holes with grout sleeves inserted into the walls at 2, 6, and 10 o'clock positions one foot below the joint to be sealed. For each wall joint, pump grout into the lower holes until grout comes out of the upper holes.
- C. Where indicated by field conditions or directed by the ENGINEER, grout base and/or bench by drilling one hole on one side of the defect with grout sleeves inserted into the bench or base, whichever is lower. Pump grout into drill hole.
- D. For each penetrating pipe joint, drill one hole on each side of the pipe with grout sleeves inserted into the walls at the spring line or top of manhole bench, whichever is lower. Pump grout into both drill holes.
- E. For other manhole defects, perform injection grouting in a manner to seal the defect watertight.
- F. Into each insert sleeve, pump grout at controlled pressures which are in excess of groundwater pressures. Install additional insert sleeves and grout as necessary, due to type and size of leak encountered, type of soil and type of voids being filled.
- G. Leaks, which are determined to be too large to be effectively eliminated by the grout injection method, shall be plugged with hydraulic cement prior to initiating the injection of grout.
- H. Allow one day for the grout to cure, after which each sealed joint shall be inspected. If leaks are observed in the sealed area, place new gel insert sleeves and apply more sealant as necessary to stop the leak. Repeat the process as necessary to stop the leaks.
- I. Repair all holes created by the grouting process with hydraulic cement. Manholes shall be cleaned, as specified, after chemical sealing operation. Fill any large voids with wall patch

mix.

### 3.2 INSPECTION AND TESTING

- A. After manhole wall sealing or manhole rehabilitation has been completed, visually inspect the manhole in the presence of ENGINEER. Check for cleanliness and for elimination of active leaks.

### 3.3 CLEANUP

- A. Remove all debris from the manhole.
- B. If debris from CONTRACTOR'S work has entered the sewer pipe, clean the affected pipe(s) to the satisfaction of the ENGINEER and at no additional cost to the OWNER.

### 3.4 WARRANTY INSPECTION

- A. Re-inspect (Warranty Inspection) all manholes repaired or rehabilitated in accordance with this Section in the presence of the ENGINEER 18 to 24 months after Conditional Acceptance of the Work during high groundwater conditions. The ENGINEER shall select the time for the Warranty Inspection and will give the CONTRACTOR two to four weeks notice prior to such inspection. Visually inspect each repaired or rehabilitated manhole in the presence of the ENGINEER.
- B. If any repair or rehabilitation is found to be defective, make repairs necessary to eliminate or repair the defect at no additional cost to the OWNER.
- C. All repair techniques and methods shall be approved by the ENGINEER prior to the initiation of any repair activities.

END OF SECTION

## SECTION 02730

### TEMPORARY BYPASS PUMPING

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

- A. The work covered by this section consists of temporary bypass pumping of sanitary sewer around individual sections of sanitary sewer main within the project area.

#### PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

##### 3.01 SANITARY SEWER BYPASS FLOWS

- A. The Contractor shall submit a "Flow Diversion and By-Pass Pumping Plan" to the Owner prior to the start of construction. Under no circumstances shall sewage be allowed to flow or leak onto the ground surface, into gutters or onto streets, over sidewalks, or into storm inlets. The Flow Diversion and By-Pass Pumping Plan shall outline the Contractor's proposed method of handling all flows during all elements of construction. The plan shall show all flow inputs (connections) in the work area and how the flow from each connection will be managed. Flow inputs shall be confirmed by the Contractor during initial surveys and television inspections.
- B. The Contractor shall provide complete diversion regardless of flow rate. The diversion plan for each segment shall contain at a minimum, a plan view of the diversion on a site map and the individual components of the diversion including but not limited to:
  - 1. Pumps: type, size and placement
  - 2. Diversion pipe: size, type, and placement
  - 3. Power supply to pumps
  - 4. Method of holding back the flow
  - 5. Facilities for redundancy
- C. Diversion of flows shall be accomplished by the use of pumps to a manhole downstream of the construction. The Contractor shall have adequate pumps and piping or alternative methods to divert flow to the downstream conveyance lines. The pumping or transportation capacity shall be sufficient to maintain normal flows plus additional flows that may occur during a rainstorm. Contractor shall provide all measures necessary to temporarily collect/divert flows from private services if necessary to properly install the pipe. Each impacted business should be contacted by the Contractor to insure that the least disruption as possible to the public is adhered to for the individual services.
- D. Flow diversion piping shall be arranged such that the piping is protected from traffic



loads, traffic is maintained at driveways and roadways, and sidewalks are free of obstruction unless otherwise approved by the Owner. ***All sewage diversion piping shall be water-tight.***

- E. The Contractor shall use critically silenced generators and pump units and shall meet or exceed the requirements of any local noise ordinances. Such approved generators and accompanying pumps shall be continuously monitored while in operation and shall be placed to minimize disturbances to residential areas. If necessary to meet noise ordinances, sound baffles and temporary sound walls shall be installed to deflect sound from generators and bypass-pumps away from residential areas or as directed by the Owner. No variance from any local noise ordinances will be allowed unless the Contractor secures a noise variance at no additional expense to the Owner.
- F. Diversion of all flows shall be maintained at all times. This could also include individual sanitary sewer services if necessary to provide a suitable environment to install the CIPP according to manufacturer's recommendations. The Contractor shall provide a qualified operator who is capable of making emergency repairs or who is able to mobilize forces to handle power, pump or other problems. This operator shall be on call 24/7 while the diversion is in operation. The Contractor shall be responsible for continuity of sewer service to each facility connected to the section of the sewer being impacted during the execution of the work. No leaks in the diversion piping shall be permitted. Diversion pipes shall be cleaned and disinfected prior to disassembly and the liquid shall be discharged into an existing sanitary sewer. Service connections or laterals shall not be disconnected or plugged during the day. Service must be restored to service connections or laterals within the normal work day.
- G. Each flow diversion pump shall be powered by a dedicated power generator and shall operate as a single pumping unit. For system redundancy, the Contractor shall have on site an equivalent back-up flow pumping unit set up and fully operational for the pumping operation with capability to automatically switch over in case of failure to the primary system. In addition, an auto-dialer call out system shall be provided to notify the Contractor and the Owner's Field Operation Staff via a 24-hour number if/when the back-up flow pumping unit is utilized. Contractor is expected to visit site immediately to determine cause for primary system failure.
- H. Flow diversion piping and pumps shall be free of leaks. Leaking pipes and pumps shall be replaced immediately. Sewage spills shall be cleaned up immediately. If a sewage release occurs during any sewage diversion activity, the Contractor shall be responsible for taking immediate action to cease, contain, and clean up the release, and to notify the proper authorities. The Contractor shall have sufficient equipment and materials at the work site to cease, contain and cleanup any sewage release that occurs during diversion operations and will be responsible for all costs associated with sewage spill cleanup including associated fines. The Contractor shall be responsible for cleanup, repair, property damage costs and claims.
- I. No flow diversion operations may proceed unless the Contractor has, at the work site, the following items:
  - 1. Dry granular lime, of sufficient quantities, to be spread on any release for purposes of disinfectant. A 10% bleach solution may also be used as a disinfectant. Disinfectants may not be directly applied to any surface waters, streams, creeks, etc.

2. Equipment to secure the area of sewage release and isolate the public from accessing the release site. As a minimum this shall include barricades and caution tape.
3. The equipment and materials on hand to stop the release and repair the failed item.
4. Equipment and materials to clean the site, rake up solid debris and to dispose of material properly.

- J. In case of sanitary sewage release during diversion operations, the Contractor shall immediately contact the Owner notifying them of the release:

The Owner will take appropriate measures within 24 hours to report the sewage spill to the Oregon Department of Environmental Quality and any other appropriate entities if it is determined the spill was of sufficient magnitude. Even if a sewage spill or release is contained within an excavation, the spill or release must be reported to the Owner.

Failure by the Contractor to report a spill or release to the appropriate Owner's representative will result in liquidated damages in the amount of \$500.00 per incident plus an amount sufficient to reimburse the Owner for any civil and administrative penalties paid by the Owner as a result of the Contractor's failure to report as described above.

- K. The Contractor shall be responsible for providing the following information to the authorities in case of a spill or release:

1. Release location
2. Date and time release found or started and time stopped
3. Release flow rate and estimated total volume
4. Receiving stream, if any
5. Action taken to stop release
6. Cause of release
7. Clean-up actions taken
8. Any other information as requested by relevant authorities

END OF SECTION

**SECTION 02775**

**CURED- IN- PLACE PIPE (CIPP)**

**PART 1 GENERAL**

1.01 SUMMARY

- A. This section specifies rehabilitation of pipelines by the installation of a resin-impregnated fabric liner.
- B. Related sections: The work of the following Sections is related to the work of this Section. Other Sections, not referenced below, may also be related to the proper performance of this work. It is the Contractor’s responsibility to perform all the work required by the Contract Documents.

1. Section 01300: Submittals.

1.02 REFERENCES

- A. This section incorporates by reference the latest revisions of the following documents. They are part of this section insofar as specified and modified herein. In case of conflict between the requirements of this Section and the listed documents, the requirements of this Section shall prevail.

<u>Reference</u>	<u>Title</u>
ASTM D543	Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents
ASTM D790	Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
ASTM D903	Standard Test Method for Peel or Stripping Strength of Adhesive Bonds
ASTM D1600	Standard Terminology for Abbreviated Terms Relating to Plastics
ASTM D5813	Standard Specification for Cured-in-Place Thermosetting Resin Sewer Pipe
ASTM F1216	Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Inversion and Curing of a Resin-Impregnated Tube
ASTM F1743	Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pull-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe

### 1.03 DEFINITIONS

- A. Definitions are in accordance with terminology of ASTM F412, unless otherwise specified. Abbreviations are in accordance with terminology of ASTM D1600, unless otherwise specified.
1. Service connection is the point where the lateral pipe intersects with the mainline pipe, also known as the lateral interface. It can be the interface portion of a tee, wye, or cut-in connection where the lateral pipe flows into the main.
  2. Host Pipe: An existing pipeline or conduit to be internally rehabilitated by installation of a pipe liner.
  3. Manufacturer and/or Assembler: The entity responsible for obtaining individual components of a system and assembling into the final products which are shipped to the job site for installation.
  4. Installer: Licensed contractor or subcontractor responsible for the installation of the system in the field.

### 1.04 QUALIFICATIONS

- A. Product, Manufacturer/Assembler and Installer Qualification Requirements:
1. The Manufacturer or Assembler shall have supplied the product bid for a minimum of 50,000 linear feet of installations. Contractor shall provide a list of installation projects. Also, provide the project names, owner contacts, phone numbers, and year installed.
  2. The Contractor shall have a minimum of 5 years recent experience in sewer main rehabilitation, including familiarity with CIPP processes. Contractor shall submit list of a minimum of 5 references including contact names, phone numbers, and year installed for sewer rehabilitation projects.
  3. Certification showing that the Installer is currently licensed by the appropriate licensor to perform CIPP installation.

### 1.05 SUBMITTALS

- A. Submit the following in accordance with Section 01300:
1. Catalog data and manufacturer's technical data showing complete information on material composition, physical properties, depth of installation and dimensions of system components of the tube and resin system. Include manufacturer's recommendation for handling, storage, insertion, curing, trimming, finishing and repair of damaged liner.
  2. Certification showing that the Installer is currently licensed by the appropriate licensor to perform CIPP installation. Certification shall be given to the Owner prior to delivery of material to the job site.

3. Certification from the manufacture that the materials meet the requirements of these specifications and intended use. Certification of test results confirming that the liner and resin meet the minimum chemical resistance requirement according to ASTM F1216 or ASTM 1753 depending upon which installation method is used.
4. Details on all lining materials and resins. Include calculations for the volume of resin to be used for each segment including the calculated amount of excess resin necessary to account for liner material properties, changes in the resin's physical and chemical characteristics due to the polymerization and the structural condition of the gravity pipe. Color of the resin shall also be identified.
5. Flow diversion plan for the mainline including services laterals (if applicable). This will include a specific plan for each individual manhole section which identifies location of bypass pipe, method of crossing individual driveway/street intersection, pumping capacity and location of equipment within the street. Generic bypassing plans will be rejected as incomplete.
6. Detailed method for samplings, including recommended location and size of each sample, method of removal and method of liner repair including a procedure to repair the cured liner when core/plate samples are taken.
7. Detailed description of the wet out process. Include tube and resin manufactures wet out recommendations including the roller gap, material feed speed and vacuum requirements for each liner size and thickness. If wet out occurs off-site, provide certification by the person in responsible charge that the entire wet out process including handling and delivery to the site followed the defined procedures.
8. A letter identifying the cleaning methods Contractor plans to employ to remove sediment, debris, grease, scale, encrustation, mineral deposits and roots throughout the gravity pipe to be lined and in the structures to be repaired. The letter shall include a detailed explanation of the cleaning process and a schedule of activities.
9. Name of resin supplier and liner fabric supplier. Resin manufacturer installation procedures including curing and cooling temperature and time requirements and sequences. Provide detailed calculations to confirm the liner thickness for the proposed resin system. List all assumptions, design criteria and material characteristics whether they are based on the information in the specifications, plans or not.
10. Technical data showing that the cured CIPP system meets the chemical resistance and corrosion resistance requirements of this specification section.
11. Manufacturer's or Assembler's certification that the liner materials and system are in compliance with the specifications, codes, and standards referenced herein.
12. Manufacturer's or Assembler's recommendations for factory and field (whichever applies) wet out procedures including: volume of resin per unit of liner, roller gap setting, mixing ratios and procedures for resin and catalyst/hardener,

shelf life of resin, pot life of resin, required wet out procedure to ensure full saturation, and other criteria deemed necessary to ensure proper wet out of the liner.

13. Manufacturer's or Assembler's certification that all Manufacturer's or Assembler's wet out recommendations have been followed on all lengths of CIPP which have factory wet out.
14. Manufacturer's or Assembler's recommendations for storage procedures and temperature control, handling and inserting the liner, curing details and minimum equipment requirements to allow for an adequate installation.
15. Manufacturer's or Assembler's recommendations for minimum and maximum pressures, temperatures, and time durations to be used during liner inversion, cure, and cool down for each shot installed.
16. Data on Contractor's equipment to be used on site including: type and tolerance of temperature gages and thermocouples used to monitor cure temperature; type and tolerance of equipment used to generate liner inversion pressure; make model, and technical data of all equipment used to generate heat for the curing process; make, model and technical data of backup equipment used to maintain curing temperature; approximate size of vehicle(s) which carries the CIPP pipe and installation equipment.
17. Procedures for cool down and relieving static head after CIPP cure.
18. CIPP samples in accordance with Paragraph 3.04A of this section.
19. Data-logger output in printed and electronic (excel spreadsheet) formats.
20. Material Safety Data Sheets for resins, hardeners, solvents, and all other compounds or chemicals to be used on job site.
21. Hydrophillic end seal material to be used and each manhole and method of installation.
22. Name and location of the testing laboratory to perform CIPP tests. Provide certification that each test shall be performed by a laboratory with an American Association for Laboratory Accreditation (A2LA) for the specific test to be performed.

B. Closeout Documents:

1. Submit the pressure and temperature data for each segment. This includes at a minimum the temperature of the hot water, steam, and/or interior of the liner and the temperature of external thermocouples.
2. Provide CCTV inspection video
3. Material testing documentation in accordance with Paragraph 3.04

## 1.06 QUALITY ASSURANCE

- A. The Manufacturer or Assembler shall send a representative familiar with CIPP processes for a single visit to be on site for installation of the first run between two manholes.
1. The Manufacturer or Assembler's representative shall provide certification to the Project Representative stating that the Contractor's installation methods meet the Manufacturer or Assembler's requirements.
  2. After the initial installations, the product Manufacturer or Assembler's representative shall meet with the Owner to discuss inspection items that the Owner should observe and record for subsequent installations. Inspection items include pre-installation activities, product identification, installation procedures, equipment operations, and post installation activities.
- B. The finished CIPP shall be continuous over the entire length of an insertion run between two manholes or access points and shall be free from visual defects such as foreign inclusions, dry spots, pinholes, and delamination.
- C. Wrinkles in the finished CIPP liner that cause a backwater of 1/2-inch or more or reduce the hydraulic capacity of the pipe are unacceptable and shall be removed and repaired by the Contractor at the Contractor's expense. Methods of repair shall be proposed by Contractor and submitted to the Project Representative for review. No wrinkles in the CIPP are allowed within 4 feet of liner terminations at manholes. Refer to Paragraph 3.04.B for additional conformance standards.

#### 1.07 LICENSING AND CERTIFICATION

- A. The Contractor or subcontractor installing the CIPP shall have a current license agreement with the product Manufacturer or Assembler.
- B. Individuals installing the CIPP shall be certified by the product Manufacturer or Assembler.
- C. Lining installation shall be in accordance with the requirements of the product Manufacturer or Assembler and as directed by their Technical Representative. This includes the correction of defective work.

#### 1.08 WARRANTY

- A. The Contractor shall warrant each mainline, lateral, and side sewer lined with the specified product against defects in materials, surface preparation, lining application, and workmanship for a period of 24 months from the date of final acceptance of the project. The Contractor shall, within one month of written notice thereof, repair defects in materials or workmanship that may develop during said 24-month period. Defects shall be defined as: evidence of visible leakage of groundwater through the CIPP system, delamination of any portion of the CIPP system as visible from CCTV inspection, or separation of any part of the CIPP system from the host pipe to the extent that the CIPP system inside diameter in the separated area is 95 percent or less of the completed CIPP system inside diameter. The Contractor shall also repair any damage to other work; damage to sewer system components, damage to buildings, houses or environmental damage caused by the backup of the sewer because of the failure of the lining system; or repairing of the same.

- B. Repairs shall include removal of the existing liner and re-lining if possible, or excavation and replacement of the section of pipe where the defect occurs.

## **PART 2 MATERIALS**

### **2.01 CURED IN PLACE PIPE LINER**

- A. The CIPP shall consist of one or more layers of flexible needled felt or an equivalent non-woven material, or a combination of non-woven and woven materials capable of carrying resin, withstanding installation pressures.
  - 1. The CIPP shall be continuous in length and the wall thickness shall be uniform. No overlapping sections shall be allowed in the length of the liner. No overlapping sections shall be allowed in the circumference of the liner when felt liner is used.
  - 2. The CIPP will be capable of conforming to offset joints, bells, and disfigured pipe sections. It shall be able to stretch to fit irregular pipe sections and negotiate bends.
  - 3. The CIPP resin shall be compatible with the liner fabric, other rehabilitation systems it may contact, and the host pipe materials.
  - 4. Seams in the CIPP shall be stronger than the non-seamed felt.
  - 5. The CIPP shall be marked at regular intervals along its entire length, not to exceed 5 feet. Markings shall include Manufacturer's or Assembler's name or identifying symbol.
  - 6. The CIPP liner shall be manufactured with materials from a consistent supplier. All materials of similar type shall be from a single source for the entire project.
- B. The CIPP shall be fabricated to a size that, when installed, will tightly fit the internal circumference and length of the original pipe.
  - 1. Allowance shall be made for circumferential stretching during the installation process.
  - 2. The hydraulic capacity of the CIPP shall be greater than or equal to the hydraulic capacity of the original host pipe, based on hydraulic calculations with standard engineering roughness coefficients.
- C. The liner thickness shall be 4.5 mm or greater. The thickness shall be sufficient to prevent groundwater from entering the pipe, while maintaining the maximum cross-sectional pipe area possible.
- D. For liners inserted by the inversion method, the CIPP shall be coated on one side with translucent waterproof coating of:
  - 1. Polyvinyl chloride (PVC)
  - 2. Polyurethane



3. Polyethylene
- E. For liners inserted by the pull/winch method, the CIPP shall be coated on one side with a translucent waterproof coating of:
    1. Polyvinyl chloride (PVC)
    2. Polyurethane
    3. Polyethylene
    4. Polypropylene
    5. Or approved equal
  - F. Subject to these specifications, the following manufacturers or assemblers are acceptable:
    1. Gelco Services Inc. (Salem, OR)
    2. C.I.P.P. Corporation (Hudson, IA)
    3. Perma-Liner Industries, Inc. (Clearwater, FL)
    4. LMK Enterprises Inc. (Ottawa, IL)
    5. Insituform Technologies, Inc. (Chesterfield, MO)
    6. Masterliner Inc. (Hammond, LA)
    7. Michels Corporation
    8. Or approved equal.
  - G. UV-cured pipe will also be considered, if all performance requirements of this specification are met and approved by Engineer.

Minimum thickness of UV liner, if approved shall be 3 mm for all installations with final thickness as stamped by the engineer.

## 2.02 RESIN

- A. A general purpose, unsaturated thermosetting, polyester, vinyl ester, or epoxy resin compatible with the fabric liner material, host pipe material, and other rehabilitation products that the resin may contact. No part of the properly curer liner shall be less than 100 percent saturated by resin.
- B. Resin shall meet or exceed the physical properties listed in Section 2.03 and shall not be created from recycled materials.
- C. Resin shall form no excessive bubbling or wrinkling during lining.
- D. Resin shall be manufactured with materials from a consistent supplier. All materials of similar type shall be from a single source for the entire project.
- E. The resin shall have no fillers added for the sole purpose of increasing the resin volume.

## 2.03 PHYSICAL PROPERTIES

- A. The composite materials of the fabric liner tube and resin shall, upon installation inside the host pipe, exceed the minimum test standards specified by the American Society for Testing and Materials based upon restrained sample cured in host pipe and flat plate sample:

Physical Properties

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Flexural Strength (ASTM D790)	4,500 psi
Flexural Modulus (ASTM D790)	
Short Term	250,000 psi
Long Term	125,000 psi

- B. The CIPP after installation shall be corrosion resistant to withstand exposure to sewage gases containing quantities of hydrogen sulfide, carbon monoxide, diluted sulfuric acid, and other chemical reagents typical of sewage conveyance. Chemical resistance of the installed CIPP shall meet the chemical resistance requirements of ASTM F1216.
- C. The wall color of the interior pipe surface of the CIPP after installation shall be a light reflective color.
- D. The hydraulic profile of the installed CIPP shall be maintained as large as possible. The CIPP shall have at a minimum the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using commonly accepted roughness coefficients for the existing pipe material taking into consideration its age and condition.

#### 2.04 PRESSURE GROUT

- A. Chemical grout designed for injection to seal leaks in manhole walls. AV-100 chemical grout as manufactured by Avanti International, or approved equal.

#### 2.05 PIPE PENETRATIONS AT MANHOLE

- A. Hydrophilic joint seal around pipe penetrations in manhole wall. Swellseal<sup>®</sup>8F by De Neeff Construction Chemicals, Insignia<sup>™</sup> Hydrophilic End Seal by LMK Technologies, Hydrotite Style DS-0520-351 or approved equal.

### PART 3 EXECUTION

#### 3.01 PREPARATION

- A. Make all necessary provisions to ensure service conditions and structural conditions of host pipe are suitable for installation and warranty of the liner. Provisions shall include, but are not limited to temporary sewer bypassing, temporary service interruption of side sewers tributary to the sewer main, correction of structural, and sealing of active infiltration through pressure grouting.
- B. Inspect and confirm the inside diameter, alignment, condition and length of each pipe segment to be lined. Use the data and information from this inspection to verify the size of the liner and refine the installation techniques. If unknown physical conditions in the work area are discovered during the investigation that materially differ from those ordinarily encountered by industry standards, notify the Engineer.

C. Bypass Pumping

1. The Contractor shall provide bypass pumping and/or diversion for acceptable completion of the liner installation. Bypass pumping shall consist of furnishing, installing, and maintain all power, primary and standby pumps, appurtenances and bypass piping required to maintain existing flows and services. Plans show the names of most, but not all major businesses that contribute sewage flows to each line. Contractor shall investigate further the additional tenants if necessary to complete this work. Refer to Section 02730, Paragraph 3.01 for additional bypass pumping requirements. No flow that will negatively affect the liner shall be allowed in pipe during CIPP installation.
2. Bypass pumping shall be done in such a manner as to not damage private or public property, or create a nuisance or public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic, and shall be redirected into the sanitary sewer system. Dumping or free flow of sewage on private property, gutters, streets, or into storm sewers is prohibited. All bypass piping shall have traffic rated fully enclosed ramps specifically designed for this type installation. Use of wooden ramps for driveways will not be allowed without specific permission of the Owner. Specifically, all work within the parking lot of Clackamas Promenade shall also be protected from the public. Any accidental spillage of sewage onto the pavement surface in this area shall be thoroughly cleaned to the satisfaction of the Owner to fully protect the general public from this exposure.
3. The Contractor shall take all necessary precautions including constant monitoring of bypass pumping to insure that no private residences or properties are subjected to a sewage backup or spill. The Contractor shall be liable for all cleanup, damages, and resultant fines in the event of a spill. After the work is completed, flow shall be restored to normal.

D. Temporary Interruption of Service

1. When it is necessary to shut down a private service lateral to perform the rehabilitation work, notify all the affected parties one week prior to and again 24 hours prior to the shutdown. Gravity pipe service shall not be out of service for more than eight hours and not between 6:00 p.m. and 8:00 a.m. without approval of the District.

E. Cleaning and Inspection of Existing Sewer

1. The Contractor shall be responsible for cleaning, inspecting, confirming the inside diameter and determining the condition of each manhole-to-manhole segment to be lined. The cleaning process shall include the removal of all roots. A television inspection witnessed by Owners Representative shall be performed by the Contractor after the sewer cleaning operation, point repairs and grouting is completed. All services that will be reinstated will be identified at this time and approved by the Owner. This may require dye testing or other means necessary by the Contractor to verify whether or not the service is live. The television inspection shall be completed in the same direction each time and shall be done with a CCTV color camera recoded in DVD format. A pivot head camera shall be used for all pipelines 6-inches in diameter or greater to allow detailed lateral inspection. A copy

of the television inspection video discs from all televising operations shall be provided to the District for review prior to the liner installation. Installation of the new liner shall commence within 48 hours of the final cleaning for each section of pipe from manhole to manhole. Installations delayed beyond the 48 hour period will require Contractor to clean the interior with a pressure washing operation again and thereby starting another 48 hour window for installation. Television inspection will not be required during the subsequent cleanings unless excessive debris in the opinion of the Owner are found in the downstream manhole for each section.

F. Removal of Obstructions

1. It shall be the responsibility of the Contractor to clear the line of obstructions such as solids, offset joints, protruding service connections or collapsed pipe that will prevent linear insertion. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment ( including but not limited to equipment capable of cutting, filing, shaving, etc.) or by remotely performed point repair methods acceptable to the Engineer, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Before any point repair excavation is pursued, the Contractor shall give the Engineer three (3) working days notice. Point repair excavation shall proceed only with the District's written authorization. The excavation process shall be completed by mechanical means with adequate trench shoring and dewatering of the trench as necessary. Backfill of all excavations shall be with Class C imported rock compacted to a minimum of 95% maximum density according to ASTM – T99. Pavement restoration shall match existing pavement.

G. Point Repairs

1. Clean and prepare pipe
2. Remove rolled gaskets, roots, mineral deposits, and other objects protruding into the pipe, internally with a remote controlled cutter.

H. Manholes

1. Protect all manholes to withstand forces generated by the equipment while installing the liner.

3.02 INSTALLATION

A. Resin Impregnation

1. The uncured resin in the original containers and the unimpregnated fiberfelt tube shall be impregnated by vacuum or other means prior to installation. The materials and 'wet-out' procedure shall be subject to inspection by the Owner. A resin and catalyst system that re compatible with the requirements of the method shall be used.
2. The impregnated liner bag shall be transported to and stored at the site in such a manner that it will not be damaged, exposed to direct sunlight, or result in any

public safety hazard. The impregnated liner bag shall be kept cool during shipment and storage. All materials shall be subject to inspection and review prior to installation

3. Use a volume of resin sufficient to fill all voids in the tube material at nominal thickness and diameter. Volume should be adjusted by adding excess resin for the change in resin volume due to polymerization and to allow for any migration of resin into the cracks and joints of the host pipe, per Manufacturer's or Assembler's recommendations.
4. The resin impregnated tube shall be stored in such a manner that it will not be damaged, exposed to direct sunlight, exposed to any curing environment, or result in a public safety hazard. All materials shall be subject to inspection and review prior to installation.

## B. Liner Installation

### 1. Inversion Method

- a. The impregnated tube shall be inserted through an existing manhole or other access point by means of the Manufacturer's or Assembler's recommended installation process and in accordance with ASTM F1216. The application of a hydrostatic head, compressed air, or other means shall fully extend the liner to the next designated manhole or termination point and inflate and firmly adhere the liner to the pipe wall.
- b. The rate of the liner installation shall not exceed the maximum rate recommended by the manufacturer. This installed rate shall be identified in the submittal of materials as provide in Section 01300.

2. When inversion is by hydrostatic head, the Contractor shall use methods which control the installation rate, accounting for the increase in hydrostatic head in pipes which have significant elevation change.

3. A Preliner may be installed between manhole sections at the option of the Contractor.

4. Insert continuous or properly trimmed hydrophilic waterstops at each structure opening approximately three inches from structure wall. Trimmed waterstop edges shall be butted up against each other at the crown of the pipe using a 45 degree miter cut or butted up horizontally against each other for a distance of 3 inches. Vertical overlap ( e.g. stacking) of the hydrophilic waterstops will not be allowed. Waterstops with any gap between the ends will not be accepted.

### 4. Pull/Winch Method

- a. The impregnated tube shall be pulled into place in accordance with ASTM F1743 within the host pipe with the aid of a power winch power winch that for felt tubes is equipped with a device to monitor the force and prevent excessive tension and tube elongation.

- b. The maximum allowable longitudinal elongation, or stretch, of the material shall be one (1) percent. The longitudinal stretch of the tube shall be gauged by comparing marker on the fully inserted tube to the actual length of pipe being rehabilitated.
- c. The Contractor shall use a flexible and impermeable calibration hose to inflate the tube. The calibration hose may or may not remain in the complete installation. Any dry tube or inflation hose material that enters the existing pipe that has not been previously vacuum impregnated with resin cannot be included in the structural wall of the CIPP. Hose materials remaining in the installation shall be compatible with the resin system used, shall bond permanently with the tube, and shall be translucent to facilitate post-installation inspection. Hose materials that are to be removed after curing shall be of non-bondable material.

### C. Curing

1. After placement of the liner is complete, follow submitted cure schedule in curing of line. Provide a suitable recirculation system capable of delivering air, steam, water or ultraviolet light, as required by the liner system manufacturer, uniformly throughout the section to achieve a consistent cure of the resin. Maintain the curing temperature or exposure times as recommended by the liner system manufacturer. Prevent excessive temperatures that could scald or bubble the liner. The rate of temperature rise during heating shall not exceed resin manufacturer's recommendations.
2. The heat source shall be fitted with continuous monitoring thermocouples to measure and record the temperature of the incoming and outgoing water or steam supply. The Contractor shall provide an additional continuous monitoring thermocouple placed between the impregnated felt tub and the pipe crown at the remote manhole to determine the temperature during the cure. The temperature during the cure shall follow resin manufacturer's recommendation.
3. Provide standby equipment to maintain the heat source supply. The temperature during the cure shall not be less than 130 degrees Fahrenheit at the boundary between the pipe wall and the liner unless otherwise directed by the Manufacturer or Assembler to meet resin system requirements.
4. The initial cure shall be deemed to be completed when inspection of the exposed portions of the liner appear hard and sound and the remote temperature sensors indicate that an exotherm reaction has occurred. The cure period shall be of duration recommended by the resin manufacturer during which time the recirculation of the water and/or air and cycling of the heat exchanger continuously maintain the required temperature.
5. Provide for vapor tight connections in the downstream structure such that minimal vapors enter downstream pipes. Alternatively and at no additional cost to the Owner, provide styrene reducing agents, venting and downstream plugs sufficient to prevent steam, styrene, or other odors from entering downstream buildings.

D. Cool Down

1. The hardened liner shall be cooled to a temperature below 100 degrees F before relieving the static head or pressure in the lined pipe and returning normal flow back in the system.
2. Care shall be taken to ensure that a vacuum is not induced which could damage the new CIPP during the release of head on the new CIPP.

E. Sealing at the Sewer Main and Manholes.

1. After the cool down period is complete perform final trimming and sealing of the liner at access structures. Provide a watertight seal between the CIPP and the host pipe at each manhole. Trim the finished ends of the liner to within one inch of manhole wall. Provide a smooth transition between the existing structure channel invert and the liner using a cementitious coating, or other approved material to prevent settling of sediment or debris and ponding of standing water.
2. Care shall be taken to ensure that a vacuum is not induced which could damage the new CIPP during the release of head on the new CIPP.
3. Seal all holes and voids in manhole walls immediately surrounding the new liner with a hydrophilic rubber joint seal and the approved chemical grout identified in Paragraph 2.05A and 2.06A of this section. Contractor shall verify with the CIPP manufacturer the mixture applied is compatible with the liner/resin system utilized. No water shall be able to migrate between the CIPP and the host pipe, otherwise the CIPP shall be considered defective and shall be repaired or replaced at the Contractor's expense.
4. Where new CIPP can be installed through manholes, leave bottom half in place to provide continuous run through manhole channel. Seal watertight at each wall penetration as described in Paragraph 3 above.

- F. Temperature and curing data shall be monitored and recorded by the Contractor throughout the process in accordance with manufacturer's recommendation. This shall specifically include data from all thermocouples for incoming and outgoing water or steam supply and at the remote manhole. Submit information for each lining to the Engineer.

### 3.03 SERVICE CONNECTION RESTORATION

- A. Restore service connections (also known as reinstating service connections) to the lined pipe by the following method:
1. Internally reconnected by using a pivot-headed CCTV camera and a remote cutting tool to locate the service connections from inside the lined pipe, cutting a hole matching the service connection diameter which may vary from 4" to 6" nominal opening, and grouting the area where the service connection enters the lined pipe to produce a water tight seal. Grouting at mainline need not be performed if service connection rehabilitation liners are installed. Provide a nearly full-diameter hole, free from burrs or projections and with a smooth and crack-free edge. The hole shall be 95 percent minimum and 100 percent maximum of the original service connection inside diameter. The invert of the service connection shall match the bottom of the reinstated service opening. Each active service connection shall be cut completely open and shall

have smooth edges with no protruding material capable of hindering flow or catching and holding solids contained in the flow stream. This specifically includes any portion of the cuttings that remain within the lateral invert or excess grout from packer operations. Excess grout shall be defined as a thickness of grout that given its location, size and geometry, could cause a blockage. The CCTV during cutting shall be recorded on DVD and shall include a pan and tilt view of entire lateral circumference following cutting. Any resultant leaks between host pipe liner at lateral shall be grouted watertight.

2. Each lateral connection shall be sealed from the mainline by packer injection grouting. Pressure inject grout through the lateral packer into the mainline connection joint and any visible deficiencies extending approximately two feet up the existing service lateral pipe. Equipment shall be designed to monitor the injection of material and determine when any leaks are sealed to a minimum of 0.5 psi per vertical foot of depth plus 2 psi; however, test pressure shall not exceed 10psi without approval of the Engineer. Once the designated pressure is displayed on the meter of the control panel, application of air pressure will be stopped and a 15 second waiting period will commence. The void pressure will be observed during this period. If the void pressure drop is greater than 2.0 psi within 15 seconds, the lateral will be considered to have failed the air test and shall be grouted and retested. The grout shall be chemical grout AV-100 as manufactured by Avanti International or approved. Confirm lateral flow after sealing of each lateral connection. If a grout blockage exists, the Contractor shall immediately clear the lateral at no additional cost to the satisfaction of the Engineer.

### 3.04 TESTING

#### A. Material Testing

1. All material testing shall be performed by a registered independent, third-party laboratory in accordance with the applicable ASMT test methods to confirm compliance with the requirements of these specifications.
2. The Contractor shall provide certified test results of the short term properties of the cured CIPP lining material from the actual installed liner as a minimum on one location per each liner insertion setup.
3. The cured CIPP liner shall be sampled and tested for flexural strength and flexural modulus (short term). Flexural strength and modulus shall be tested in accordance with the requirements of ASTM D790. The liner shall be in compliance with the physical properties stated under Paragraph 2.03A of this section. A certificate of compliance shall be provided for long term flexural modulus.
4. Minimum chemical resistance requirements shall be as stated in ASTM F1216, Section X2. Chemical solutions include Tap Water (pH 6-9), Nitric acid, Phosphoric acid, Sulfuric acid, Gasoline, Vegetable oil, Detergent and Soap at concentrations identified in Table X2.1. This test shall be required on a single installation for the project. The Engineer will determine which installation field sample shall be used for testing. If analytical results show that the finished CIPP does not meet the requirements of ASTM F1216, additional chemical resistance testing will be required at no additional cost to the Owner on another section of pipe.



B. Field Testing

1. Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6.
2. After completion of all CIPP insertions, service reconnections, and finish work at the manholes the sewer shall be video recorded with Owner Representative witnessing and a copy of the tape provided to the Owner.
  - a. Repair CIPP per the Manufacturer's or Assembler's recommendations if defects, including infiltration of groundwater is observed.
  - b. All service connections shall be accounted for and be unobstructed. This will include any residual grout or coupons from the CIPP liner section removed.
3. Conformance Standards and Remedies must meet or exceed the following:
  - a. No radially positioned (perpendicular to flow) wrinkles, fins or other discontinuities in the lower third of the pipe which exceed  $\frac{1}{2}$  inches in height, or more than 3 percent of the host pipe inside diameter; whichever is the least.
  - b. No radial wrinkles, fins or other discontinuities in the upper two-thirds of the pipe having a height of 5 percent or more of the host pipe inside diameter, unless approved. The requirement may be waved at the option of the Owner under specific circumstances.
  - c. No leakage through the liner.
  - d. No separation of the liner from the existing pipe
  - e. No delamination of CIPP layers.
  - f. If an installed liner has unacceptable wrinkles, fins, discontinuities, leakage, delamination, pinholes, soft spots, blisters, failed tests, or other defects, remedy the defect by installing a second liner, removing and re-installing a full-thickness liner, constructing a full pipe replacement, or installing a liner repair as approved.
  - g. Any necessary replacement repair also included all surface restoration to equal or better condition before repair was begun, as approved.

END OF SECTION

## SECTION 09600

### PROTECTIVE COATINGS - CONCRETE

#### PART 1 GENERAL

##### 1.01 DESCRIPTION

The work described within details a complete program for use on new or existing brick, steel or concrete structures including but not limited to wet wells, manholes, pump stations, digesters, large diameter pipe or other large wastewater structures. This section details the methods, procedures, materials and equipment as required to provide a corrosion resistant coating product that restores walls to original surface smoothness to the greatest extent possible and eliminates water infiltration and exfiltration.

##### 1.02 REFERENCES

- A. ASTM D4541 - Adhesion
- B. ASTM D412 - Tensile Strength (PSI)
- C. ASTM D412 - Elongation (%)
- D. ASTM D624 - Tear Strength (PLI)
- E. ASTM D2240 - Hardness
- F. ASTM D522 - Flexibility (1/8" mandrel)
- G. ASTM D4060 - Taber Abrasion (mg loss)
- H. SSPC SP-13 NACE No. 6 – Surface preparation of concrete.

##### 1.03 SUBMITTALS

All materials and procedures required to establish compliance with the specifications shall be submitted for review/approval. Submittals shall include at least the following:

1. Technical Data Sheet on each product used.
2. Material Safety Data Sheet (MSDS) for each product used.
3. ASTM References.
4. Descriptive literature, bulletins and or catalogs of materials. Literature shall be adequate to fully define manufacturers recommended specifications, component physical properties and chemical resistance, manufacturers recommendations for surface preparation techniques to be followed, environment restrictions and compatibility of material recommended by manufacturer (and those specified herein or proposed by Contractor) for stopping infiltration prior to coatings.
5. Work procedures including flow diversion plan, method of repair, etc.
6. Certified statement from coatings manufacturer that the contractor/installer is a currently approved installer of the proposed coating system.
7. Material and method for repair of leaks or cracks in wastewater structures.
8. Coatings manufacturer approved testing procedure that will be followed, indicating adequacy of surface preparation steps and acceptable environmental conditions prior to applying coating system.
9. Required experience with coating system applications. Provided name of projects, date of project, material applied, approximate square feet of coatings applied on each referenced project and contact information for the referenced projects owner.
10. Final installation report on each completed manhole.

## 1.04 WARRANTY

Contractor shall warrant the coating against failure for a period of 10 years. "Failure" will be deemed to have occurred if the protective lining fails to (a) prevent the internal deterioration or corrosion of the structure (b) protect the manhole substrate from contamination by sanitary sewage flows or (c) prevent groundwater infiltration. If any such failure occurs within 10 years of initial completion of work on a structure, the damage will be repaired to restore the lining at no cost to the Owner within 60 days after written notification of the failure. "Failure" does not include damage resulting from mechanical or chemical abuse or act of God. Mechanical or chemical abuse means exposing the lined surfaces of the structure to any mechanical force or chemical substance not customarily present or used in connection with structures of the type involved.

## 1.05 QUALITY ASSURANCE

- A. The manufacturer and/or applicator of the total coating system of wastewater structures shall be a company that specializes in the design, manufacture or installation of corrosion protection systems for wastewater structures. Applicator shall be competent in leak repair, surface preparation and corrosion materials application. Corrosion materials/products shall be suitable for installation in a severe hydrogen sulfide environment without any deterioration to the coating product over the lifetime of the manufactures' warranty period.
- B. The Contractor (or his subcontractor applying the coating system) shall be trained and certified by the manufacturer for the handling, mixing, application and inspection of the liner system as described herein. The Contractor (or his subcontractor applying the coating system) shall have successfully completed projects totaling a minimum of 10,000 square feet in the last 5 years using the specified coating system. In addition, the Contractor's project superintendent shall have a minimum of 5 successfully completed projects totaling a minimum of 5,000 square feet using the specified coating system.
- C. To ensure total unit responsibility, all materials and installation thereof shall be furnished and coordinated with/by one supplier/applicator who turnkeys the work and assumes full responsibility for the entire operation.
- D. At completion of the work, Contractor shall provide daily reports for all efforts including but not limited to: surface preparation, substrate conditions, ambient conditions application procedures, lining materials applied, material quantities, material batch number(s), description of work completed.
- E. The final rehabilitated manhole coating shall be designed to protect against all corrosive elements found in this sanitary sewer, shall be free of any infiltration, adhesion problems, coating pinholes, or any other elements that could affect the service life or operation of the manhole. Prior to application of final coatings, all infiltration shall have been completely stopped with materials fully compatible with the final coatings.

## PART 2 PRODUCTS

### 2.01 MATERIALS AND EQUIPMENT

- A. The materials to be utilized in the lining of wastewater structures shall be designed and manufactured to withstand the severe effects of hydrogen sulfide in a wastewater environment.
- B. Equipment for installation of lining materials shall be as recommended by the manufacture.
- C. The coating system to be utilized for wastewater structures shall be a multi-component liner system manufactured by CCI Spectrum, Inc. (Spectrashield System) , Raven Lining Systems, Inc. Raven 405 system, Tnemec System, or approved equal.

1. SPECTRASHIELD SYSTEM

a) Coating System identified is the minimum as recommended by Spectrashield- but may need to be modified, as approved, to meet the most stringent performance criteria specified in these documents.

<u>Installation</u>	<u>Material</u>
Moisture displacement barrier	Primer
Moisture barrier	Modified Polymer
Surfacer	Polyurethane/Polymeric blend foam
Final corrosion barrier	Modified polymer

b) Modified polymer shall be sprayable, solvent free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive wastewater environment with the following physical properties:

Tensile Strength, PSI	>2400
Elongation, %	>300
Tear Strength, PLI	>500
Shore A Hardness	96
100% Modulus, PSI	>2400

c) Polyurethane Rigid Structure Foam, low viscosity two-component, containing flame retardants with the following physical properties:

Density, nominal, core, lbs/ft <sup>3</sup> ASTM D-1622 @ 74° F	4-10
Compression Strength, ASTM D-1621 @74° F parallel rise; PSI	90-150
Closed Cell Content, % @ 74° F	Over 95
Shear Strength, PSI - ASTM C-273 @ 74° F	225-250

d) Total thickness of multi-component stress panel liner shall be a minimum of 500 mils.

## 2. RAVEN 405 SYSTEM

100% solids, solvent-free ultra-high-build epoxy spray applied monolithic liner system conforming to the following minimum physical characteristics

Product Type		Amine Cured Epoxy
VOC Content	ASTM D2584	0%
Compressive Strength	ASTM D695	>18,000 psi
Tensile Strength	ASTM D638	>7,500 psi
Flexural Modulus	ASTM D790	>500,000 psi
Adhesion to Concrete	ASTM D4541	Substrate (concrete) failure
Chemical Resistance	ASTM D534	Municipal sanitary sewer environment

- a) The complete Raven 405 Coating System shall be as recommended by Raven, in conformance with these specifications, and shall be applied only to properly prepared surfaces that will insure the required adhesion. Coating System may need to be modified as needed and as approved to meet the most stringent performance criteria specified in these documents.
- b) Patching, profiling and grouting mix shall be as required and recommended by the coating system manufacturer for suitability. It shall be mixed and applied according to the manufacturer's recommendations.
- c) Total thickness of Raven coating system shall be a minimum of 125 mils above the fully prepared substrates highest profile point.

## 3. TNEMEC SYSTEM

Protective Lining shall be comprised of 1) concrete repair mortar and/or epoxy resurfacer, 2) trowel applied liner (basecoat), and 3) epoxy glaze (topcoat).

- a) Wire Mesh Protective Coating: Provide Modified aromatic polyurethane primer for any exposed wire mesh within interior of manhole.
- b) Cementitious Repair Mortar: Trowelable grade rapid-setting cementitious repair mortar when concrete is deteriorated greater than a depth of 1/4-inch and when recommended by the Manufacturer to restore concrete and provide level substrate for application of the protective lining; or
- c) Epoxy Resurfacer: Epoxy-polymer modified cementitious resurfacer (thin overlay) applied to new or existing concrete to a depth up to 1/2-inch. Repair new or existing concrete and provide a uniform, level substrate for application of the protective lining; and
- d) Trowel applied high-build epoxy liner (basecoat) to provide a chemical, permeation, and abrasion resistant protective lining against physical and chemical attack phenomena typically associated with municipal wastewater headspace conditions; and
- e) Epoxy glaze coat (topcoat) to provide enhanced chemical, permeation, and abrasion resistance.

Contractor shall provide all accessory components such as polysulfide sealants, and curing compounds, as recommended by the manufacturer for maximum protective lining adhesion to substrate, and long-term service performance.

f) Modified Aromatic Polyurethane Primer:

<u>Properties</u>	<u>Tnemec Series 1 Omnithane®</u>
Minimum thickness	2.5 mills
Maximum thickness	3.5 mills
Application Working Time at 75°F	20 min

g) Epoxy modified Cementitious Resurfacer:

<u>Properties</u>	<u>Tnemec Series 218 Mortar Clad</u>
Minimum thickness	1/16 inch
Maximum thickness	½ inch
Application Working Time at 75°F	0 min
Bond Strength (ASTM D 7234)	
Applied to 1/16" Concrete	Concrete Failure/500psi
Compressive Strength (ASTM C 579)	7,100 psi
Curing Requirements (ACI 308)	
Method	Ambient Cure
Duration	15 hours
Flexural Strength (ASTM C580)	1,290 psi
Slant Shear (ASTM C882)	1,040 psi
Splitting Tensil (ASTM C496)79)	640 psi

h) Epoxy Lining, Trowel Mortar Protective Lining (basecoat):

<u>Properties</u>	<u>Tnemec Series 434 Perma-Shield H2S</u>
Application Time at 75°F	30 min
Color	Beige
Minimum Dry Film Thickness (DFT)	100 mils
Maximum Dry Film Thickness (DFT)	125 mils
Bond Strength (ASTM D 7234)	
Bare Concrete /Series 434	Concrete Cure
Bare Concrete/ Series 217/Series 434	Concrete Cure
Bare Concrete/ Series 218/Series 434	Concrete Cure
All exceeds the cohesive strength of the concrete	
Compressive Strength (ASTM D 695)	12,331 psi

i) Epoxy Lining, Glaze Protective Lining (topcoat):

<u>Properties</u>	<u>Tnemec Series 435 Perma-Glaze</u>
Application Time at 75°F	30 min
Color	Gray
Minimum Dry Film Thickness (DFT)	15 mils
Maximum Dry Film Thickness (DFT)	20 mils
Bond Strength (ASTM D 7234)	
Bare Concrete /Series 434	Concrete Cure

Bare Concrete/ Series 217/Series 434	Concrete Cure
Bare Concrete/ Series 218/Series 434	Concrete Cure
Compressive Strength (ASTM D 695)	9,427 psi
Elongation (ASTM D 638)	14.1%
Flexural (ASTM D 790)	
Strength	3,289 psi
Modulus of Elasticity	$3.0 \times 10^5$ psi
Shrinkage (ASTM C 531)	-0.06%
Tensile Strength (ASTM D 2370)	2,053psi

- D. Materials specified are those that have been evaluated for the specific service. Products of Spectrashield, Raven and Tnemec Company (along with performance requirements) are listed to establish a standard of performance and quality. Equivalent materials including warranty of other manufactures may be substituted on written approval of the Engineer.

### PART 3 EXECUTION

#### 3.01 INSPECTION

- A. Applicator shall take appropriate action to comply with all local, state and federal regulations including those set forth by OSHA, EPA, the Owner and any other applicable authorities.
- B. Prior to conducting any work, perform inspection of structure to determine need for protection against hazardous gases or oxygen depleted atmosphere.
- C. Submit plan for bypass pumping to Owner for approval prior to conducting the work. Refer to Section 02730, Paragraph 3.01 for specific information.
- D. New Portland Cement structures shall have endured a minimum of 28 days since manufacture prior to commencing installation of the coating product.

#### 3.02 SURFACE PREPARATION

- A. Divert flow from channel with sanitary sewer bypass system as specified in Section 02720, Sanitary Sewer Manholes.
- B. Conduct surface preparation program to include monitoring of atmosphere for hydrogen sulfide, methane, low oxygen or other gases, approved flow control equipment, and surface preparation equipment.
- C. Surface preparation methods may include high pressure water cleaning, hydro blasting, abrasive blasting, grinding, detergent water cleaning, hot water blasting and others to meet the latest edition of SSPC-SP13/NACE No. 6 requirements. The finished effort shall be suited to provide a uniform, sound clean neutralized surface suitable for installation of the specified coating product.
- D. Surface preparation method shall produce a cleaned, abraded and sound surface with no evidence of laitance, loose concrete, brick or mortar, oils, grease, chemical contaminants or debris, and shall display a surface profile suitable for application of coating product.

Concrete and/or mortar damaged by corrosion, chemical attack or other means of degradation shall be removed.

- E. After the defects in the structure are identified, repair all active leaks to the satisfaction of the Owner with a hydrophobic and/or hydrophilic sealant designed to stop infiltration of ground water by pressure injection as supplied by Avanti International ( AV-248-LV or AV-202-LV), SealBoss (1510 or FlexGel2), or as approved. This applies to all leaks into the manhole including any leaks between manhole and pipe wall ore even leaks from annular spaces between a host pipe and pipe liner.
- F. Repairs to exposed rebar, defective pipe penetrations or inverts, etc. shall be repaired utilizing quick setting hydraulic cement as manufactured by Euclid Chemical Company, BASF, Tnemec Series 217 mortar or equal.
- G. After completion of surface preparation inspect all areas to be coated for leaks, cracks, holes and any exposed rebar with the Owner and a representative from the coating supplier to verify the area is ready for application of the product.
- H. The entire interior manhole surface including the flow channel shall be prepared for application of the coating system. This will include removal of the existing manhole steps from each structure identified in the plans. Rungs shall be cut flush with the exterior walls to the satisfaction of the Engineer.
- I. Surface preparation shall be accepted by coating system manufacturer's authorized representative (which may be coatings applicator, if so identified in writing by coating system manufacturer) prior to application of the coating system.

### 3.03 COATING SYSTEM MATERIAL INSTALLATION

- A. Application procedures shall conform to recommendations of the manufacturer, including materials handling, mixing, environmental controls during application, safety and spray equipment.
- B. Spray equipment shall be specifically designed to accurately ratio and apply the coating system.
- C. Application of multi-component coating system shall be in strict accordance with manufacturer's recommendation.
  - 1. Final installation of Spectrashield system shall be a minimum of 500 mils or manufacture's recommended thickness to meet the required warranty described in Paragraph 1.03 of this Section. A permanent identification and date of work performed shall be affixed to the structure in a readily visible location.
  - 2. Final installation of a Raven 405 coating system shall be the greater of 125 mils or manufacture's recommended thickness to meet the required warranty described in Paragraph 1.04 of this Section. A permanent identification and date of work performed shall be affixed to each manhole structure in a readily visible location.
  - 3. Final installation of Tnemec system shall consist of the following: 1<sup>st</sup> System – apply Tnemec Series 1@ 3.5 mils dry covering any wire mesh exposed during surface



preparation. Refer to Paragraph 3.02.C for exposed wire mesh considerations. 2<sup>nd</sup> System - apply parge coats of Tnemec Series 218 to bring the finished surface flush with original plane of concrete filling all voids from any missing aggregate. The finished surface shall be prepared to a Class A finish (+/- 1/8" smoothness) as described in the latest version of ACI 117; 3<sup>rd</sup> System - apply Tnemec Series 434 H 2 S @ 100- 125 mils dry; 4<sup>th</sup> System - apply Tnemec Series 435 @ 15-20 mils dry. Contractor shall apply necessary "coats" of each individual Tnemec Series to achieve the required dry film thickness.

- D. Coating products shall interface with adjoining construction materials throughout the structure to effectively seal and protect concrete substrates from infiltration and attack by corrosive elements. Procedures and materials necessary to effect this interface shall be as recommended by the primary coating products manufacturer.
- E. Termination points of the coating products shall be made at the manhole frame and cover.
- F. The finished surfaces shall be relatively smooth, free of ridges, wrinkles and sags. Special care shall be used to insure a smooth transition between the manhole invert and the intersecting pipeline inverts such that flow will be impaired. Should any of these conditions occur, the liner shall be repaired according to the manufacturer's standards or liner shall be rejected and removed at Contractor's expense.
- G. Sewage flow shall be bypassed or diverted for application of the coating system to the full invert and interface with pipe materials.
- H. Provide final written report (including photographs) to Owner detailing the location, date of repair, and description of repair done in each manhole. Daily written reports given to owner's representative are to include ambient conditions measured at the time of coating, including relative humidity, manhole wall surface temperature, dew point, ambient temperature and wet-film thickness measurements of coating to insure stated compliance for materials applied.

### 3.04 TESTING

- A. Contractor shall notify the Engineer upon completion of surface preparation work at least 2 hours prior to application of the initial coating in order to conduct a visual inspection of surface preparation work. Acceptance of the final preparation by the Engineer does not impact the validity of the warranty by the Contractor. Contractor is fully responsible for providing a finished product that will meet or exceed the required warranty described in Paragraph 1.04 of this Section.
- B. Contractor shall provide the services of an independent testing agency approved by the Owner to verify that all surfaces are coated sufficiently and no holidays or pinholes exist through to the substrate. Testing will include a high voltage test in accordance with the latest version of ASTM D 4748 (Standard Practice for Continuity Verification of Liquid or Sheet Lining Applied to Concrete Substrates) and/or NACE SPO 188.
  - 1. Perform test after the manufacturers minimum cure times have elapsed after application of the last coat in order to develop sufficient physical properties in the coating to withstand the high voltage arc.
  - 2. High voltage setting shall be sufficient to arc through a distance of one-half

inch to ground.

3. Circle all indications with a dark felt tip pen.
  4. A double application of the final corrosion protection coat will be made so as to completely cover the indicated holiday and no visible marks showing through the final coat. Retest recoated areas to confirm conformance to requirements.
- C. Coating Adhesion: After coating system application and cure, measure and record the results of a minimum of three passing adhesion tests, without glue failures, in two manholes as directed by engineer. Tests shall be per ASTM D4541 as modified herein. Utilize 20 mm test dollies and a calibrated portable pull-off adhesion tester. Document any test failure mode, whether failure is within concrete, failure is within coating or failure is at the concrete/coating interface. Failure of the dolly adhesive shall require retesting. Prior to conducting the pull test, the coating shall be scored around the dolly to just above the substrate by mechanical means without disturbing the dolly or bond within the test area. If the testing damages the coating, spot repair the test location while following manufacturer's recommendations. Failure of the coating/concrete interface with less than 20% of the substrate adhering to the coating and less than 300-psi pull-off strength, shall be deemed a coating system failure and the contractor shall remove the coating to soundly adhered edges, re-perform surface preparation procedures, and recoat the failed surfaces, at contractor's cost. Low pull-off strength values (<150 psi) will require additional testing/evaluation to determine potential adhesion defects at the sole discretion of Owner's representative.
- D. All manholes shall be visibly inspected after completion of coating system and again during warranty period. No visible leakage or lack of adhesion will be allowed.

END OF SECTION

SITE SPECIFIC SAFETY PLAN  
CERTIFICATION

APPENDIX A



# SITE SPECIFIC SAFETY PLAN CERTIFICATION

Contractor performs all operations in strict accordance with all applicable standards set by Oregon Occupational Safety and Health Division (OR-OSHA), including, but not limited to Oregon Administrative Rules (OAR) 437, Chapter 2, Sections 141 – 147 (29 CFR Part 1910, 29 CFR Part 1926).

Contractor creates and maintains a Site-Specific Safety Plan, which is require on-site through the entirety of the project. The Contractor's Safety Manager is trained and knowledgeable in all safety requirements and shall be responsible for the compliance with all applicable safety requirements. All job personnel are knowledgeable of and comply with the Site Specific Safety Plan requirements.

The Site-Specific Safety Plan includes the following basic elements:

- Policy or goals statement
- List of responsible persons, including 24 hour contact information
- Hazzard identification and assessment (Job Hazard Analysis)
- Hazzard controls and safe practices
- Emergency and accident response
- Confined Space Entry Plan, including the Rescue Plan
- Emergency Spill Response Plan
- Pollution Control Plan
- Employee training and communication
- Recordkeeping

Contractor acknowledges that they are solely and completely responsible for the safety of the construction site, including, but not limited to, the safety of all persons and property present at the site at any time until final completion and acceptance by District.

I, \_\_\_\_\_ (the undersigned Contractor), affirm that I comply with the above information.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

DRAFT UTILITY PERMITS

APPENDIX B





## GENERAL PROVISIONS FOR POLELINE, PIPELINE, BURIED CABLE, AND MISCELLANEOUS PERMITS

Revised January 2015

<b>APPLICANT: WATER ENVIRONMENT SERVICES</b>	
<b>HIGHWAY: US-26 / 26 / MT. HOOD</b>	<b>MP: 43.7</b>

All checked () provisions apply.

### WORKSITE

1. Permittee must call for utility locates before digging ("Call Before You Dig!" 1-800-332-2344 or 8-1-1) per Oregon Administrative Rules (Chapter 952, Division 1). You may be held liable for damages. Premarking of excavation areas is required.
2. Permittee shall have a copy of this permit and all attachments at the work site. They shall be available to the District Manager or representative at their request.
3. Permittee shall acknowledge, in writing, receipt and review of Oregon Administrative Rules (Chapter 734, Division 55) governing miscellaneous facilities and operations on the highway right of way as the governing provisions of permit or agreement. Copies of this rule may be obtained from any district maintenance office.
4. Permittee shall review the Oregon Administrative Rules (Chapter 734 Division 55) governing miscellaneous facilities and operations on the highway right of way as the governing provisions of this permit or agreement. Web site: [http://arcweb.sos.state.or.us/rules/OARS\\_700/OAR\\_734/734\\_055.html](http://arcweb.sos.state.or.us/rules/OARS_700/OAR_734/734_055.html)
5. Access control fence must be maintained during construction and restored to its original or better condition after construction is complete.
6. The permittee shall not use state highway right of way to display advertising signs or merchandise of any kind.
7. The stopping and parking of vehicles upon state highway right of way for the maintenance of adjoining property or in furtherance of any business transaction or commercial establishment is strictly prohibited.
8. All grass and small brush within the work area shall be rotary or flail mowed to ground level prior to the beginning of work to facilitate clean up.
9. Disturbed areas shall be reseeded with grass native to the area in an appropriate seeding time.
10. The spreading of mud or debris upon any state highway is strictly prohibited and violation shall be cause for immediate cancellation of the permit. Clean up shall be at the applicant's expense. The highway shall be cleaned of all dirt and debris at the end of each work day, or more frequently if so determined by the District Manager or representative.
11. Permittee shall replace any landscape vegetation or fences that are destroyed. Any damage that is not fully recovered within 30 days (weather permitting) shall be replaced by ODOT at the expense of the permittee. A "plant establishment" shall be understood to be part of the planting work to assure satisfactory growth of planted materials. The plant establishment period will begin when the original planting and all landscape construction has been completed and approved. The length of the establishment period will be one calendar year or as defined in the permit Special Provisions.
12. Permittee shall install and maintain landscaped area as shown on the attached drawings. Planting shall be limited to low-growing shrubs, grass or flowers that do not attain sufficient height to obstruct clear vision in any direction. The Oregon Department of Transportation (ODOT) shall have the right to remove said landscaping at any time such removal may appear to be in the public interest, without liability or loss, injury, of damage or any nature whatsoever.

## TRAFFIC

- 13. During construction or maintenance, the work area shall be protected in accordance with the current [Manual on Uniform Traffic Control Devices \(MUTCD\)](#), Federal Highway Administration, U.S. Department of Transportation, and the Oregon Department of Transportation supplements thereto. Flaggers must have a card or certificate indicating their completion of an approved work zone traffic control course. All traffic control devices shall be maintained according to the American Traffic Safety Services Association (ATSSA), Quality Standards for Work Zone Traffic Control Devices handbook.
- 14. Permittee shall provide a detailed traffic control plan for each phase of the work, showing signs and cones. Plans shall be reviewed by Oregon Department of Transportation in advance of construction or maintenance.
- 15. All damaged or removed highway signs shall be replaced by the permittee. Installation shall be according to MUTCD standards or ODOT specifications, and shall be completed as soon as possible but no later than the end of the work shift.
- 16. No lane restrictions are permitted on the roadway during the hours of darkness, on weekends, or between 6:00 AM and 9:00 AM, or 3:00 PM and 6:00 PM (Monday through Friday) without prior approval by ODOT.
- 17. Hours of work shall be .

## DRAINAGE

- 18. On-site storm drainage shall be controlled within the permitted property. No blind connections to existing state facilities are allowed.
- 19. Excavation shall not be done on ditch slopes. Trench excavation shall either be at ditch bottom or outside ditch area. (Minimum depth at bottom of ditch shall be 36 inches; minimum depth outside of ditch shall be 42 inches).
- 20. Only earth or rock shall be used as fill material and shall slope so as not to change or adversely affect existing drainage. Fine grade and seed the finished fill with native grasses to prevent erosion.
- 21. A storm drainage study stamped by an Oregon Registered Professional Engineer (PE) is required. The study must meet standards of the National Pollution Discharge Elimination Systems (NPDES) when any of the following conditions apply:
  - Whenever a four inch pipe is inadequate to serve the developed area,
  - development site is one acre or larger in size and directly or indirectly affects state facilities,
  - or as directed by the District Manager or representative.
- 22. Permittee shall provide on-site retention for storm water runoff that exceeds that of the undeveloped site.
- 23. All water discharged to an ODOT drainage system must be treated prior to discharge. All requests for connection to an ODOT storm system must meet any requirements of the National Pollutant Discharge Elimination System (NPDES). This may include local jurisdiction approval of on-site water quality treatment facilities and/or development of an operation and maintenance plan for any on-site water quality treatment facility, as determined by local jurisdiction.

## EXCAVATION / CONSTRUCTION

- 24. The following ODOT documents and any supplements and subsequent revisions thereto, where applicable and not otherwise superseded by the permit language herein, but only to the extent that they provide standards and performance requirements for work to be performed under the permit, shall be incorporated for use in the permit:

“Oregon Standard Specifications for Construction (2015)”. ODOT shall have authority over acceptance of all materials and workmanship performed under this permit as stated in Section 00150.00 of the “Oregon Standard Specifications for Construction (2015).”

For additional Supplemental and Special Provisions please refer to:  
[http://www.oregon.gov/ODOT/HWY/SPECS/standard\\_specifications.shtml](http://www.oregon.gov/ODOT/HWY/SPECS/standard_specifications.shtml) Standard Specification books are available on this site.
- 25. Open cutting of pavement is allowed in areas specifically approved by District Manager or representative.
- 26. Trench backfill shall be according to the attached typical drawing, marked as Exhibit A.

- 27. Open cutting of the highway is allowed with construction in accordance with OAR 734-55-0100. All excavation in paved areas shall be backfilled and the roadway surface patched before the end of each shift. In special cases where steel plates are allowed, said plates shall be pinned and a temporary cold patch applied to the edges. The permittee shall be fully responsible for monitoring and maintenance of temporary patching and steel plating.
- 28. Compaction tests shall be required for each open cut per Oregon Standard Specification for Construction. Compaction tests shall be conducted once for every 300 lineal feet per lift of continuous trench according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent Compaction shall be 95%. At the discretion of the District Manager or representative, results of compaction test shall be provided to District Manager or representative at applicants' expense.
- 29. Control Density Fill (CDF) shall be used as surface backfill material in place of crushed rock in open trenches that impact the travel portions of the highway. A ¾"-0, or 1"-0 rock will be used for the aggregate. The amount of cement used shall not exceed 3.0% of the total mixture's weight. Maximum compressed strengths must not exceed 250 pounds per square inch (psi).
- 30. Surface restoration shall be a minimum of eight inches of hot asphalt-concrete (AC), compacted in two inch lifts, or match existing pavement depth, whichever is greater. Sand-seal all edges and joints.
- 31. All aggregate shall conform to Oregon Standard Specification for Construction, Section 02630 - Base Aggregate.
- 32. Any area of cut or damaged asphalt shall be restored in accordance with the included attachment "T-Cut Typical Section" drawing. For a period of two years following the patching of paved surface, permittee shall be responsible for the condition of permittee's pavement patches, and during that two year period shall repair to District Manager or representative satisfaction any of the patches which become settled, cracked, broken, or otherwise faulty.
- 33. An overlay to seal an open-cut area shall be completed prior to the end of the construction season, or when minimum temperature allows per "Oregon Standard Specification for Construction (2008)" and any subsequent revisions thereto. Typical overlay shall be 1.5 inches deep and cover the affected area from edge of pavement to edge of pavement, and taper longitudinally at a fifty feet to one inch (50' : 1") ratio. Taper may be adjusted by the District Manager as required. For a period of two years following this patching of the surface, the permittee shall be responsible for the condition of said pavement patches, and during that time shall repair to the District Manager or representative's satisfaction any of the patches which become settled, cracked, broken or otherwise faulty.
- 34. Highway crossings shall be bored or jacked. Bore pits shall be located behind ditch line or in areas satisfactory to the District Manager or representative. Unattended pits shall either be protected by a six-foot fence, backfilled, or steel plated and pinned.
- 35. Permittee shall install a "tracer wire" or other similar conductive marking tape or device, if installing any non-conductive, unlocatable underground facility, in order to comply with Oregon Utilities Coordination Council (OUCC), per OAR 952-01-0070 (6).
- 36. Trench backfill outside of ditch line or in approved areas can be native soil compacted at optimum moisture in twelve inch layers to 90% or greater of the maximum density.
- 37. Native material that is found to be unsatisfactory for compaction shall be disposed of off the project and granular backfill used.
- 38. Trench backfill in rock slope or shoulder shall be crushed 1"-0 or ¾"-0 size rock compacted at optimum moisture in eight-inch layers. Compaction tests shall be conducted according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent compaction shall be 95%. At the discretion of the District Manager or representative, results of compaction tests shall be provided to District Manager or representative at applicant's expense.
- 39. Where excavation is on fill slope steeper than a two to one (2:1) ratio, slope protection shall be provided using four-inch size rock laid evenly to a minimum depth of twelve inches.
- 40. No more than 300 feet of trench longitudinally along the highway shall be left open at any one time and no trench shall be left in an open condition overnight.
- 41. Areas of disturbed cut and fill slopes shall be restored to a condition suitable to the District Manager or representative. Areas of erosion to be inlaid with an acceptable riprap material.



- 42. All underground utilities shall be installed with three-foot or more of horizontal clearance from existing or contract plans guardrail posts and attachments. All non-metallic water, sanitary and storm sewer pipe shall have an electrically conductive insulated Number 12-gauge copper tracer wire the full length of the installed pipe using blue wire for water and green for storm and sanitary sewer piping.
- 43. Any area of cut or damaged concrete shall be restored in accordance with the attached Typical Section-Pipe Section under sidewalk.
- 44. Utility markers and pedestals shall be placed as near the highway right-of-way line as practical. In no case shall pedestals and line markers be located within the highway maintenance area.
- 45. No cable plowing is allowed within the lateral support of the highway asphalt (i.e. at six feet lower than the edge of the asphalt, no plowing within nine feet of the edge of the asphalt).
- 46. Review by ODOT Bridge Engineers is required for all proposed bridge and structure attachments and for utility or any facilities to be installed within sixteen feet of bridge foundations, supports, walls or related, or within the influence zone of bridge facilities.

**MISCELLANEOUS**

- 47. Permittee shall be responsible and liable for (1) investigating presence/absence of any legally protected or regulated environmental resource(s) in the action area; (2) determining any and all restrictions or requirements that relate to the proposed actions, and complying with such, including but not limited to those relating to hazardous material(s), water quality constraints, wetlands, archeological or historic resources(s) state and federal threatened or endangered species, etc., (3) complying with all federal, state, and local laws, and obtaining all required and necessary permits and approvals.
- 48. If the permittee impacts a legally protected/regulated resource, permittee shall be responsible for all costs associated with such impact, including, but not limited to all costs of mitigation and rehabilitation, and shall indemnify, and hold ODOT harmless for such impacts and be responsible and liable to ODOT for any associated costs or claims that ODOT may have.
- 49. Plans are approved by ODOT in general only and do not relieve the permittee from completing construction improvements in a manner satisfactory to ODOT. The District Manager or representative may require field changes. When revisions are made in the field, permittee is responsible to provide "as built" drawings, within 60 days from completion of highway improvements, and shall submit them to the District Office issuing the permit.
- 50. Permittee shall be responsible for locating and preserving all existing survey monumentation within the work area in accordance with ORS 209.150 and/or 209.155. If monumentation or its accessories are inadvertently or otherwise disturbed or destroyed, applicant shall be responsible for all costs and coordination associated with it's reestablishment by a professional licensed surveyor.

By this signature applicant accepts all checked () provisions (4 pages).

Applicant signature:	Date:
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# GENERAL PROVISIONS FOR POLELINE, PIPELINE, BURIED CABLE, AND MISCELLANEOUS PERMITS

Revised January 2015

<b>APPLICANT: WATER ENVIRONMENT SERVICES</b>	
<b>HIGHWAY: OR-212 / 174 / CLACKAMAS - BORING</b>	<b>MP: 7.00 - 7.02</b>

All checked () provisions apply.

## WORKSITE

1. Permittee must call for utility locates before digging ("Call Before You Dig!" 1-800-332-2344 or 8-1-1) per Oregon Administrative Rules (Chapter 952, Division 1). You may be held liable for damages. Premarking of excavation areas is required.
2. Permittee shall have a copy of this permit and all attachments at the work site. They shall be available to the District Manager or representative at their request.
3. Permittee shall acknowledge, in writing, receipt and review of Oregon Administrative Rules (Chapter 734, Division 55) governing miscellaneous facilities and operations on the highway right of way as the governing provisions of permit or agreement. Copies of this rule may be obtained from any district maintenance office.
4. Permittee shall review the Oregon Administrative Rules (Chapter 734 Division 55) governing miscellaneous facilities and operations on the highway right of way as the governing provisions of this permit or agreement. Web site: [http://arcweb.sos.state.or.us/rules/OARS\\_700/OAR\\_734/734\\_055.html](http://arcweb.sos.state.or.us/rules/OARS_700/OAR_734/734_055.html)
5. Access control fence must be maintained during construction and restored to its original or better condition after construction is complete.
6. The permittee shall not use state highway right of way to display advertising signs or merchandise of any kind.
7. The stopping and parking of vehicles upon state highway right of way for the maintenance of adjoining property or in furtherance of any business transaction or commercial establishment is strictly prohibited.
8. All grass and small brush within the work area shall be rotary or flail mowed to ground level prior to the beginning of work to facilitate clean up.
9. Disturbed areas shall be reseeded with grass native to the area in an appropriate seeding time.
10. The spreading of mud or debris upon any state highway is strictly prohibited and violation shall be cause for immediate cancellation of the permit. Clean up shall be at the applicant's expense. The highway shall be cleaned of all dirt and debris at the end of each work day, or more frequently if so determined by the District Manager or representative.
11. Permittee shall replace any landscape vegetation or fences that are destroyed. Any damage that is not fully recovered within 30 days (weather permitting) shall be replaced by ODOT at the expense of the permittee. A "plant establishment" shall be understood to be part of the planting work to assure satisfactory growth of planted materials. The plant establishment period will begin when the original planting and all landscape construction has been completed and approved. The length of the establishment period will be one calendar year or as defined in the permit Special Provisions.
12. Permittee shall install and maintain landscaped area as shown on the attached drawings. Planting shall be limited to low-growing shrubs, grass or flowers that do not attain sufficient height to obstruct clear vision in any direction. The Oregon Department of Transportation (ODOT) shall have the right to remove said landscaping at any time such removal may appear to be in the public interest, without liability or loss, injury, of damage or any nature whatsoever.

## TRAFFIC

- 13. During construction or maintenance, the work area shall be protected in accordance with the current [Manual on Uniform Traffic Control Devices \(MUTCD\)](#) , Federal Highway Administration, U.S. Department of Transportation, and the Oregon Department of Transportation supplements thereto. Flaggers must have a card or certificate indicating their completion of an approved work zone traffic control course. All traffic control devices shall be maintained according to the American Traffic Safety Services Association (ATSSA), Quality Standards for Work Zone Traffic Control Devices handbook.
- 14. Permittee shall provide a detailed traffic control plan for each phase of the work, showing signs and cones. Plans shall be reviewed by Oregon Department of Transportation in advance of construction or maintenance.
- 15. All damaged or removed highway signs shall be replaced by the permittee. Installation shall be according to MUTCD standards or ODOT specifications, and shall be completed as soon as possible but no later than the end of the work shift.
- 16. No lane restrictions are permitted on the roadway during the hours of darkness, on weekends, or between 6:00 AM and 9:00 AM, or 3:00 PM and 6:00 PM (Monday through Friday) without prior approval by ODOT.
- 17. Hours of work shall be for signal shut-off at Hwy 212 & Richey Road requires night work 9pm to 5am; coordination with ODOT shall be two weeks in advance. Contact Marlene Nichols (marlene.t.nichols@odot.state.or.us or call Office: 503-665-4006; Mobile 503-312-5247) to coordinate signal shut off/on with ODOT Electrical .

## DRAINAGE

- 18. On-site storm drainage shall be controlled within the permitted property. No blind connections to existing state facilities are allowed.
- 19. Excavation shall not be done on ditch slopes. Trench excavation shall either be at ditch bottom or outside ditch area. (Minimum depth at bottom of ditch shall be 36 inches; minimum depth outside of ditch shall be 42 inches).
- 20. Only earth or rock shall be used as fill material and shall slope so as not to change or adversely affect existing drainage. Fine grade and seed the finished fill with native grasses to prevent erosion.
- 21. A storm drainage study stamped by an Oregon Registered Professional Engineer (PE) is required. The study must meet standards of the National Pollution Discharge Elimination Systems (NPDES) when any of the following conditions apply:
  - Whenever a four inch pipe is inadequate to serve the developed area,
  - development site is one acre or larger in size and directly or indirectly affects state facilities,
  - or as directed by the District Manager or representative.
- 22. Permittee shall provide on-site retention for storm water runoff that exceeds that of the undeveloped site.
- 23. All water discharged to an ODOT drainage system must be treated prior to discharge. All requests for connection to an ODOT storm system must meet any requirements of the National Pollutant Discharge Elimination System (NPDES). This may include local jurisdiction approval of on-site water quality treatment facilities and/or development of an operation and maintenance plan for any on-site water quality treatment facility, as determined by local jurisdiction.

## EXCAVATION / CONSTRUCTION

- 24. The following ODOT documents and any supplements and subsequent revisions thereto, where applicable and not otherwise superseded by the permit language herein, but only to the extent that they provide standards and performance requirements for work to be performed under the permit, shall be incorporated for use in the permit:

“Oregon Standard Specifications for Construction (2015)”. ODOT shall have authority over acceptance of all materials and workmanship performed under this permit as stated in Section 00150.00 of the “Oregon Standard Specifications for Construction (2015).”

For additional Supplemental and Special Provisions please refer to:  
[http://www.oregon.gov/ODOT/HWY/SPECS/standard\\_specifications.shtml](http://www.oregon.gov/ODOT/HWY/SPECS/standard_specifications.shtml) Standard Specification books are available on this site.
- 25. Open cutting of pavement is allowed in areas specifically approved by District Manager or representative.

- 26. Trench backfill shall be according to the attached typical drawing, marked as Exhibit A.
- 27. Open cutting of the highway is allowed with construction in accordance with OAR 734-55-0100. All excavation in paved areas shall be backfilled and the roadway surface patched before the end of each shift. In special cases where steel plates are allowed, said plates shall be pinned and a temporary cold patch applied to the edges. The permittee shall be fully responsible for monitoring and maintenance of temporary patching and steel plating.
- 28. Compaction tests shall be required for each open cut per Oregon Standard Specification for Construction. Compaction tests shall be conducted once for every 300 lineal feet per lift of continuous trench according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent Compaction shall be 95%. At the discretion of the District Manager or representative, results of compaction test shall be provided to District Manager or representative at applicants' expense.
- 29. Control Density Fill (CDF) shall be used as surface backfill material in place of crushed rock in open trenches that impact the travel portions of the highway. A ¾"-0, or 1"-0 rock will be used for the aggregate. The amount of cement used shall not exceed 3.0% of the total mixture's weight. Maximum compressed strengths must not exceed 250 pounds per square inch (psi).
- 30. Surface restoration shall be a minimum of eight inches of hot asphalt-concrete (AC), compacted in two inch lifts, or match existing pavement depth, whichever is greater. Sand-seal all edges and joints.
- 31. All aggregate shall conform to Oregon Standard Specification for Construction, Section 02630 - Base Aggregate.
- 32. Any area of cut or damaged asphalt shall be restored in accordance with the included attachment "T-Cut Typical Section" drawing. For a period of two years following the patching of paved surface, permittee shall be responsible for the condition of permittee's pavement patches, and during that two year period shall repair to District Manager or representative satisfaction any of the patches which become settled, cracked, broken, or otherwise faulty.
- 33. An overlay to seal an open-cut area shall be completed prior to the end of the construction season, or when minimum temperature allows per "Oregon Standard Specification for Construction (2008)" and any subsequent revisions thereto. Typical overlay shall be 1.5 inches deep and cover the affected area from edge of pavement to edge of pavement, and taper longitudinally at a fifty feet to one inch (50' : 1") ratio. Taper may be adjusted by the District Manager as required. For a period of two years following this patching of the surface, the permittee shall be responsible for the condition of said pavement patches, and during that time shall repair to the District Manager or representative's satisfaction any of the patches which become settled, cracked, broken or otherwise faulty.
- 34. Highway crossings shall be bored or jacked. Bore pits shall be located behind ditch line or in areas satisfactory to the District Manager or representative. Unattended pits shall either be protected by a six-foot fence, backfilled, or steel plated and pinned.
- 35. Permittee shall install a "tracer wire" or other similar conductive marking tape or device, if installing any non-conductive, unlocatable underground facility, in order to comply with Oregon Utilities Coordination Council (OUCC), per OAR 952-01-0070 (6).
- 36. Trench backfill outside of ditch line or in approved areas can be native soil compacted at optimum moisture in twelve inch layers to 90% or greater of the maximum density.
- 37. Native material that is found to be unsatisfactory for compaction shall be disposed of off the project and granular backfill used.
- 38. Trench backfill in rock slope or shoulder shall be crushed 1"-0 or ¾"-0 size rock compacted at optimum moisture in eight-inch layers. Compaction tests shall be conducted according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent compaction shall be 95%. At the discretion of the District Manager or representative, results of compaction tests shall be provided to District Manager or representative at applicant's expense.
- 39. Where excavation is on fill slope steeper than a two to one (2:1) ratio, slope protection shall be provided using four-inch size rock laid evenly to a minimum depth of twelve inches.
- 40. No more than 300 feet of trench longitudinally along the highway shall be left open at any one time and no trench shall be left in an open condition overnight.
- 41. Areas of disturbed cut and fill slopes shall be restored to a condition suitable to the District Manager or representative. Areas of erosion to be inlaid with an acceptable riprap material.

- 42. All underground utilities shall be installed with three-foot or more of horizontal clearance from existing or contract plans guardrail posts and attachments. All non-metallic water, sanitary and storm sewer pipe shall have an electrically conductive insulated Number 12-gauge copper tracer wire the full length of the installed pipe using blue wire for water and green for storm and sanitary sewer piping.
- 43. Any area of cut or damaged concrete shall be restored in accordance with the attached Typical Section-Pipe Section under sidewalk.
- 44. Utility markers and pedestals shall be placed as near the highway right-of-way line as practical. In no case shall pedestals and line markers be located within the highway maintenance area.
- 45. No cable plowing is allowed within the lateral support of the highway asphalt (i.e. at six feet lower than the edge of the asphalt, no plowing within nine feet of the edge of the asphalt).
- 46. Review by ODOT Bridge Engineers is required for all proposed bridge and structure attachments and for utility or any facilities to be installed within sixteen feet of bridge foundations, supports, walls or related, or within the influence zone of bridge facilities.

**MISCELLANEOUS**

- 47. Permittee shall be responsible and liable for (1) investigating presence/absence of any legally protected or regulated environmental resource(s) in the action area; (2) determining any and all restrictions or requirements that relate to the proposed actions, and complying with such, including but not limited to those relating to hazardous material(s), water quality constraints, wetlands, archeological or historic resources(s) state and federal threatened or endangered species, etc., (3) complying with all federal, state, and local laws, and obtaining all required and necessary permits and approvals.
- 48. If the permittee impacts a legally protected/regulated resource, permittee shall be responsible for all costs associated with such impact, including, but not limited to all costs of mitigation and rehabilitation, and shall indemnify, and hold ODOT harmless for such impacts and be responsible and liable to ODOT for any associated costs or claims that ODOT may have.
- 49. Plans are approved by ODOT in general only and do not relieve the permittee from completing construction improvements in a manner satisfactory to ODOT. The District Manager or representative may require field changes. When revisions are made in the field, permittee is responsible to provide "as built" drawings, within 60 days from completion of highway improvements, and shall submit them to the District Office issuing the permit.
- 50. Permittee shall be responsible for locating and preserving all existing survey monumentation within the work area in accordance with ORS 209.150 and/or 209.155. If monumentation or its accessories are inadvertently or otherwise disturbed or destroyed, applicant shall be responsible for all costs and coordination associated with it's reestablishment by a professional licensed surveyor.

By this signature applicant accepts all checked () provisions (4 pages).

Applicant signature:	Date:
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## UTILITY PERMIT

**Permit Number:** UP003721

Business or Subdivision name:

**Description:** 19/20 Collection System Rehabilitation Project  
NOTE: This application is preliminary. The final Traffic Control Plan will be the responsibility of the Contractor hired to complete the work. In an effort to achieve the most competitive price, we would like to provide the most information possible during the bidding process.

Permit Issued: 01/14/2021  
Permit Expires: 07/14/2021

This project will repair or replace over 65 different pieces of infrastructure in WES's sanitary sewer collection system. The work is all located in Clackamas County but spread across multiple jurisdictions including: Happy Valley, Clackamas County, Oregon City, and ODOT. Work will consist of lining pipe, grout connections between service laterals and mainline pipe, replacing damaged pipe sections. replacing damaged manholes, installing a new manhole, resetting a manhole cover, and grouting and/or lining manholes.

Pipe lining is accomplished through manhole access and will have no pavement impact. Service lateral grouting is accomplished through manhole access and will have no pavement impacts. The damaged pipe to be repaired is located in ODOT ROW. Replacing manholes will require excavation of existing manhole and installation of a new manhole. Installation of the new manhole will require cutting open the road and excavating. Resetting the manhole cover will require cutting open the road and minimal excavation. Grouting and lining manholes will have no pavement impacts.

Provided with this application will be a list with the repair type and location of the repair along with excerpts from the County Road Network Map Book showing the location of each repair.

**Permit Status:** Issued

**Applicant Project #:**

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**Site Address:** 12215 SE SUNNYSIDE RD HAPPY VALLEY, OR 97086

Location: Multiple  
Parcel: 22E02BB00700

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Applicant: WATER ENVIRONMENT SERVICES/NATHAN SEAVER  
150 BEAVERCREEK RD  
OREGON CITY, OR 97045  
503-679-5709  
NSEAVER@CLACKAMAS.US

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Contractor:

24-Hour Emergency Phone:

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Primary Inspector: Eric Fine 503-319-8891

*If the primary inspector is not available please call (503) 742-4700*

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**TYPE OF WORK**

Size of permitted excavation: *Minimum depth is 30" (County Code chapter 7.03.170 Paragraph)*

Work Description: Street Cut

Width:                      Depth:                      Length:

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Work Description: Other                      Other (Specify): See Detailed Project Description

Width:                      Depth:                      Length:

Proposed Start: 05/01/2021

Call or email in actual start & completion date to:

Phone: (503) 742-4700 Email: [utilitypermits@clackamas.us](mailto:utilitypermits@clackamas.us)

## Conditions of this permit:

ENG-0000 - These conditions are tentative based upon contract award. Permit conditions will be revisited and amended based upon work performed, location and road type.

ENG101 - INSPECTIONS REQUIRED - Inspections are required and should be requested at least one (1) working day before the day an inspection is needed. Contact the County at 503-742-4700 for the inspection request.

ENG105 - EXPIRATION - Work must be finished by the expiration date unless approval has been obtained from the inspector.

ENG142 - GRANULAR BACKFILL - Granular backfill (1 1/2"-0", 1"-0" or 3/4"-0"), approved by Clackamas County, must be a minimum of 95% compaction. Compaction test results are to be returned to Clackamas County Engineering Division within ten (10) days of completion of the project.

2. Shoulders must be replaced to "as good" or "better" condition with County approved materials.
3. Bike paths and pedestrian walkways are to be repaired to the same standards as the roadway.
4. Return right-of-way to "as good" or "better" condition.

ENG145 - TRENCH PAVING - A.C REPLACEMENT - Asphalt Replacement -

1. Surface repairs to asphalt pavements shall conform to the current ODOT/APWA (Asphalt Concrete Pavement) Specifications.
2. Saw cut the pavement to a full depth at trench limits. Double saw cut to provide a twelve (12) inch 'T-cut' with a four (4) inch minimum asphalt replacement for trench repair. (See Standard Drawing U250/U260)
3. The outside saw cut must be at least three (3) feet from the edge of pavement. If less than three (3) feet, the the existing outside asphalt to the edge of pavement must be removed and replaced as part of the trench pavement.
4. Minimum asphaltic concrete replacement is three (3) foot width at edge of pavement. The repair shall maintain existing road width and alignment.
5. Subsequent to asphalt removal, trench repair paving must be applied in two (2) separate lifts of two(2) inch compacted thickness for a minimum four (4) inch thickness, or the thickness that was removed; whichever is greater.
6. All undermined pavements caused by trench excavation and cave in shall be removed immediately during the construction.
7. For temperatures under 50 degrees the asphaltic concrete shall be placed in three (3) inch lifts.
8. All asphalt joints must be sealed with hot liquid asphalt, and choked with sand.
9. Any disruption in road striping must be replaced to Clackamas County Traffic Standards. Temporary reflective striping tape or reflective markers (such as stick and stomps) must be used until permanent strip can be applied.
10. Shoulders must be replaced to "as good" or "better" condition with County approved materials.
11. Bike paths and pedestrian walkways are to be repaired to the same standards as the roadway.
12. Return right-of-way to "as good" or "better" condition.

ENG152 - BIKE PATHS/PED WAYS & ROAD SHOULDERS - Shoulders/Bike Paths/ROW -

1. Road shoulders and right-of-way must be replaced to "as good" or "better" condition with County approved materials.
2. Bike paths and pedestrian walkways are to be repaired to the same standards as the roadway.

ENG154 - TRAFFIC CONTROL - Traffic Control - County Code Chapter 7.03.140

1. Provide a traffic control plan for the temporary protection and direction of traffic during the construction. Traffic Control must comply with the "Manual on Uniform Traffic Control Devices" ( MUTCD).
2. Check all signs frequently for proper positioning & condition.

## GENERAL

- The applicant is hereby authorized to work in the right of way and roadway at the location designated provided all work is performed in accordance with the Clackamas County Code, Roadway Standards, this permit, and conditions of land use approval.
- Each applicant should obtain a copy of the Clackamas County Code and Roadway Standards.
- Any fixed objects installed within County right of way must comply with Clackamas County Code and Roadway Standards.

## DOCUMENTATION

Maintain a complete set of the permit, approved plans and any conditions or special provisions at the job site.

## MODIFICATION OF THE PERMIT

Engineer of record should request approval for changes to the permit, plans, conditions or provisions if the scope of work changes.

## NOTIFICATION

Contact the County at 503-742-4700 with at least one (1) business day's notice for the following:

- Start of construction



- A break in construction greater than three (3) days (excluding holidays and weekends)
- Completion of construction

Be prepared to have your permit number available for entry into this automated system.

#### **UTILITY NOTIFICATION**

**ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center.** Those rules are set forth in OAR 952. (Oregon Utility Notification Center 800-332-2344 or 811 or [www.digsafelyoregon.com](http://www.digsafelyoregon.com))

Contact the affected utility companies and request line location services. Resolve any utility conflicts before initiation of construction.

#### **SAFETY REQUIREMENTS**

- The person performing the work is responsible for providing adequate safeguards in the form of barricades, pedestrian walks, night lighting, and/or other measures as the Inspector directs. The roadway or walk area shall not be unnecessarily obstructed. All material and debris shall be removed from the public right of way within a reasonable amount of time.
- Keep mud and debris off the traveled portion of the roadway.
- The person performing the work is responsible for personal or property damage resulting from the work and shall hold the County harmless from any and all legal action arising out of said work.
- The County Inspector may order the change or removal of any construction authorized by this permit at any time when the public safety, public convenience, and the general welfare of the public requires such action.

#### **CONSTRUCTION AND MAINTENANCE RESPONSIBILITY**

Failure to fulfill the construction requirements, maintain the structures as permitted to the extent that it results in damage to the county or public road, causes a hazard to the public, or where they find violations of the Clackamas County Code, Clackamas County Roadway Standards, 2008 Oregon Standard Specifications, and any special conditions or provisions established for this permit is reason for the Inspector to revoke the permit.

#### **CONSTRUCTION**

- Limit work and activity zones (construction, restoration, erosion control, etc.) to no more than 2,500 lineal feet at any one time, unless previously approved by the County.
- Limit open trenches in the right of way of an existing road to no more than 250 lineal feet at any one time, unless previously approved by the County. No trenches are to be left open overnight.

#### **ACCESS CONTROL/MANAGEMENT OF THE RIGHT OF WAY**

- Clackamas County retains its right to full supervision and control within the road right of way, and this permit is not exclusive.
- Other utilities or persons may be permitted to occupy the same portion of the road right of way simultaneously.
- The person performing or contracting the work shall not cause interference with any County road work.
- Preserve and protect all public and private infrastructure (i.e. survey monuments, drainage systems, traffic control devices, roadside barriers, utilities, etc.) ensuring that these facilities continue to properly function during the course of the work.

#### **TRAFFIC CONTROL**

- Establish and maintain work zone traffic control in compliance with the Oregon Temporary Traffic Control Handbook (OTTCH) For Operations of Three Days or Less (December 2011).
- For traffic control set up for a continuous duration of longer than three (3) days, comply with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and the Oregon Supplements to the MUTCD.
- Roadway closures are prohibited unless approved by Clackamas County under separate permit and in compliance with the Roadway Standards.

#### **SURVEY MONUMENTS**

ORS 209.140 and 209.150 as well as the County Code 7.03.210 require the protection of all existing survey monuments. These Statutes also require notice to the County Surveyor prior to disturbing or removing any survey monument. This may require the employment of a registered Professional Land Surveyor. The applicant shall employ all necessary means in order to preserve these monuments. Failure to comply with these terms may be prosecuted as stated in ORS 209.990. The Clackamas County Surveyor's Office can be reached at 503-742-4475.

#### **INTERIM RIGHT OF WAY RESTORATION**

Restore and maintain road surfaces to their pre-existing grade with like materials or steel plating at the end of each work day

unless otherwise approved. For bituminous road surfaces (asphaltic concrete or chip seals), interim restoration shall be with either hot mix or cold mix asphaltic concrete.

#### **PERMANENT RIGHT OF WAY RESTORATION**

Restore all existing infrastructure affected by the work to original or better condition including but not limited to the road surface, base and subgrade, pavement markings, drainage facilities, signs, safety appurtenances, bicycle and pedestrian facilities, vegetation or landscaping, and any other feature affected by the work.

#### **ENVIRONMENTAL**

Approval by Clackamas County does not imply or guarantee approval by Oregon Department of State Lands (DSL), Department of Environmental Quality (DEQ) or US Army Corps of Engineers (COE).

The applicant is responsible for all applications, fees, and coordination of Federal, State and Local regulatory offices with regard to fills and excavations within regulated waterways, riparian zones, and wetlands associated with the Clean Water Act and the Urban Stormwater National Pollutant Discharge Elimination System (NPDES), if required.

#### **EROSION CONTROL**

Install and maintain appropriate erosion and sediment control devices, in accordance with approved Erosion and Sediment Control Plan (ESCP) to ensure that all catch basins, drainage inlets, manholes, wetlands, waterways, and resource waters are sufficiently protected from erosion and sediment. Erosion and sediment control devices must be modified as changing conditions warrant. In the absence of a formal ESCP, comply with Water Environment Services standards (Erosion Prevention Planning and Design Manual), DEQ standards (DEQ Erosion and Sediment Control Manual, April 2005), and/or 1200c Permit, if applicable.

#### **DRAINAGE**

If the work performed under this permit involves or in any way interferes with the drainage of the roadway, the owner shall wholly and at their own expense make such corrections as necessary to the County's satisfaction.

#### **BEST MANAGEMENT PRACTICES**

Ensure all equipment is leak free with sufficient and appropriate spill prevention and clean up materials on site and that the personnel involved with the work are familiar with and proficient in their use. Remove construction equipment from the right of way when not in use. Do not park, re-fuel, or service equipment or store hazardous materials directly over or uphill from catch basins, drainage inlets, or manholes or within 150 feet of any wetland, waterway, or resource water. Re-fuel over a pervious surface and use absorbent pads to collect spilled fuel.

#### **CUSTOMER SERVICE**

Communicate and mutually coordinate, as needed, with adjacent residents and business that may be impacted by the work. Interaction with the public shall be in a professional, courteous, and timely manner.

This permit does not permit trespass on the lands of others.

*Our goal is to provide you with excellent service. If you would like to discuss your experience with us, contact one of our Customer Service Specialists at 503-742-4400, [dtdcustomerinfo@clackamas.us](mailto:dtdcustomerinfo@clackamas.us) or simply fill out our online survey at <https://www.surveymonkey.com/s/cccustomersurvey>*

# RIGHT OF WAY/UTILITY

## Permit/Application

City of Happy Valley

16000 SE Misty Drive, Happy Valley, OR 97086 Phone (503) 783-3800 Fax (503) 658-5214

[permits-engineering@happyvalleyor.gov](mailto:permits-engineering@happyvalleyor.gov)



PERMIT NO. \_\_\_\_\_

OWNER/APPLICANT INFORMATION	
Name:	Water Environment Services
Address:	150 Beaver Creek Rd
City/State/Zip:	Oregon City OR 97042
Contact Name:	Nathan Seaver
(24 hr.) Phone:	503-679-5709
Email:	nseaver@clackamas.us
CONTRACTOR INFORMATION	
Business Name:	unknown - seeking Draft Permit
Address:	
City/State/Zip:	
Contact Name:	
(24 hr.) Phone:	
Email:	
CCB#:	COHV Business License#:
PROJECT INFORMATION	
Street Address:	multiple
Estimated Start Date:	April 2021
Estimated Completion Date:	December 2021
Estimated Cost (within the Right of Way):	

TYPE OF WORK
<p>Check only <b>ONE</b> Type:</p> <p><input type="checkbox"/> <b>TYPE 1 (Minor)</b> - Minimum fee \$150/ 90-day term</p> <p><input type="checkbox"/> Sidewalk Installation</p> <p><input type="checkbox"/> Driveway Installation</p> <p><input type="checkbox"/> Encroachment (Specify Type) _____ (e.g. Storage Pods, Portable Toilets, Dumpsters, etc.)</p> <p><input checked="" type="checkbox"/> <b>TYPE 2 (Utility)</b> - Minimum fee \$300 or 5% of the construction value/ 120-day term. Utility (check ONE)</p> <p><input type="checkbox"/> Cable <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Phone <input type="checkbox"/> Water <input checked="" type="checkbox"/> Sewer <input type="checkbox"/> Storm</p> <p><input type="checkbox"/> <b>TYPE 3 (Major)</b> - Minimum fee based on construction value (Calculated by City during review process)/ expires 2-years from issuance of Site Development Permit or expiration of project maintenance bond (whichever is longer). Unless otherwise specified.</p> <p><input type="checkbox"/> Subdivision <input type="checkbox"/> Partition <input type="checkbox"/> Street Widening <input type="checkbox"/> Other</p> <p>LAND USE NO. _____</p> <p><input type="checkbox"/> <b>TYPE 4 (Road Closure)</b> - Minimum Fee \$750 (Requires a separate "Traffic Order" obtained through the Code)</p>
DESCRIPTION OF WORK
<p>Check <b>ALL</b> that apply:</p> <p><input type="checkbox"/> Cut in Street Pavement <input type="checkbox"/> Cut in sidewalk</p> <p><input type="checkbox"/> Trenching <input type="checkbox"/> Bore/Hog Hole</p> <p><input type="checkbox"/> Aerial Work Only</p> <p><input type="checkbox"/> Other: _____</p>

APPLICANT/CONTRACTOR AGREEMENT	
<p><b>THIS RIGHT-OF-WAY PERMIT IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS. By signing this permit the Owner/Applicant/Contractor acknowledges receipt of the General Terms and Conditions, has had an opportunity to review them, agrees they are part of this permit, and agrees to be bound by them.</b></p> <p><i>I have read and will comply with the "General Terms and Conditions" and any additional conditions set forth in writing by the City. I understand the site will be inspected to comply with the City of Happy Valley Ordinance No. 138 to ensure it is in compliance with the City Municipal Code Chapters 12.04 and 12.05.</i></p>	
OWNER/APPLICANT	CONTRACTOR (Required on all permits)
Printed Name	Printed Name
Signature	Signature
Date	Date

TO BE FILLED IN BY CITY STAFF	
<p><b>Required Submittals and Additional Conditions:</b></p> <p><input type="checkbox"/> Certificate of Insurance Received &amp; Approved</p> <p><input type="checkbox"/> Traffic Control Plan Required and Submitted <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Bond Surety Received &amp; Approved <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> School Notification Required 503.353.6150 (48-hrs in Advance) <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Emergency Services Required 503.655.8211 (24-hrs in Advance) <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> CDF Backfill Required. <input type="checkbox"/> N/A. Road Classification: _____</p> <p><input type="checkbox"/> See Attached Details and Notes and Special Conditions <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> See General Terms and Conditions for further information</p>	<p>Engineering Approval _____ Date _____</p> <p>Expiration: _____</p> <p>Fee Amount: _____ Receipt No. _____</p>

***INTENTIONALLY LEFT BLANK  
(INSERT SITE DRAWING)***

**RIGHT OF WAY/UTILITY PERMIT**  
**GENERAL TERMS AND CONDITIONS**

1. This permit is issued by the City and is subject to Happy Valley Municipal Code Chapters 12.04, *Road Standards* and Chapter 12.05 *Utility Facilities in Public Rights-of-Way*, and the terms and conditions contained herein and/or attached hereto, as accepted and approved by Applicant.
2. As used in this permit:
  - "Applicant" means person, agent, firm or corporation requesting temporary use/activity within the public right of way.
  - "Owner" is any person, agent, firm or corporation having a legal or equitable interest in the adjacent property which the permitted activity is occurring.
  - "City" means the City of Happy Valley.
  - "Design Manual" means The City of Happy Valley Engineering Design and Standard Details Manual.
3. Availability of Permit - A copy of the permit including a Certificate of Insurance, approved construction plans, details and amendments shall be readily available and on site at all times. All work shall conform to special terms and conditions of this permit, the approved permit plans, approved plan amendment (if applicable), to the City's standards and specifications and to these General Conditions.
4. Bonding & Insurance - Unless waived, the applicant shall provide proof of insurance and bonds as required by HVMC 12.04.100, 12.05.150 and/or 16.50.080. The City of Happy Valley, its councilors, officers, agents, and employees shall be named additional insured using the appropriate endorsement.
5. Liability & Injury - Unless otherwise addressed in a franchise agreement, the Applicant shall be responsible and liable for all accidents, environmental clean-up, damages or injuries to any person or property resulting from the construction, maintenance, repair, operation or use of a facility for which the Applicant may be legally liable. The Applicant shall defend, indemnify and hold the City and its officers, employees, agents and representatives harmless from and against any and all damages, claims, demands, actions, causes of action, costs and expenses of whatsoever nature which they or any of them may sustain by reasons of the acts, conduct or operation of the Applicant, his agents or employees in connection with the construction, maintenance, repair, operation or use of said facility. If the Applicant has an established franchise agreement with the City of Happy Valley, that agreement shall control.
6. Inspection Frequency & Fees: For Type I and Type II permits there are three required inspections (preconstruction for existing conditions review, during construction for overall operation process and post construction for restoration determination). If the City deems additional inspections are necessary to ensure proper construction occurs per 12.04.120 an additional \$150/inspection reinspection fee may be imposed per Res. 16-42.
7. Permit Expiration - This permit is valid for length of time as determined by its classification type as denoted on the application.

**NOTIFICATIONS**

8. Provide the following notifications to the City ([permits-engineering@happyvalleyor.gov](mailto:permits-engineering@happyvalleyor.gov)):
  - PRIOR to start (48 Hours).
  - PRIOR to street cuts or concrete pours (48 hours).
  - FOLLOWING trench/conduit completion for restoration inspection and closeout.
9. Provide the following advanced notifications for other agencies affected by this operation (*to be checked by staff upon issuance*):
  - North Clackamas School District Transportation 503.353.6150 (48 hours).
  - Non-Emergency Services 503.655.8211 (24-Hours).
  - City of Happy Valley Code Enforcement 503.783.3800 (48 hours).
  - Clackamas County Fire District 503.742.2606 (48 hours).
  - Tri-Met 503.353.6000 (24 hours).
10. Inspection Notification - **All trench backfills, subgrade proof rolls & pavement restoration shall be observed by the City Inspector.** All concrete forms shall be inspected by the City Inspector prior to and following pours. Provide 48-hour advanced notice of inspections by sending an email to [inspect-engineering@happyvalleyor.gov](mailto:inspect-engineering@happyvalleyor.gov).

**WORKSITE**

11. City Staff Access - The Applicant/Owner shall give the City unconditional and absolute permission to enter the property described herein at any time to conduct inspections of any and all work being done and understands that if inspectors are refused access, the city may immediately revoke this permit without any further notice and without any hearing prior to revocation. The Applicant also understands that any refusal to allow entry or access under this permit constitutes a violation of the City of Happy Valley Code.
12. Personal Protective Equipment (PPE) – Applicant shall ensure all who enter the site wear appropriate PPE gear for the site conditions and that they agree to comply with safety practices that have been implemented at the work site.
13. Erosion and Site Condition - The work area and approach roads shall be maintained in a clean condition, free from obstruction and hazards. The spreading of mud or debris upon any street is strictly prohibited and shall be cause for immediate cancellation of the permit. The street shall be cleaned of all dirt and debris at the end of each workday, or more frequently as determined by the city. Cleaning of streets shall be with broom or vacuum at Applicant's expense. **No washing of materials into the public storm system is allowed.**
14. Landscape Restoration - Upon completion of the work, disturbed landscaped areas shall be restored or replaced to equal or better than pre-construction conditions. Existing signs, pavement markings, mailboxes, etc. shall be reinstalled or replaced, with like kind of material. Obtain City approval for all restoration work performed.

## TRAFFIC

15. Traffic Control Plan (TCP) - Applicant must submit a TCP with the application for a review by the City Engineer. During and prior to construction, Applicant must comply with a job specific TCP and shall at all times ensure the presence of workers, tools, materials, flaggers, barricades and other safety devices are placed properly to protect bicyclists, pedestrians, construction personnel and vehicular traffic.

A copy of the traffic control plan shall be readily available at the work area. Traffic control devices, flag persons, etc., shall be in place prior to initiation of construction and shall be effectively maintained throughout the duration of the project. Traffic control shall be in accordance with the current editions of the "Manual on Uniform Traffic Control Devices [MUTCD] for Streets and Highways", U.S. Dept. of Transportation, FHWA, American Traffic Safety Services Association [ATSSA], and Oregon Temporary Traffic Control Handbook [OTTCH]. All traffic control personnel shall have proper state of Oregon certification and be able to provide it to inspection representative if/when requested.

16. Road Closure - The public roadway shall not be closed to traffic, at any time, without obtaining written approval from the City Engineer and a separate Road Closure Permit.
17. Property & Property Owner Access - Access to existing properties shall be maintained at all times, including delivery and mail service.
18. Construction Hours - Construction hours are from 7:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 5:00 p.m. Saturday and Sunday. *NOTE: In road work hours for locations near schools may be additionally restricted to 9am to 2pm Monday – Friday.* The following activities are NOT allowed on Sunday: site clearing, earth moving, installation or construction of underground utilities, paving of streets or sidewalks, foundation framing and pouring, and structural framing.

## EXCAVATION AND CONSTRUCTION

19. Utility Notification - Oregon law requires the rules adopted by the Oregon Utility Notification Center to be followed if the work involves excavation. Those rules are set forth in OAR 952-001-0001 through OAR 952-001-0100. You may obtain copies of the rules by calling the Oregon Utility Notification Center at 1-800-332-2344 or visiting their website at <http://www.callbeforeyoudig.org/>. Other persons, companies, districts, and utilities occupy the public right-of-way. The Applicant shall immediately notify the specific facility(ies) and/or owner(s) if facilities are encountered. Relocation of existing facilities will be at Applicant's expense.
20. Trench Excavation & Backfill - Trench excavation and backfill within existing pavement is determined based on street classification and shall comply with Drawing Nos. 200 and 205 or 210 of the Design Manual accordingly.
21. Control Density Fill - Control density fill (CDF) shall be used as backfill material on collector and arterial streets and in all trenches in paved areas not parallel to the roadway and all trenches parallel to the roadway that are less than 50' in length. Maximum compressive strength shall be between 50 and 150 PSI as shown in Drawing No. 210 of the Design Manual.
22. Asphalt Replacement Limits - Asphalt pavement replacement shall be a minimum of four (4) inches of hot Asphaltic Concrete (AC), or match existing AC depth, whichever is greater and shall be compacted in lifts not to exceed three (3) inches as shown on Drawing No. 160 of the Design Manual.
23. Temporary Patching A temporary hard-surface patch shall be placed on trenches within roadways at the completion of each workday. Approval of patching methods MUST be obtained in advance of placement. No trench shall be left at any time in an open or unsafe condition. Applicant is responsible for and is liable for hazards or damage resulting from the work performed.
24. Testing Requirements - Provide density testing results for the following trench repair components.
- Asphalt pavement (both lifts)
  - Baserock (surface level)
  - Trench backfills (**Truck tickets for CDF backfill when CDF is required**)
25. Steel Plates - Steel plates will not be allowed to cover excavations in the traveled way during the months of **November to April** per City of Happy Valley Design Manual Section 2.4.(i).
26. Sidewalk and Curb Replacement Limits - Sidewalk installation & replacements must be per standard drawing No. 250 and be FULL PANEL. No partial cutting or replacement of panels is allowed. Curb and/or curb and gutter replacement must be a minimum of 5 feet in length. There shall be no pieces remaining or replaced which are less than this 5-foot minimum (measured from joint to joint).
27. Driveway Approach Specifications - Driveway approaches must comply with Drawings No 270 or 275 depending on type of driveway. All existing edges and damaged pavement must be sawcut and repaired per the City Inspector. A 2-foot minimum wide patch is required adjacent to the curb or gutter to allow an area large enough for compaction equipment to access. **Approach must be poured within 48-hours of an approved inspection.**

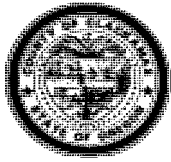
## SPECIAL REQUIREMENTS

in addition to the above the following apply for developments with land use approval

28. Erosion Control Inspection - Prior to commencement of work, approved erosion control devices must be inspected and approved by the City in accordance with the projects' erosion control permit. The City may at any time order corrective action and suspend work to accomplish effective erosion control.
29. Daily Inspection Reports - Applicant shall submit daily inspection reports on a weekly basis, to the City's inspector or designated City personnel per Engineering Services Agreement.
30. Survey Monumentation - Existing monuments, property corners, and survey markers shall be protected. Replacement shall be at the Applicant's expense.
31. Franchise Utilities – All work in the right of way performed by franchise utilities shall be covered under this permit and the work and workmanship of those activities shall be the responsibility of the Applicant.
32. As-built Drawings - Applicant shall provide as-built drawings of all franchise utility installation PRIOR TO permit closure and release of building permits.

MANHOLE/PIPELINE  
TESTING FORMS  
APPENDIX C





**WATER ENVIRONMENT SERVICES  
A DEPARTMENT OF CLACKAMAS COUNTY**

**LOW PRESSURE AIR/MANDREL TEST**

Project: NCRA – Phase III Improvements

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Project #: \_\_\_\_\_

Testing Company: \_\_\_\_\_

Inspector: \_\_\_\_\_

Tested Section:		Air Test:		Passed	Failed	Mandrel Test:	Passed	Failed
Diameter (in)	Length (ft)	$T=d^2L/42$	T=Minutes					
				1. Average Ground Water Height Above Pipe	=	_____	feet	
				2. Psi/ft of Ground Water	x	<u>0.433</u>	psi/ft	
				3. Average Ground Water Pressure	=	_____	psi	
				4. Test Pressure	+	<u>4.00</u>	psi	
				5. Beginning Test Pressure	=	_____	psi	
				6. Timed Pressure Drop	-	_____	psi	
				7. Ending Test Pressure	=	_____	psi	
				8. TIME REQUIRED BY SPEC	=	_____	Min	
T = 56 d if A < 625 ft <sup>2</sup>		Totals						

Tested Section:		Air Test:		Passed	Failed	Mandrel Test:	Passed	Failed
Diameter (in)	Length (ft)	$T=d^2L/42$	T=Minutes					
				1. Average Ground Water Height Above Pipe	=	_____	feet	
				2. Psi/ft of Ground Water	x	<u>0.433</u>	psi/ft	
				3. Average Ground Water Pressure	=	_____	psi	
				4. Test Pressure	+	<u>4.00</u>	psi	
				5. Beginning Test Pressure	=	_____	psi	
				6. Timed Pressure Drop	-	_____	psi	
				7. Ending Test Pressure	=	_____	psi	
				8. TIME REQUIRED BY SPEC	=	_____	Min	
T = 56 d if A < 625 ft <sup>2</sup>		Totals						

Tested Section:		Air Test:		Passed	Failed	Mandrel Test:	Passed	Failed
Diameter (in)	Length (ft)	$T=d^2L/42$	T=Minutes					
				1. Average Ground Water Height Above Pipe	=	_____	feet	
				2. Psi/ft of Ground Water	x	<u>0.433</u>	psi/ft	
				3. Average Ground Water Pressure	=	_____	psi	
				4. Test Pressure	+	<u>4.00</u>	psi	
				5. Beginning Test Pressure	=	_____	psi	
				6. Timed Pressure Drop	-	_____	psi	
				7. Ending Test Pressure	=	_____	psi	
				8. TIME REQUIRED BY SPEC	=	_____	Min	
T = 56 d if A < 625 ft <sup>2</sup>		Totals						

Inspector's Signature: \_\_\_\_\_



## Procedure for Air Testing of Sewer Pipe & Appurtenances

1. The Contractor may desire to make an air test prior to backfilling for his own purposes. However, the acceptance air test shall be made after backfilling and compaction has been completed to finish grade.
2. The Contractor shall furnish all facilities and personnel for conducting the test under the observation of the Engineer. The equipment and personnel shall be subject to the approval of the Engineer. The pressure gauge used shall have minimum divisions of 0.10 psi and have an accuracy of 0.0625 psi (one ounce per square inch). All air used shall pass through a single control panel.
3. The first section of pipe not less than 300 feet in length installed by each crew shall be tested in order to qualify the crew and/or material. Successful installation of this section shall be a prerequisite to further pipe installation by said crew.
4. All tees, and/or ends of side sewer stubs shall be plugged and banded, or acceptable alternate and securely fastened to withstand the internal test pressures. The Contractor shall clean the line before proceeding with the air test. All debris shall be removed at the first manhole where its presence is noted. In the event cemented or wedged debris or a damaged pipe shall prevent cleaning, the contractor shall remove the obstruction.
5. Safety Provisions. The plugs must be firmly secured and care should be exercised in their removal. The total force on a 12" plug at 4.0 psi is over 450 pounds. Care must be exercised in not loading the sewer line with the full pressure of the compressor. Keep all personnel out of manholes until the pressure has been released. If water leaks into the line after the plugs are installed and floods the air inlet and the needle on the air pressure gage indicates zero, then possibly the water column has balanced the air pressure in this instance and care is necessary in releasing the pressure. If testing below ground water level, inject the air at the upper plug and/or turn the inlet up as with a water test apparatus.
6. The pipe or sections of pipe to be tested may be wetted before the air test is started. Immediately following the pipe cleaning and wetting, the pipe shall be tested with low pressure air. Air shall be slowly supplied to the plugged pipe installation until the internal air pressure reaches 4.0 pounds per square inch greater than the average back pressure of any ground water that may submerge the pipe.
7. At least two minutes shall be allowed for temperature stabilization before proceeding further. After the two minute temperature stabilization period, disconnect the air supply.
8. The pipeline shall be considered acceptable, when tested for the calculated period of time at an average pressure of 4.0 pounds per square inch greater than the average back pressure of any ground water that may submerge the pipe; if: (1) the total rate of air loss from any section tested in its entirety between manhole and cleanout structures does not exceed 1.0 cubic feet per minute, or (2) the section under test does not lose air at a rate greater than 0.0015 cubic feet per minute per square foot of internal pipe surface.
9. If the Pipe installation fails to meet these requirements, the Contractor shall determine at his own expense the source or sources of leakage, and he shall repair or replace all defective materials and correct all faulty workmanship. The type of repairs proposed by the Contractor must be approved by the Engineer before the repair work is begun. The completed pipe installation shall meet the requirements of the air test before being considered acceptable.

## Mandrel Testing Procedures

1. In addition to hydrostatic or air testing, sanitary sewers constructed of PVC sewer pipe shall be deflection tested not less than 30 days after the trench backfill and compaction has been completed. The test shall be conducted by pulling an approved solid pointed mandrel through the completed pipeline. The diameter of the mandrel shall be 95 percent of the inside diameter of the pipe. The mandrel shall be a rigid, nonadjustable, odd-numbered-leg (9 legs minimum) mandrel having an effective length of not less than its nominal diameter.
2. Testing shall be conducted on a manhole to manhole basis and shall be done after the line has been completely cleaned and flushed. Any portion of the sewer which fails to pass the test shall be excavated, repaired or realigned, and retested with both air and deflection tests.

Sample Calculations for Time in Minutes of Air Testing Procedure for 1 psi drop

If A is > 625

$$T = d^2L/42$$

<u>d - Inches</u>	<u>L - Feet</u>	<u>d<sup>2</sup>L</u>	<u>T - Seconds</u>	<u>T - Minutes</u>
4	200	3200	76	1.27
8	502	32128	765	12.75
		35328	841	14.02

$$A = \pi Ld/12$$

<u>πd - Inches</u>	<u>L-feet</u>	<u>A = Ft<sup>2</sup></u>
4	200	209
8	502	1051
		1260

is > 625

If A is < 625 then use formula (T= 56d)

$$T = 56d$$

<u>d - Inches</u>	<u>T - Seconds</u>	<u>T - Minutes</u>
12 (8 + 4)	672	11.20
8	448	7.47

$$A = \pi Ld/12$$

<u>πd - Inches</u>	<u>L-feet</u>	<u>A = Ft<sup>2</sup></u>
4	20	21
8	150	314
		335

is < 625



**WATER ENVIRONMENT SERVICES  
A DEPARTMENT OF CLACKAMAS COUNTY**

**MANHOLE VACUUM TEST**

PROJECT: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ PROJ #: \_\_\_\_\_

TESTING COMPANY: \_\_\_\_\_ INSPECTOR: \_\_\_\_\_

DATE	MH#	MH DIAM.	MH DEPTH	TIME REOD	VACUUM		PASS / FAIL	COMMENTS
					START	END		

NOTE: All manhole vacuum tests will be conducted in accordance with CCSD#1 Standard Sewer Specifications, Section 2-C-3-c-8. The manhole shall be set to finish grade and all paving (if applicable) completed.

Inspector's Signature: \_\_\_\_\_  
Procedures on back

### Procedure for manhole vacuum test

1. All lift holes shall be plugged with an approved non-shrink grout.
2. All pipes entering the manhole shall be plugged, taking care to securely brace the pipes and plugs from being drawn into the manhole. The manhole shall be set to finish grade and all paving (if applicable) completed.
3. The test head shall be placed at the inside of the top of the frame and the seal inflated in accordance with the manufacturers' recommendations.
4. A vacuum of 10 inches of mercury shall be drawn, the valve on the vacuum line of the test head closed, and the vacuum pump shut off. With the valves closed, the time shall be measured for the vacuum to drop to 9 inches.
5. The manhole shall pass if the time for the vacuum reading to drop from 10 inches of mercury to 9 inches meets or exceeds the values indicated below.

Depth of Manhole (feet)	Allowable Time (seconds)		
	48 - inch	60 - inch	72 - inch
8	20	26	33
10	25	33	41
12	30	39	49
14	35	46	57
16	40	52	67
18	45	59	73
20	50	65	81
22	55	72	89
24	59	78	97
26	64	85	105
28	69	91	113
30	74	98	121

6. If the manhole fails the initial test, necessary repairs shall be made with a non-shrink grout after the vacuum has been released. Retesting shall proceed until a satisfactory test is obtained.

CONSTRUCTION  
DRAWINGS (PLANS)  
APPENDIX D



# 2019/2020 COLLECTION SYSTEM REHABILITATION PROJECT

CLACKAMAS WATER ENVIRONMENT SERVICES  
PROJECT NUMBER: P632280

PROJECT AREAS



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR  
DRAWN BY: NRS  
CHECKED BY: JDR  
SCALE: N.T.S.  
DATE: APRIL 2020  
PROJECT NO: P632280



**WATER ENVIRONMENT SERVICES**  
Water Quality Protection • Surface Water Management  
Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

COVER SHEET

DRAWING NO. **G1**  
SHEET NO. **1 OF 80**

DRAWING NUMBER	SHEET NUMBER	SHEET TITLE
G1	1	COVER PAGE
G2	2	TABLE OF CONTENTS
G3	3	VICINITY MAP
G4	4	VICINITY MAPS – SECTION 1
G5	5	VICINITY MAPS – SECTION 2
G6	6	VICINITY MAPS – SECTION 3
G7	7	VICINITY MAPS – SECTION 4
G8	8	MANHOLE DRAWING INDEX
G9	9	PIPELINE DRAWING INDEX
C1	10	MANHOLE BR8
C2	11	MANHOLE MK1-1
C3	12	MANHOLE MK9-15
C4	13	MANHOLE MT2-12A
C5	14	MANHOLE MT2-13A
C6	15	MANHOLE MTA1-2
C7	16	MANHOLE RB4A
C8	17	MANHOLE RC10-4
C9	18	MANHOLE RC5-20 & RC5-20A & RC5-21
C10	19	MANHOLE RC5-23
C11	20	MANHOLE RC5-25
C12	21	MANHOLE S14.1-9
C13	22	MANHOLE S14.2-4
C14	23	MANHOLE S14.5-10
C15	24	MANHOLE S14.5-14
C16	25	MANHOLE S14.7.1-1
C17	26	MANHOLE S22-3
C18	27	MANHOLE S2-3
C19	28	MANHOLE SL10.10.2-1
C20	29	MANHOLE SV17
C21	30	MANHOLE SL10.5.2-3
C22	31	MANHOLE SL10.5.2-5
C23	32	MANHOLE SL10.5.4-1 & SL10.5.4-2
C24	33	MANHOLE SL10.5.4-3
C25	34	MANHOLE SL10.5-7
C26	35	MANHOLE SL10-9
C27	36	MANHOLE SL11.5.2-2
C28	37	MANHOLE SL11.5.2-4
C29	38	MANHOLE SL22.5.2-7
C30	39	MANHOLE SL11.5.2-8 & SL11.5.2-9

DRAWING NUMBER	SHEET NUMBER	SHEET TITLE
C31	40	MANHOLE SL11.5-1
C32	41	MANHOLE SL11.5-3
C33	42	MANHOLE SL11.6-1
C34	43	MANHOLE SL17
C35	44	MANHOLE SL18A & SL19
C36	45	MANHOLE SL20
C37	46	MANHOLE SL31A
C38	47	MANHOLE SV19.5-3
C39	48	MANHOLE SV22 & SV23
C40	49	MANHOLE TR2.1-A1TEE
C41	50	MANHOLE TR4.1.1.1.2-4
C42	51	MANHOLE TR4-8
C43	52	MANHOLE TR6
C44	53	MANHOLE UK8.1.1-2
C45	54	PIPELINE MH MS 1-16 to MH MS 1.3-1 & MH MS 1.3-1 to MH MS 1.3-2
C46	55	PIPELINE MH MS 1.7-7 TO MH MS 1.7-8
C47	56	PIPELINE MH MT 2-12A TO MH MT 2-12
C48	57	PIPELINE MH NW49 TO MH NW48
C49	58	NO WORK
C50	59	PIPELINE MH S14.13.1.4-3 TO MH S14.13.1.4-2
C51	60	PIPELINE MH S14.4-1 TO S14-7
C52	61	PIPELINE MH S14.5-8 to MH S14.5-7
C53	62	PIPELINE MH S2-3A to MH S2.3-1
C54	63	PIPELINE MH S2-4A to MH S2-5
C55	64	PIPELINE MH SL10.5.2.4-3 to MH SL10.5.2.4-2
C56	65	PIPELINE MH TR2.1-1 to TR2.1-A1TEE to TR2-2
C57	66	PIPELINE MH TR3-2 TO MH TR3-1
C58	67	PIPELINE MH TR4.1.1.1.2-5 TO MH TR4.1.1.1.2-4
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C62	71	PIPELINE MH UK5.6B-1 TO UK5-10A
C63	72	PIPELINE MH UP2.1-7 TO UP2.1-6A TO UP2.1-6
C64	73	STANDARD DETAILS
C65	74	STANDARD DETAILS
C66	75	STANDARD DETAILS
C67	76	STANDARD DETAILS
C68	77	STANDARD DETAILS
C69	78	STANDARD DETAILS
C70	79	STANDARD DETAILS
C71	80	STANDARD DETAILS

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
Water Quality Protection • Surface Water Management  
Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

TABLE OF CONTENTS

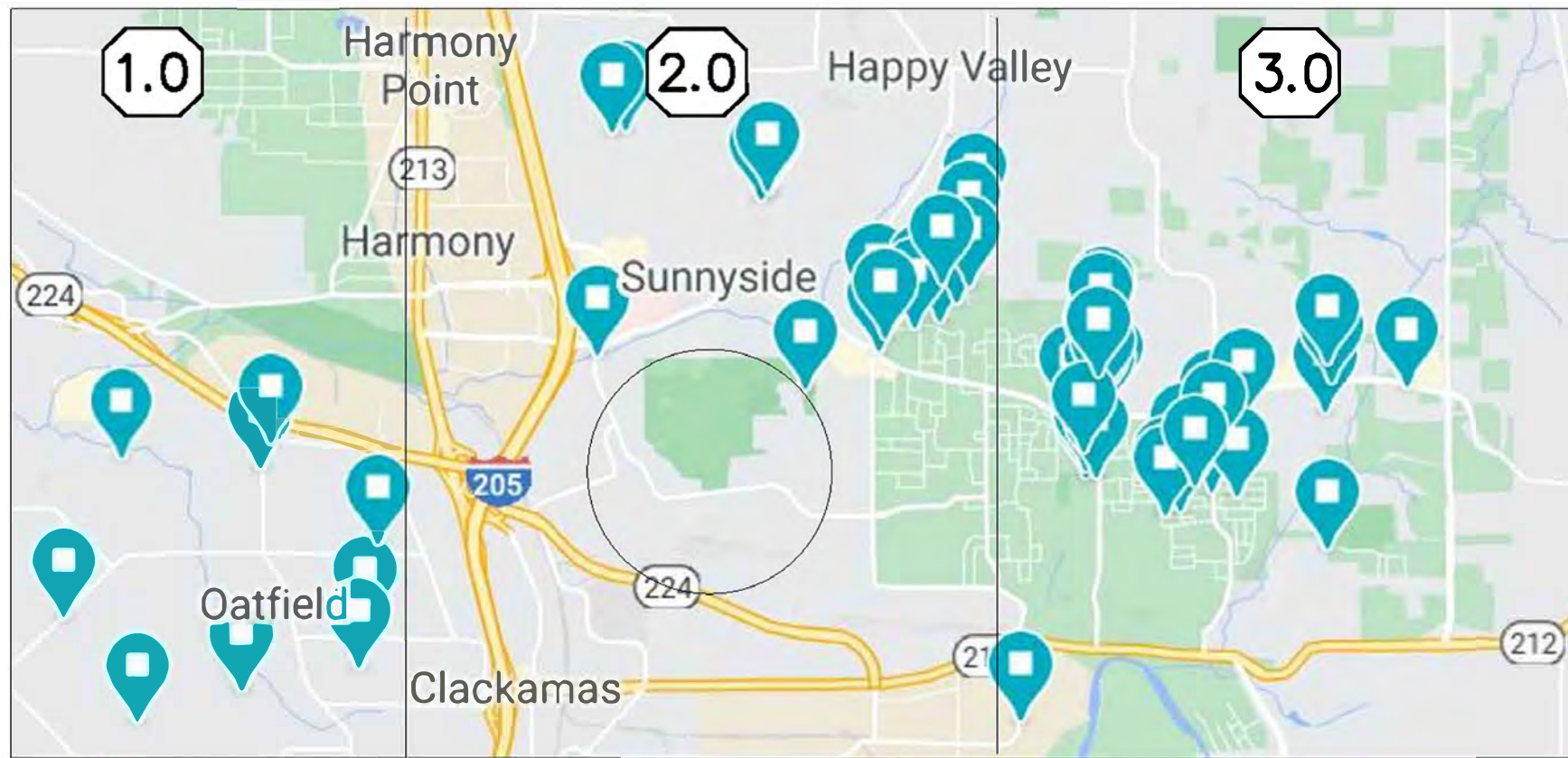
DRAWING NO.

G2

SHEET NO.

2 OF 80





**GENERAL NOTES**  
 1. VICINITY MAPS ARE FOR REFERENCE ONLY AND MAY NOT ACCURATELY REFLECT EXISTING CONDITIONS, INCLUDING THE LOCATION OF SEWER STRUCTURES AND PIPES. SEE INDIVIDUAL DRAWINGS FOR DETAILS OF WORK REQUIRED AT EACH SITE.

**LEGEND**  
 □ VICINITY MAP SECTION NUMBER



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR  
 CHECKED BY: JDR  
 DATE: APRIL 2020  
 PROJECT NO: P632280

DRAWN BY: NRS  
 SCALE: N.T.S.



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

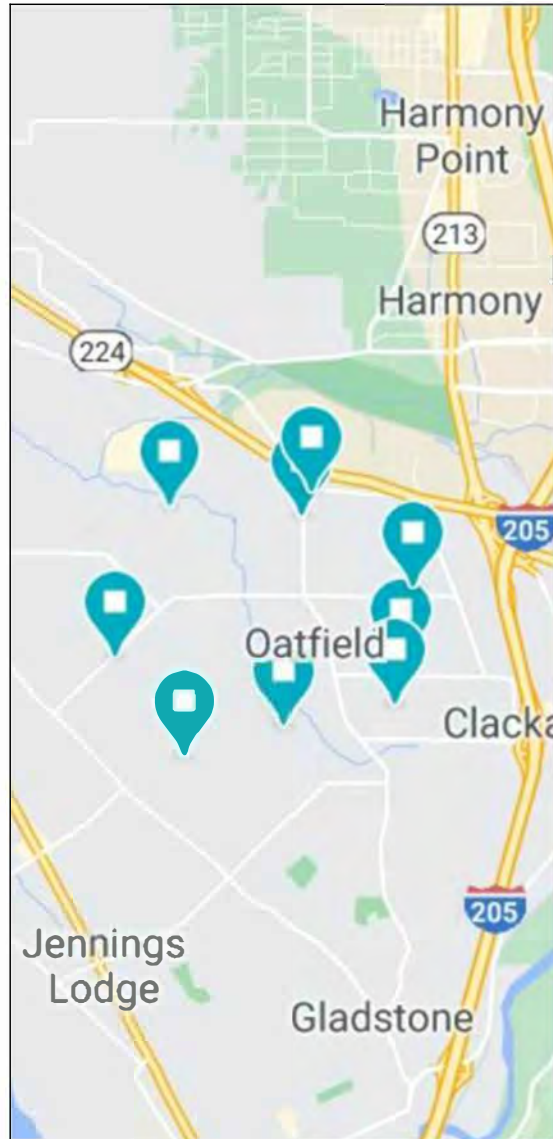
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DRAWING NO. G3  
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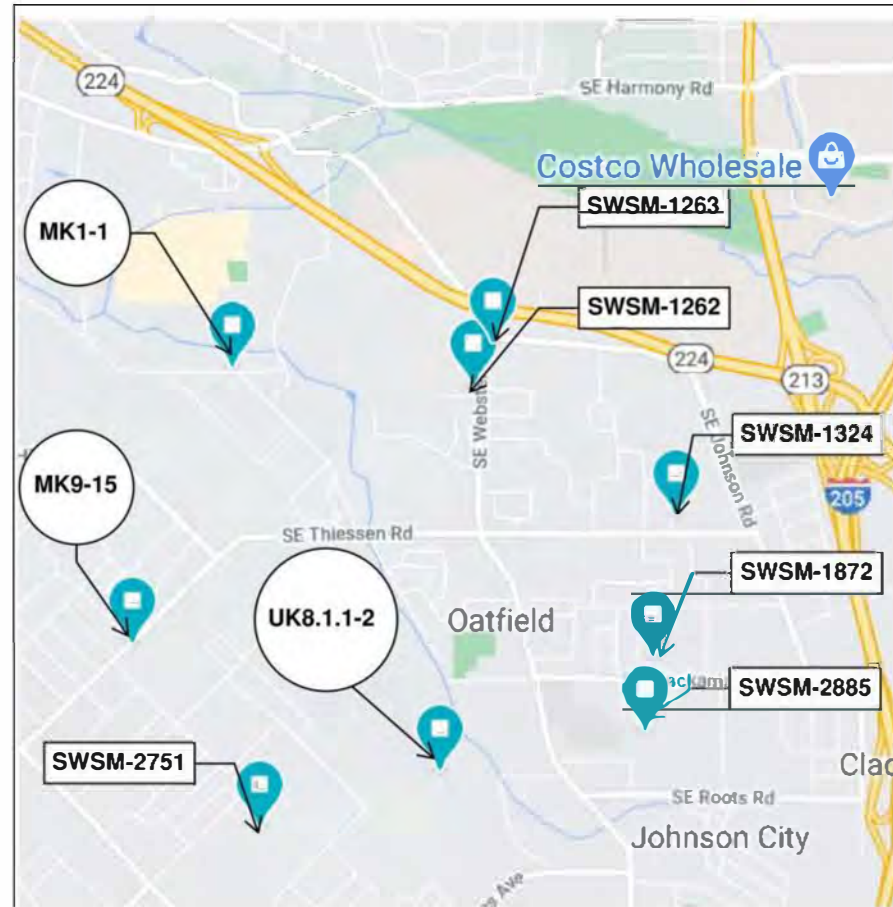


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**LEGEND**  
 ○ VICINITY MAP SECTION NUMBER



①.0 SECTION ONE



①.1 SITES NEAR SE THIESSEN RD & SE WEBSTER RD

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
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**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

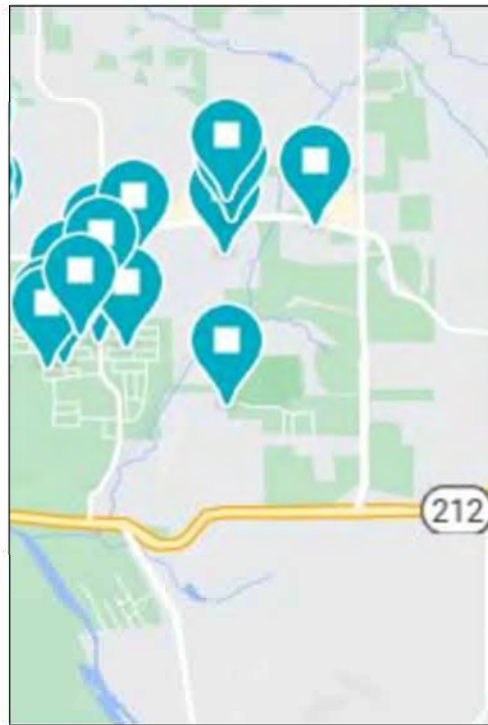
19/20 COLLECTION SYSTEM REHAB PROJECT

VICINITY MAPS

DRAWING NO.  
**G4**

SHEET NO.  
**4 of 99**

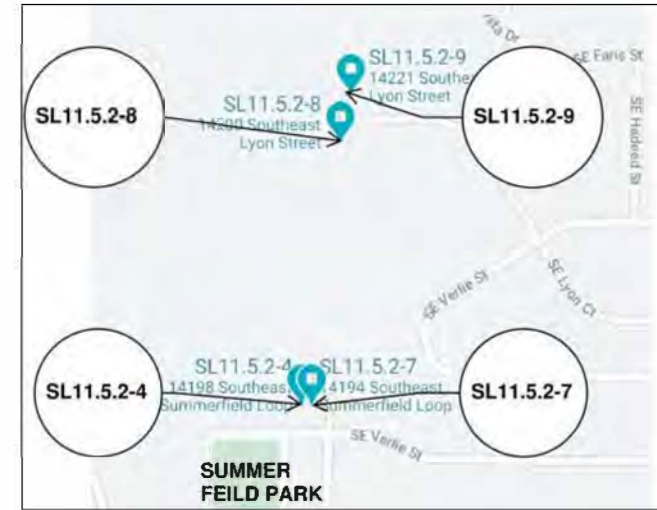




2.0 SECTION TWO



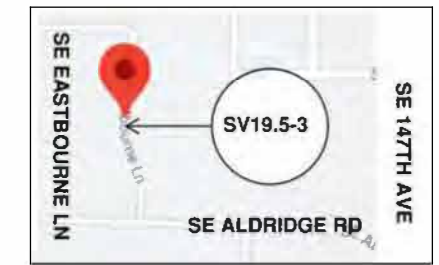
2.1 SITES NEAR SE DEERFIELD DR & SE SPRING MOUNTAIN DR



2.2 SITES NEAR SE VERLIE ST & 142ND AVE

**GENERAL NOTES**  
 1. VICINITY MAPS ARE FOR REFERENCE ONLY AND MAY NOT ACCURATELY REFLECT EXISTING CONDITIONS, INCLUDING THE LOCATION OF SEWER STRUCTURES AND PIPES. SEE INDIVIDUAL DRAWINGS FOR DETAILS OF WORK REQUIRED AT EACH SITE.

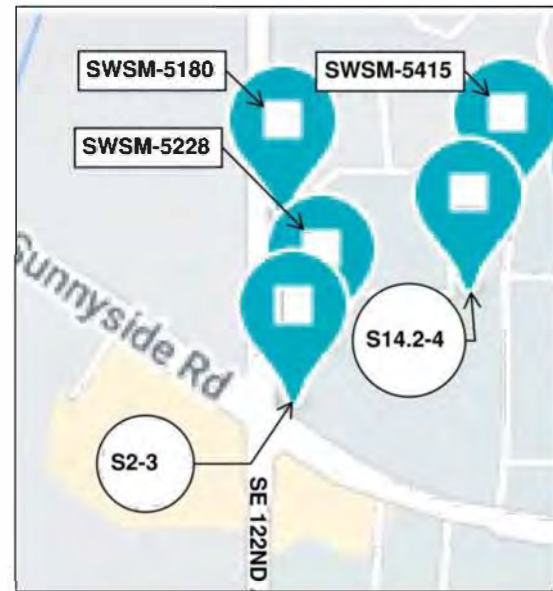
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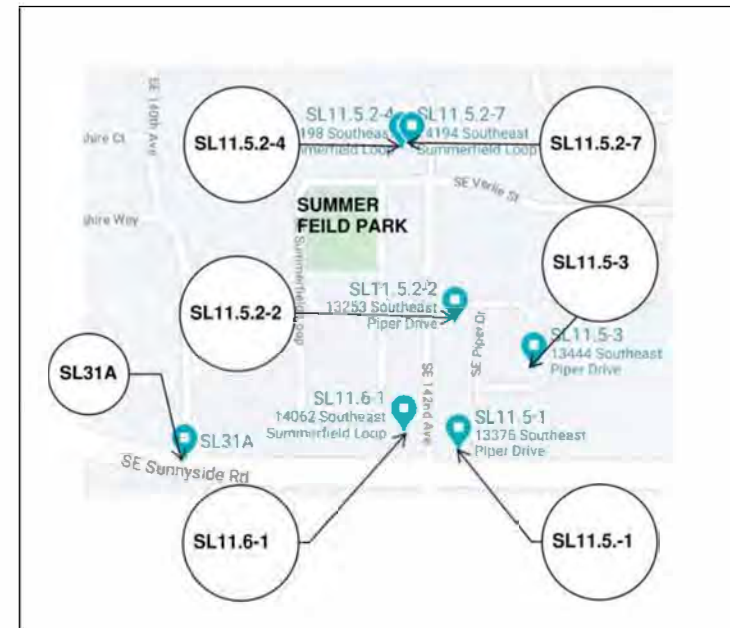
2.3 SITES NEAR SE ALDRIDGE RF AND SE 147TH AVE



2.4 SITES NEAR I-205 & SUNNYSIDE RD



2.5 SITES NEAR SE SUNNYSIDE & 122ND AVE



2.6 SITES NEAR SE SUNNYSIDE RD & 142ND AVE



2.7 SITES NEAR SE RED MAPLE LN & 142ND AVE



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VICINITY MAPS

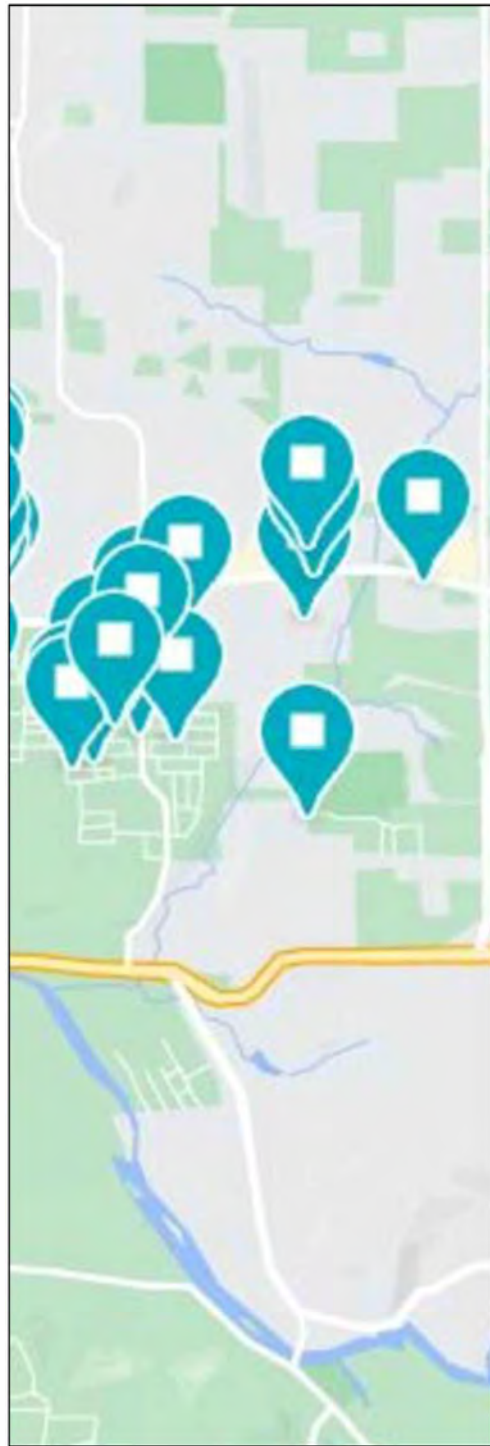
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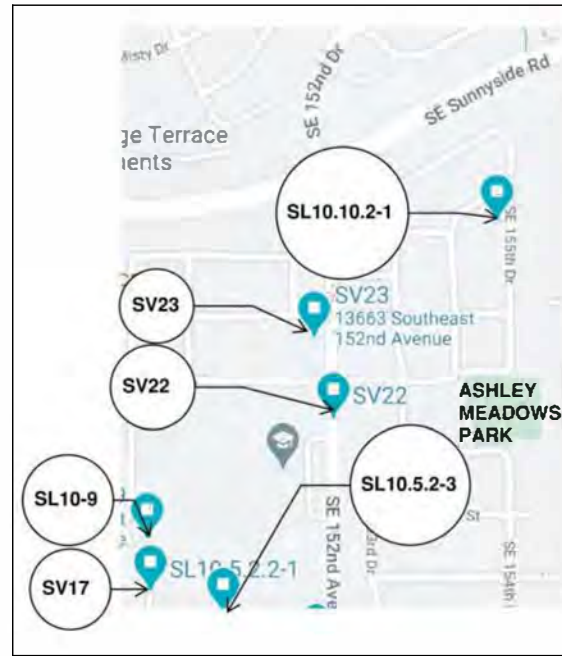
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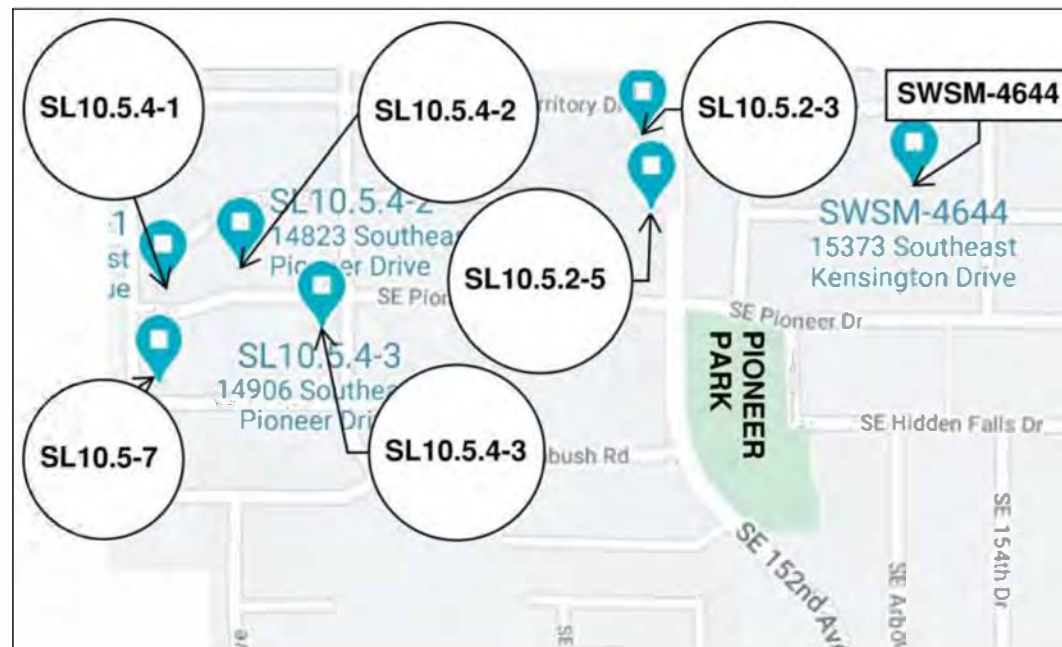
3.0 SECTION THREE



3.1 SITES NEAR SE OREGON TRAIL DR & 152ND AVE



3.2 SITES NEAR SE SUNNYSIDE & 172ND AVE



3.3 SITES NEAR SE PIONEER DR & 152ND AVE

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**LEGEND**  
 ○ VICINITY MAP SECTION NUMBER



NO.	DATE	BY	REVISIONS

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 DRAWN BY: NRS  
 CHECKED BY: JDR  
 SCALE: N.T.S.  
 DATE: APRIL 2020  
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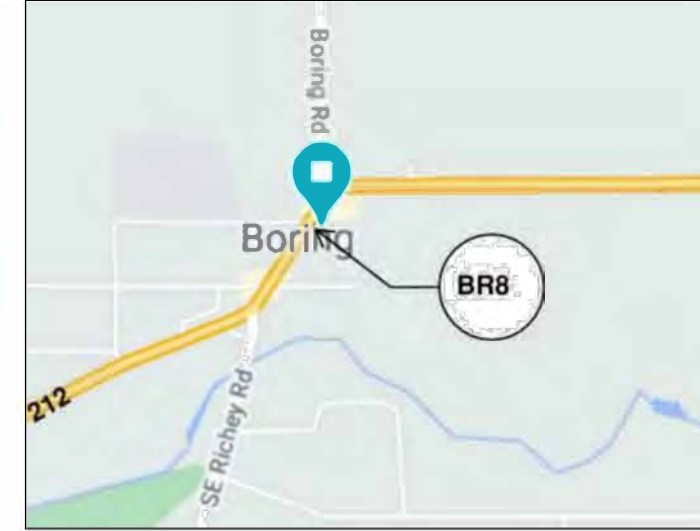
19/20 COLLECTION SYSTEM REHAB PROJECT

VICINITY MAPS

DRAWING NO. G6  
 SHEET NO. 6 of 99



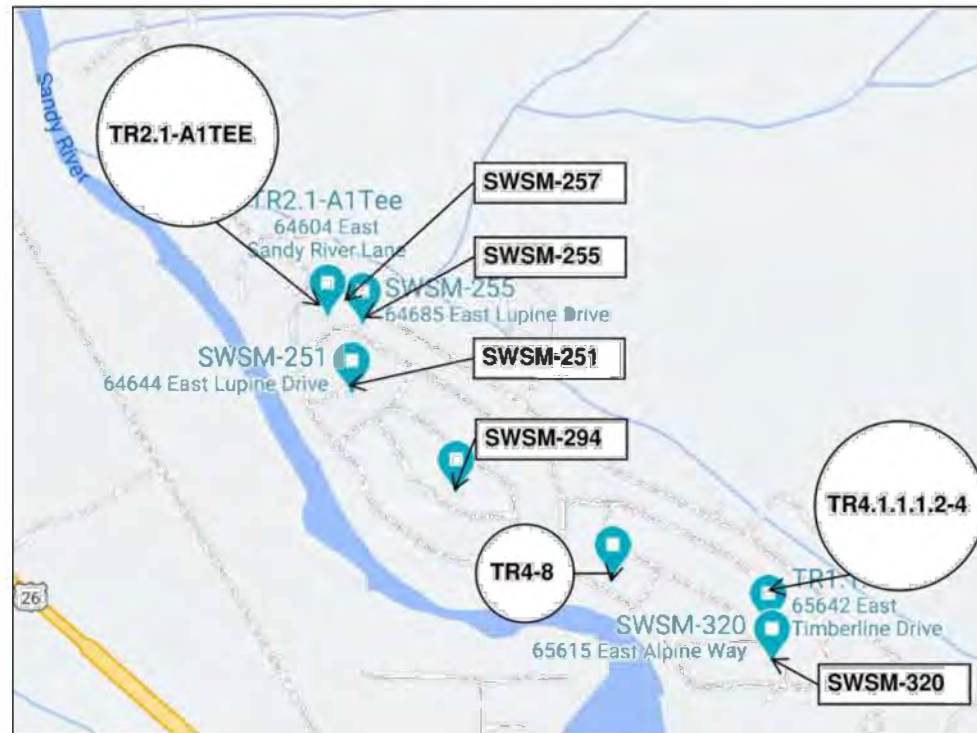
4.0 SECTION FOUR



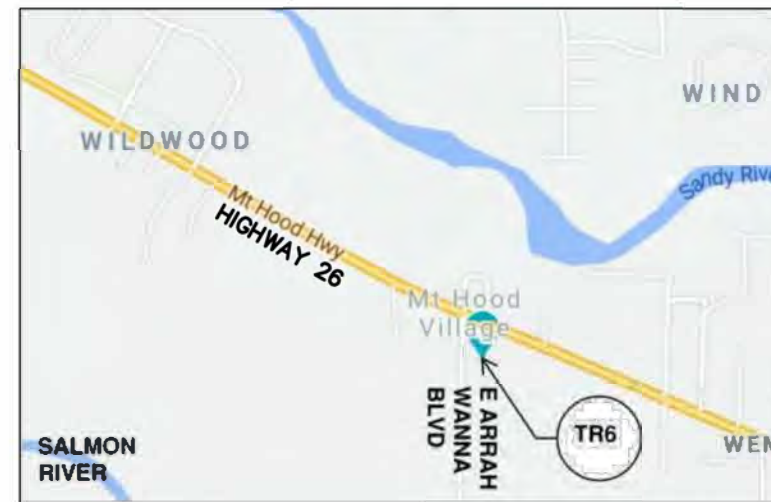
4.1 SITES NEAR CLACKAMAS BORING HWY & SE RICHEY RD.

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**LEGEND**  
 ○ VICINITY MAP SECTION NUMBER



4.2 SITES NEAR E BARLOW TRAIL RD & E LODGE DR



4.3 SITES NEAR MT.HOOD HWY & E ARRACH WANNA BLVD



4.4 SITES NEAR US HWY 26 & HENRY CREEK RD



NO.	DATE	BY	REVISIONS

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DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

VICINITY MAPS

DRAWING NO.  
G7

SHEET NO.  
7 of 99



SECTION	MANHOLE	SHEET
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1.1	MK9-15	C3
1.1	UK8.1.1-2	C44
2.1	S14.1-9	C12
2.1	S14.2-4	C13
2.1	S14.5-10	C14
2.1	S14.5-14	C15
2.1	S14.7.1-1	C16
2.2	SL11.5.2-4	C28
2.2	SL11.5.2-7	C29
2.2	SL11.5.2-8	C30
2.2	SL11.5.2-9	C30
2.3	SV19.5-3	C38
2.4	MT2-12A	C4
2.4	MT2-13A	C5
2.4	MTA1-2	C6
2.4	S22-3	C17
2.5	S14.2-4	C13
2.5	S2-3	C18

SECTION	MANHOLE	SHEET
2.6	SL11.6-1	C33
2.6	SL11.5.2-2	C27
2.6	SL11.5.2-4	C28
2.6	SL11.5.2-7	C29
2.6	SL11.5-1	C31
2.6	SL11.5-3	C32
2.6	SL11.6-1	C33
2.6	SL31A	C37
2.7	RB4A	C7
2.7	SL17	C34
2.7	SL18A	C35
2.7	SL19	C35
2.7	SL20	C36
3.1	SL10.10.2-1	C19
3.1	SL10.5.2-3	C21
3.1	SL10-9	C26
3.1	SV17	C20
3.1	SV22	C39
3.1	SV23	C39

SECTION	MANHOLE	SHEET
3.2	RC10-4	C8
3.2	RC5-20	C9
3.2	RC5-21	C9
3.2	RC5-20A	C9
3.2	RC5-23	C10
3.2	RC5-25	C11
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3.3	SL10.5.2-5	C22
3.3	SL10.5.4-1	C23
3.3	SL10.5.4-2	C23
3.3	SL10.5.4-3	C24
3.3	SL10.5-7	C25
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4.2	TR2.1-A1Tee	C40
4.2	TR4.1.1.1.2-4	C41
4.2	TR4-8	C42
4.3	TR6	C43

NO.	DATE	BY	REVISIONS

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CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
Water Quality Protection • Surface Water Management  
Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE DRAWING INDEX

DRAWING NO.  
G8

SHEET NO.  
8 of 89

SECTION	PIPE I.D	USMH	DSMH	SHEET
1.1	SWSM-1262	MS1.3-1	MS1-16	C45
1.1	SWSM-1263	MS1.3-2	MS1.3-1	C45
1.1	SWSM-1324	MS1.7-8	MS1.7-7	C46
1.1	SWSM-1872	UK5.6B-1	UK5-10A	C62
1.1	SWSM-2751	UK4.2.1-3	UK4.2.1-2	C61
1.1	SWSM-2885	UK11.1.1-2	UKL11.1.1-1	C60
2.1	SWSM-4931	S14.5-8	S14.5-7	C52
2.1	SWSM-5415	S14.4-1	S14-7	C51
2.1	SWSM-5458	S14.1.3.1.4-3	S14.1.3.1.4-2	C50
2.4	SWSM-8516	MT2-12A	MT2-12	C47
2.4	SWSM-2153	UP2.1-6A	UP2.1-6	C63
2.4	SWSM-2454	UP2.1-7	UP2.1-6A	C63
2.5	SWSM-5180	S2-5	S2-4A	C54
2.5	SWSM-5228	S2.3-1	S2-3A	C53
2.5	SWSM-5415	S14.4-1	S14-7	C51
3.3	SWSM-4644	SL10.5.2.4-3	SL10.5.2.4-2	C55
4.2	SWSM-255	TR2.1-A1TEE	TR2-2	C56
4.2	SWSM-257	TR2.1-1	TR2.1-A1TEE	C56
4.2	SWSM-251	TR3-2	TR3-1	C57
4.2	SWSM-320	TR4.1.1.1.2-5	TR4.1.1.1.2-4	C58
4.2	SWSM-294	TR4.1-3	TR4.1-2	C59
4.4	SWSM-112	NW49	NW48	C48

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
Water Quality Protection • Surface Water Management  
Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

PIPELINE DRAWING INDEX

DRAWING NO.  
**G9**

SHEET NO.  
**9 of 80**

**GENERAL NOTES**

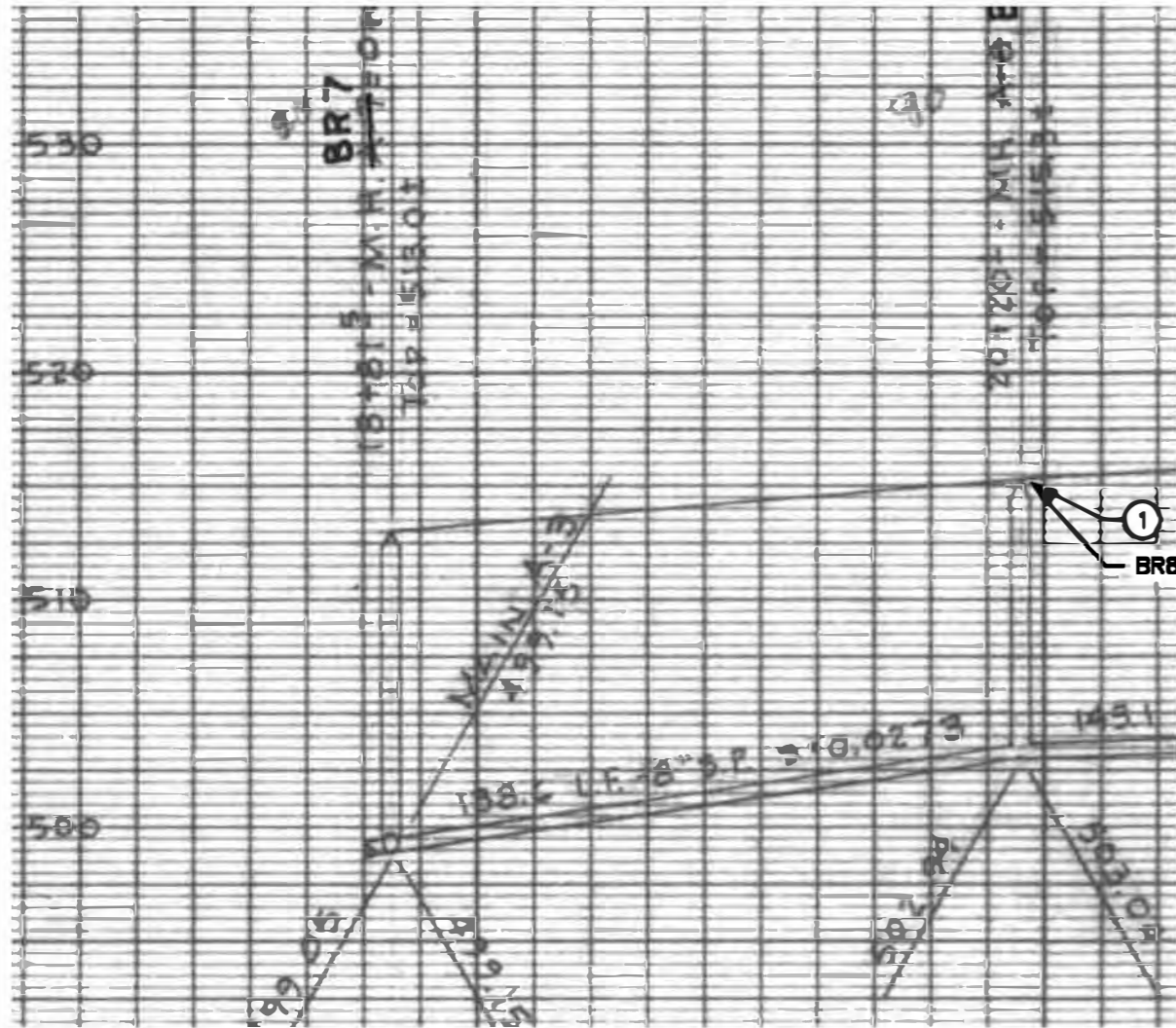
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
2. ALL LATERAL CONNECTIONS TO BE FIELD VERIFIED AND LOCATED.
3. SATELLITE IMAGES ARE FOR REFERENCE ONLY AND MAY NOT ACCURATELY REFLECT EXISTING CONDITIONS, INCLUDING THE LOCATION OF SEWER STRUCTURES, PIPES AND LATERAL CONNECTIONS.
4. CONTRACTOR TO RECONNECT ACTIVE SERVICE LATERALS ONLY. ABANDONED OR CAPPED LATERALS WILL NOT BE REINSTATED.

**KEY NOTES**

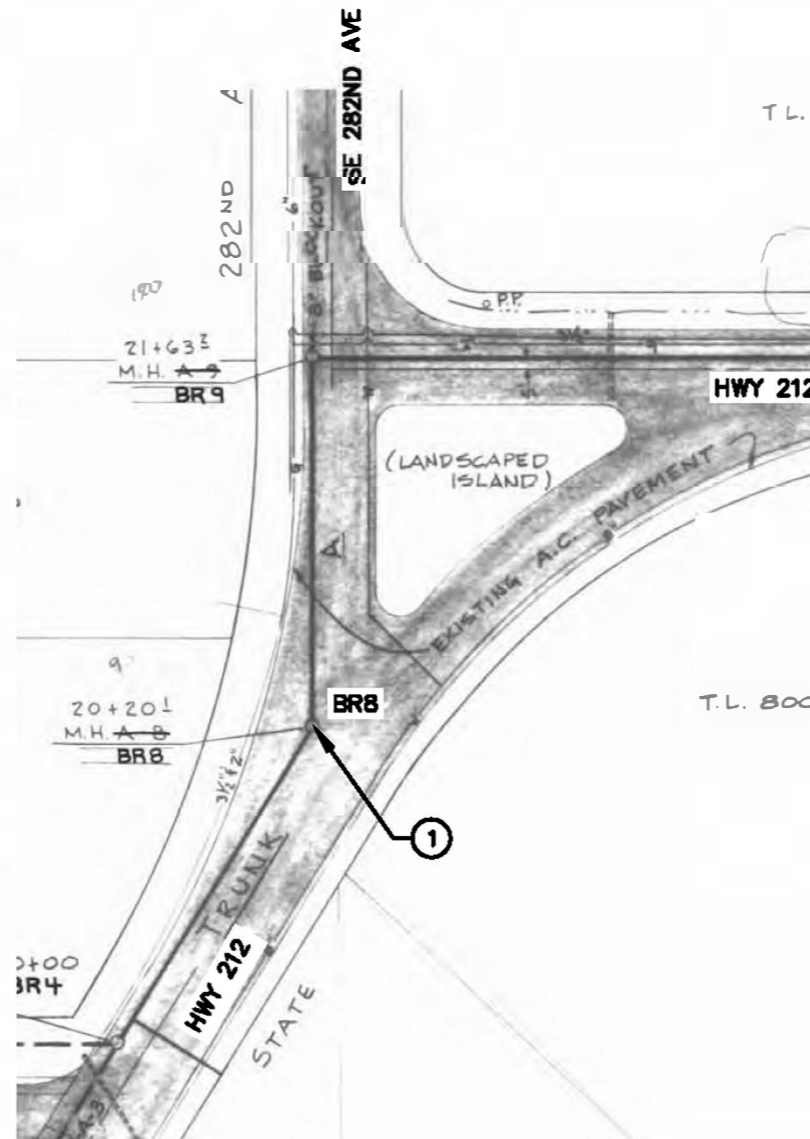
- ① GROUT MANHOLE

**MANHOLE DATA**

ID NUMBER: BR8  
 REPAIR TYPE: GROUT  
 DEPTH: 12.4 FEET



**RECORD DRAWING - PROFILE**



**ASBUILT DRAWING - PLAN**



**SATELLITE IMAGE**



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

**MANHOLE BR4**

DRAWING NO.  
**C1**

SHEET NO.  
**10 of 80**



**GENERAL NOTES**

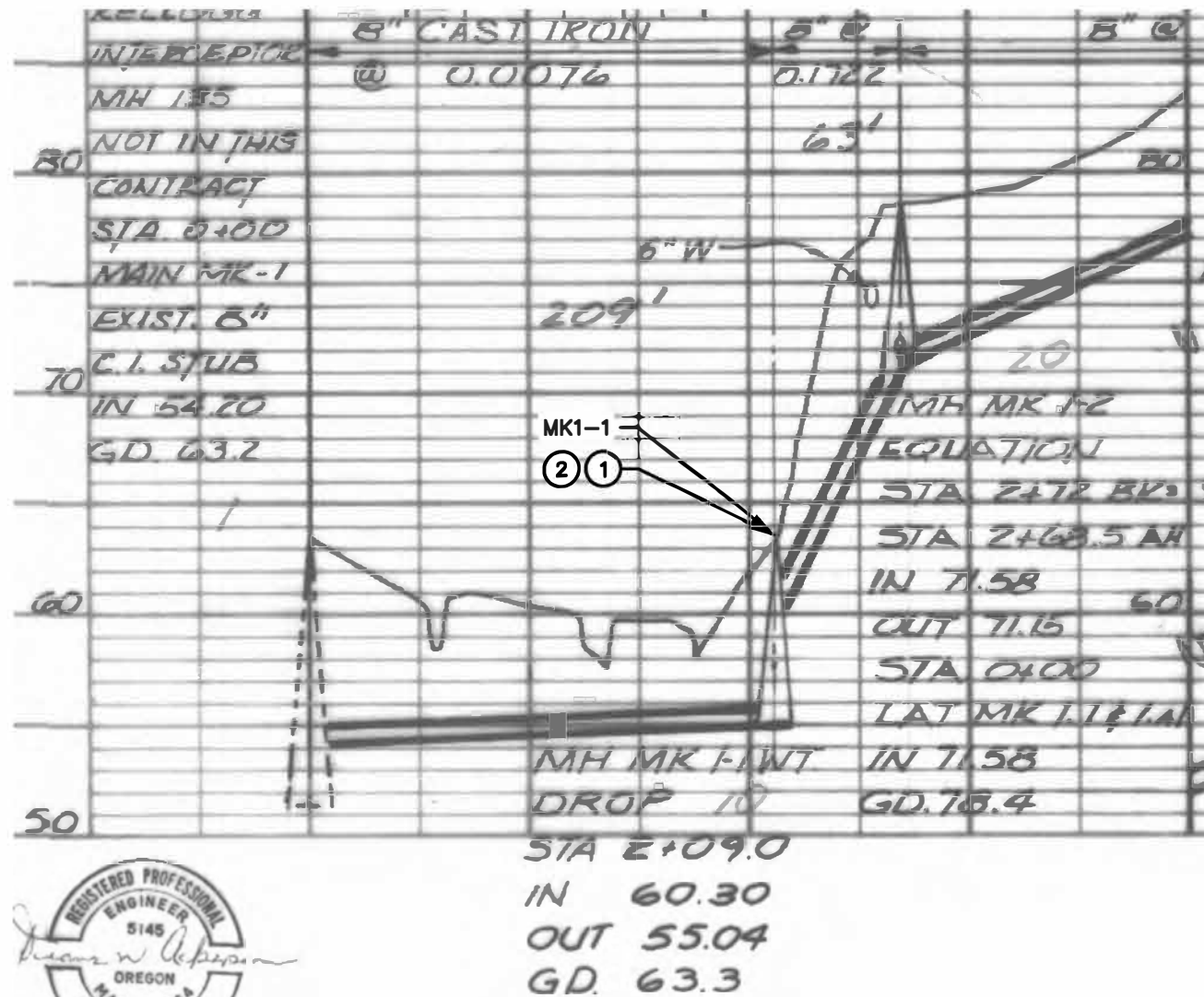
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
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**KEY NOTES**

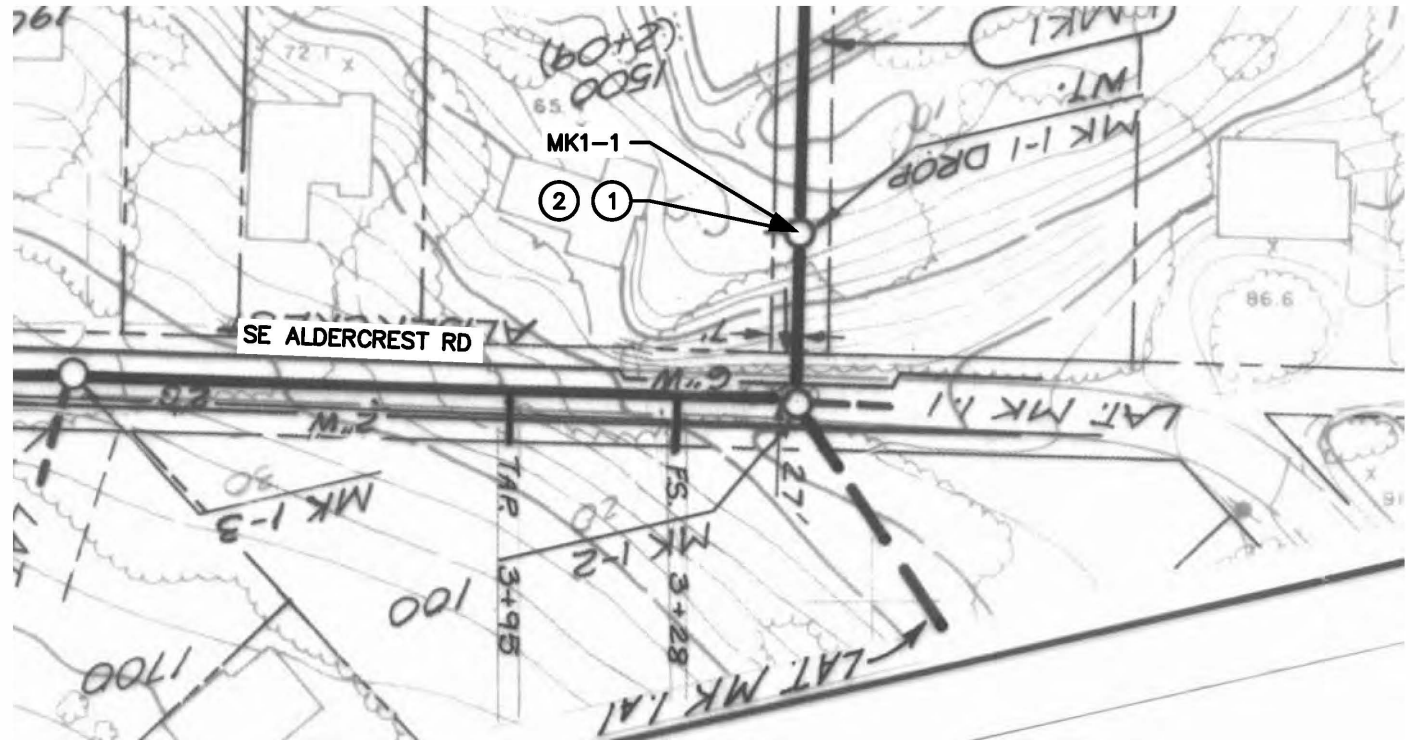
- ① GROUT MANHOLE
- ② EPOXY MANHOLE

**MANHOLE DATA**

ID NUMBER: MK1-1  
 REPAIR TYPE: GROUT/EPOXY  
 DEPTH: 8.3 FEET



**RECORD DRAWING - PROFILE**



**AS-BUILT DRAWING - PLAN**



**SATELLITE IMAGE**



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection - Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE MK1-1

DRAWING NO.  
C2

SHEET NO.  
11 of 80



**GENERAL NOTES**

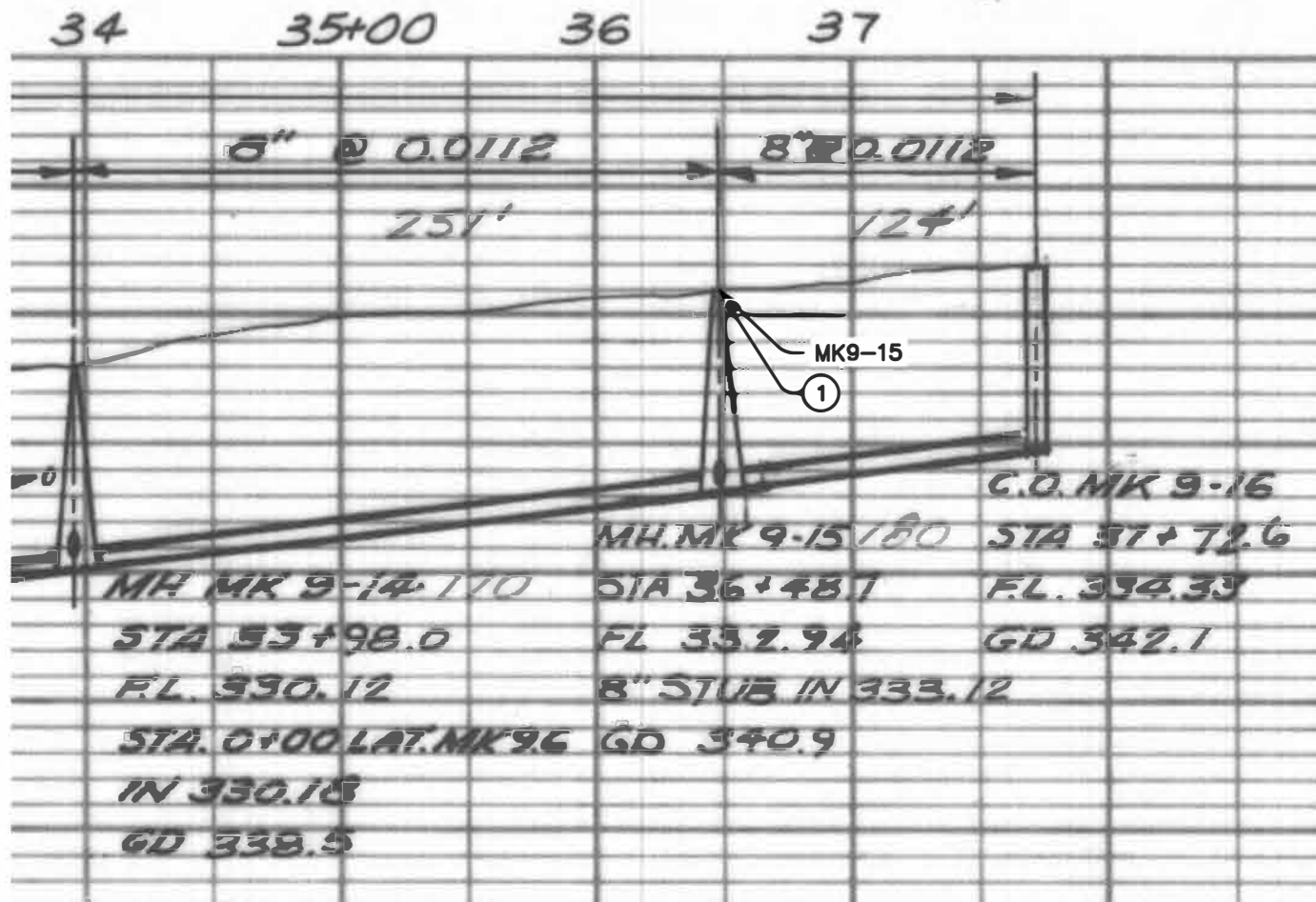
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**KEY NOTES**

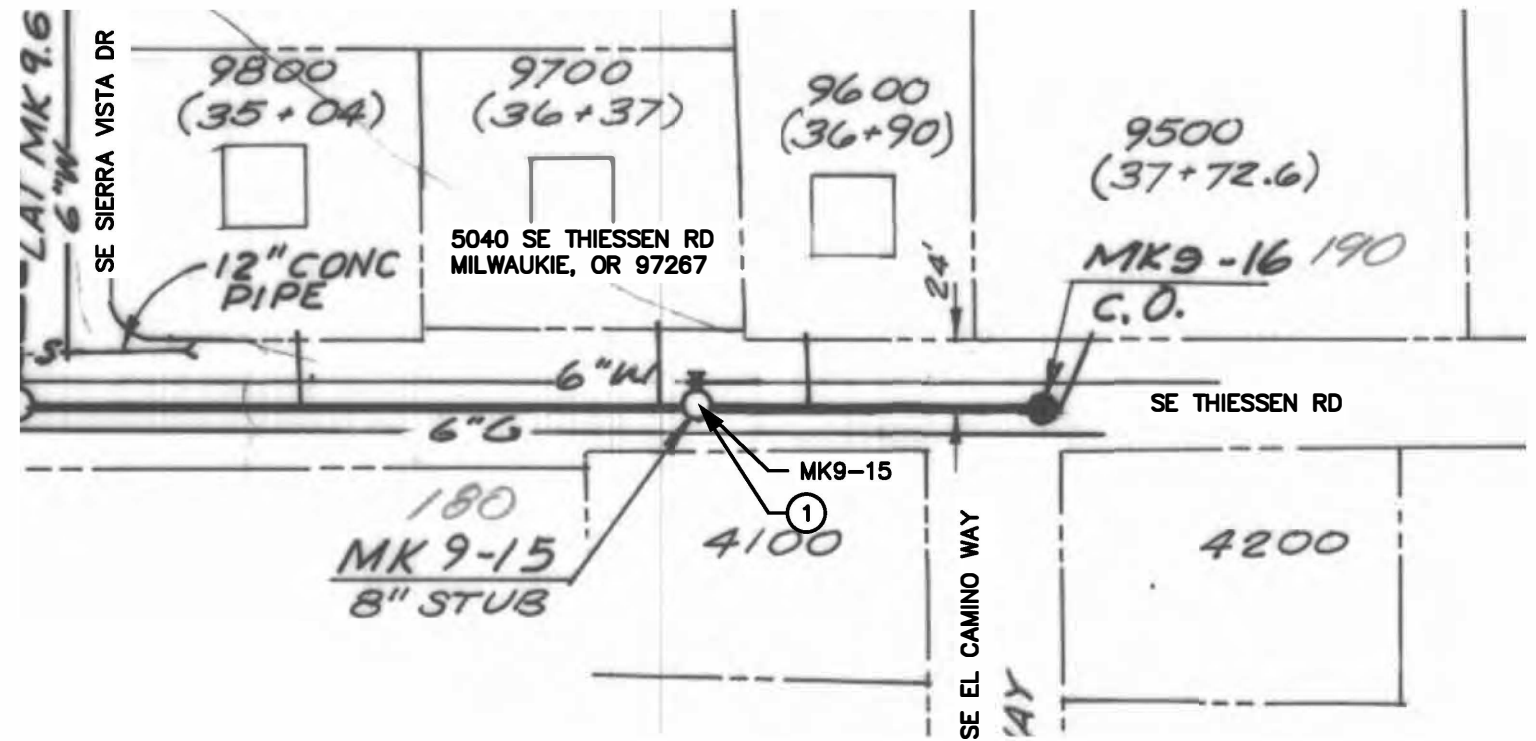
- ① GROUT MANHOLE

**MANHOLE DATA**

ID NUMBER: MK9-15  
 REPAIR TYPE: GROUT  
 DEPTH: 8.0 FEET



ASBUILT DRAWING - PROFILE



ASBUILT DRAWING - PLAN



SATELLITE IMAGE

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE MK9-15

DRAWING NO.  
C3

SHEET NO.  
12 of 80



**GENERAL NOTES**

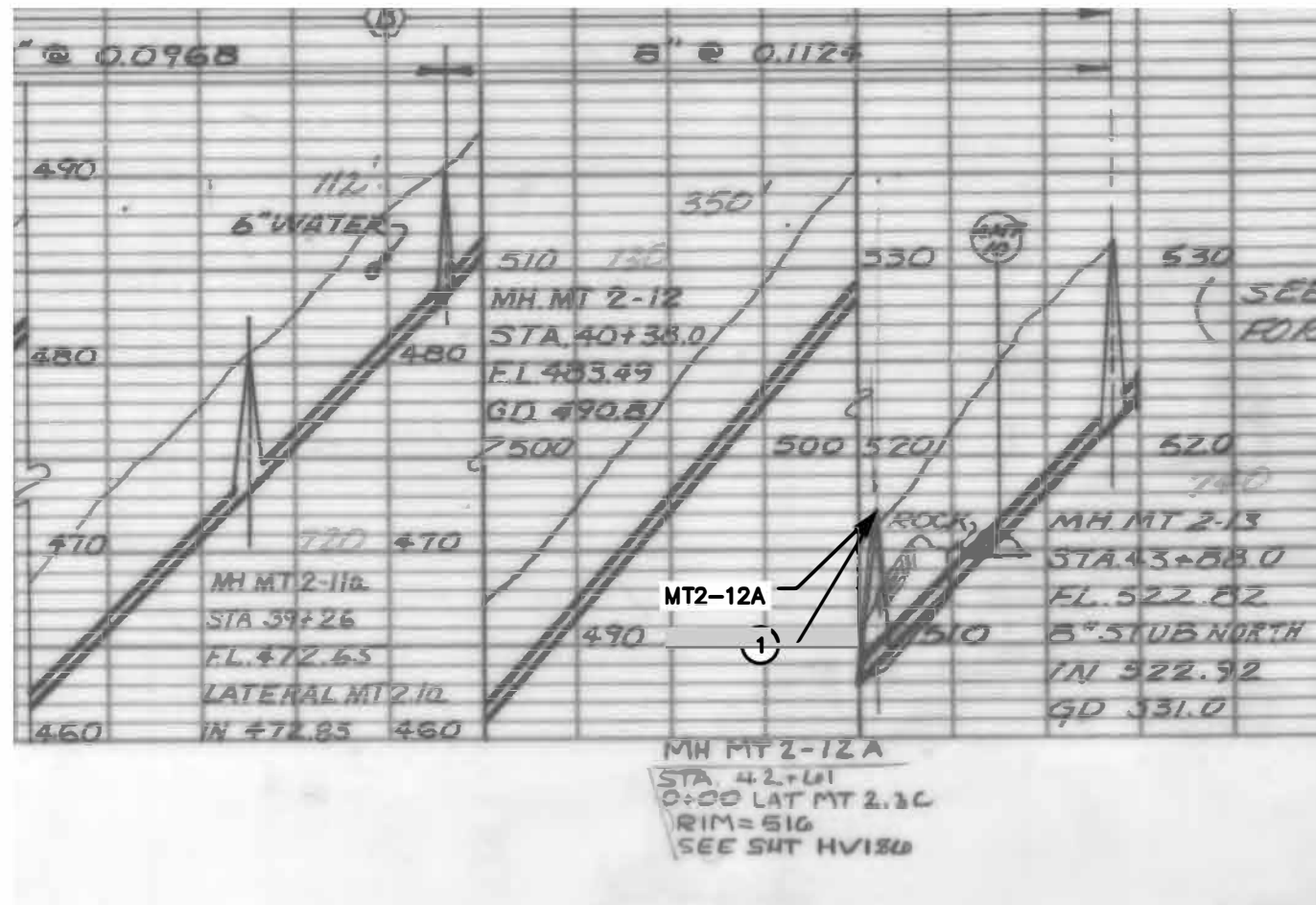
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
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**KEY NOTES**

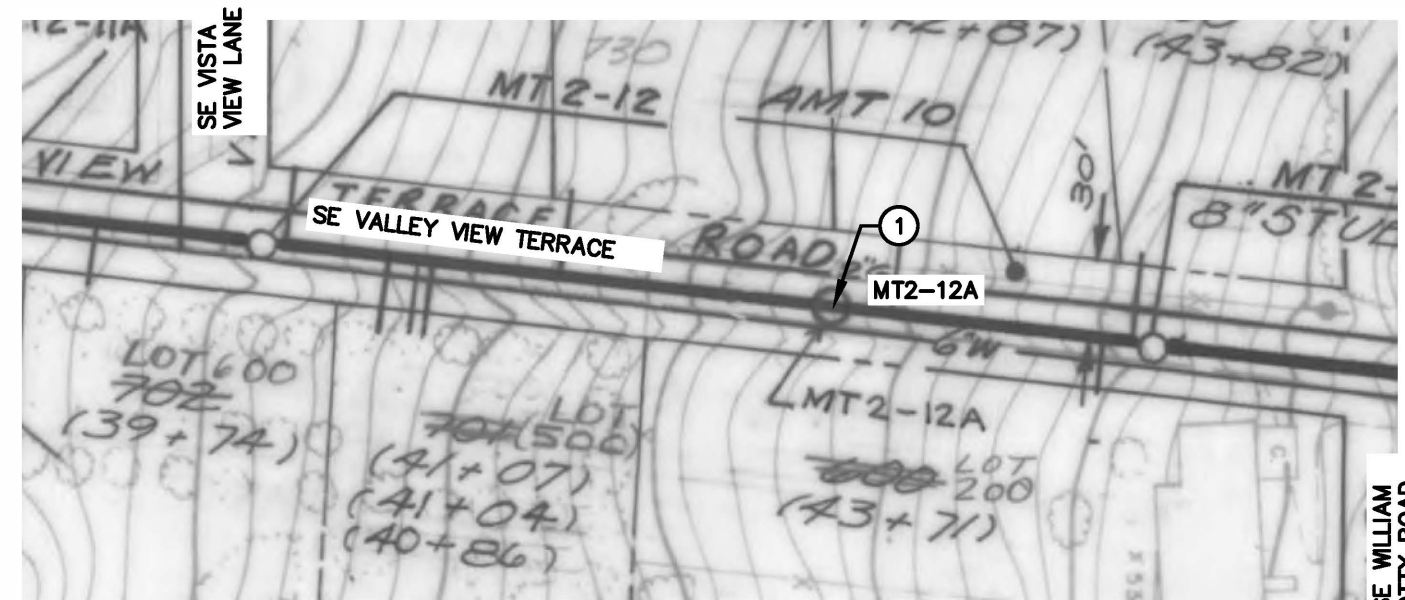
- ① GROUT MANHOLE

**MANHOLE DATA**

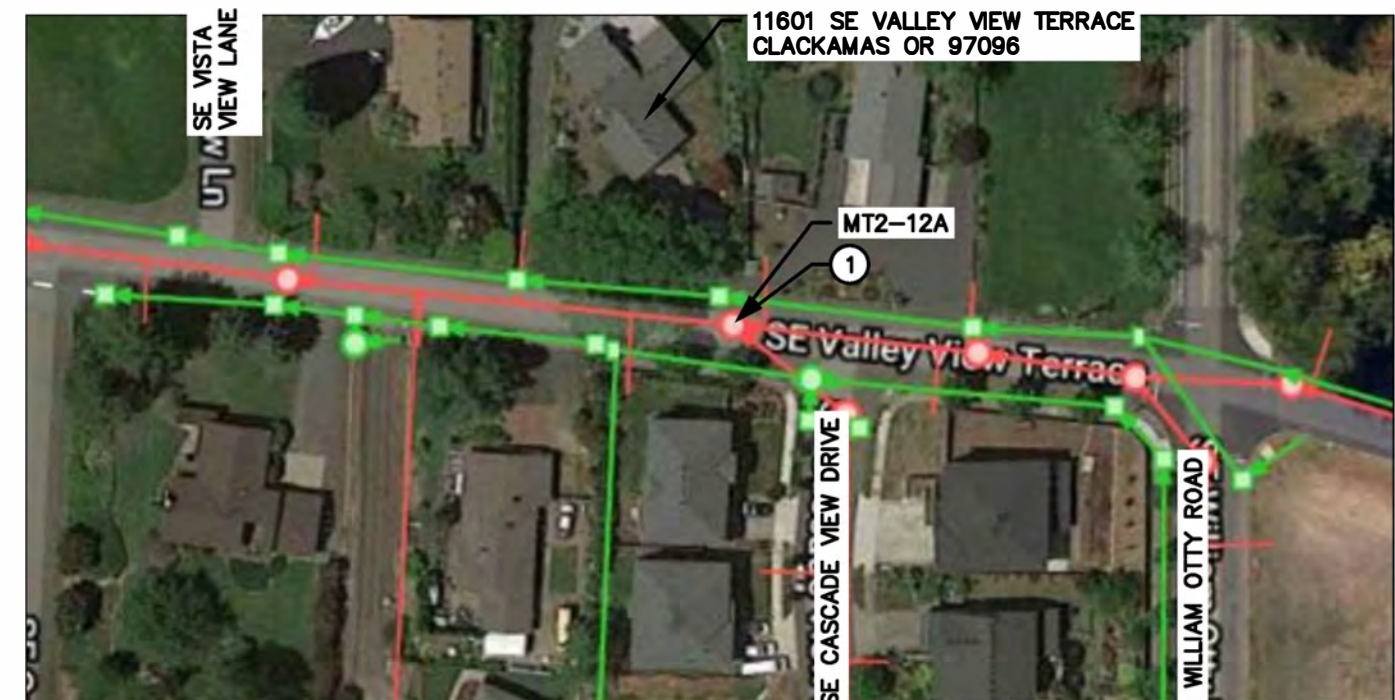
ID NUMBER: MT2-12A  
 REPAIR TYPE: GROUT  
 DEPTH: 7.7 FEET



AS-BUILT DRAWING - PROFILE



RECORD DRAWING - PLAN



SATELLITE IMAGE

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**

Water Quality Protection - Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE MT2-12A

DRAWING NO.  
C4

SHEET NO.  
13 of 80





**GENERAL NOTES**

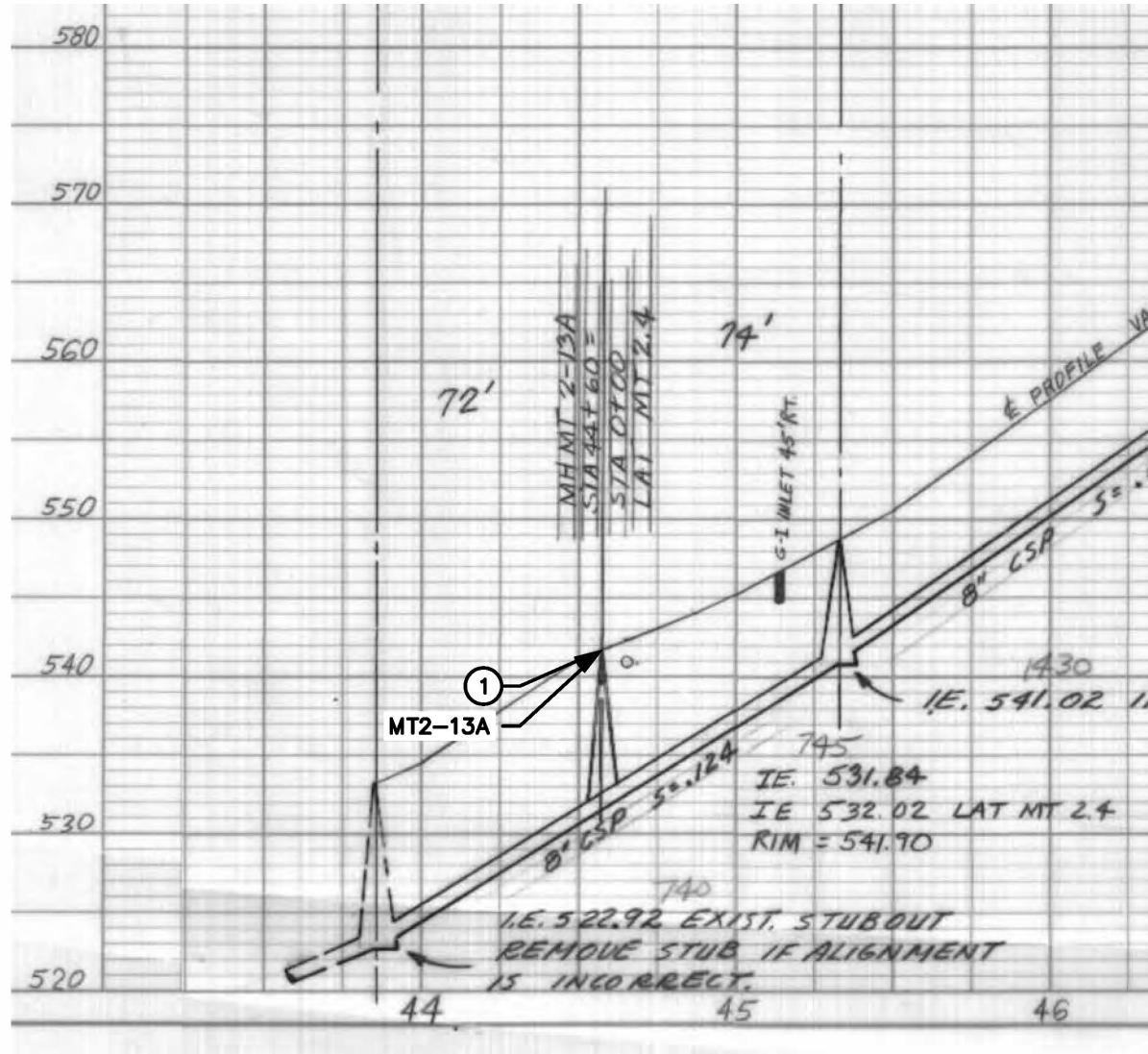
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**KEY NOTES**

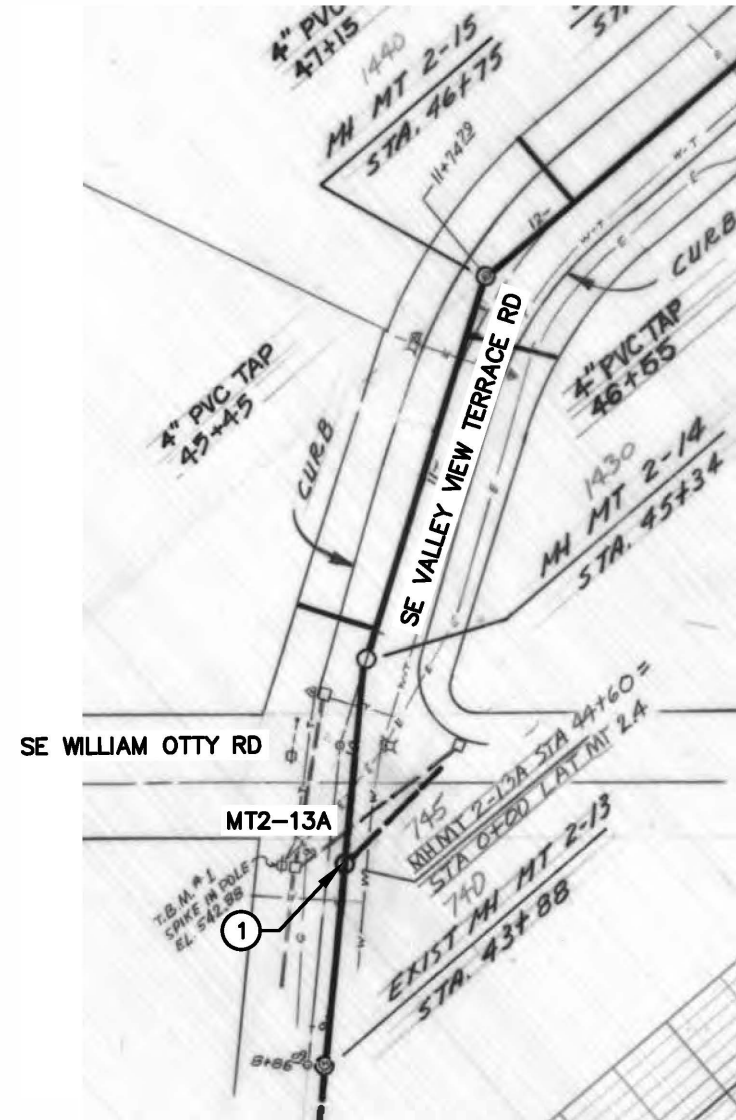
- ① GROUT MANHOLE

**MANHOLE DATA**

ID NUMBER: MT2-13A  
 REPAIR TYPE: GROUT  
 DEPTH: 10.2 FEET



RECORD DRAWING -- PROFILE



RECORD DRAWING -- PLAN



SATELLITE IMAGE



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE MT2-13A

DRAWING NO.  
C5

SHEET NO.  
14 of 80



**GENERAL NOTES**

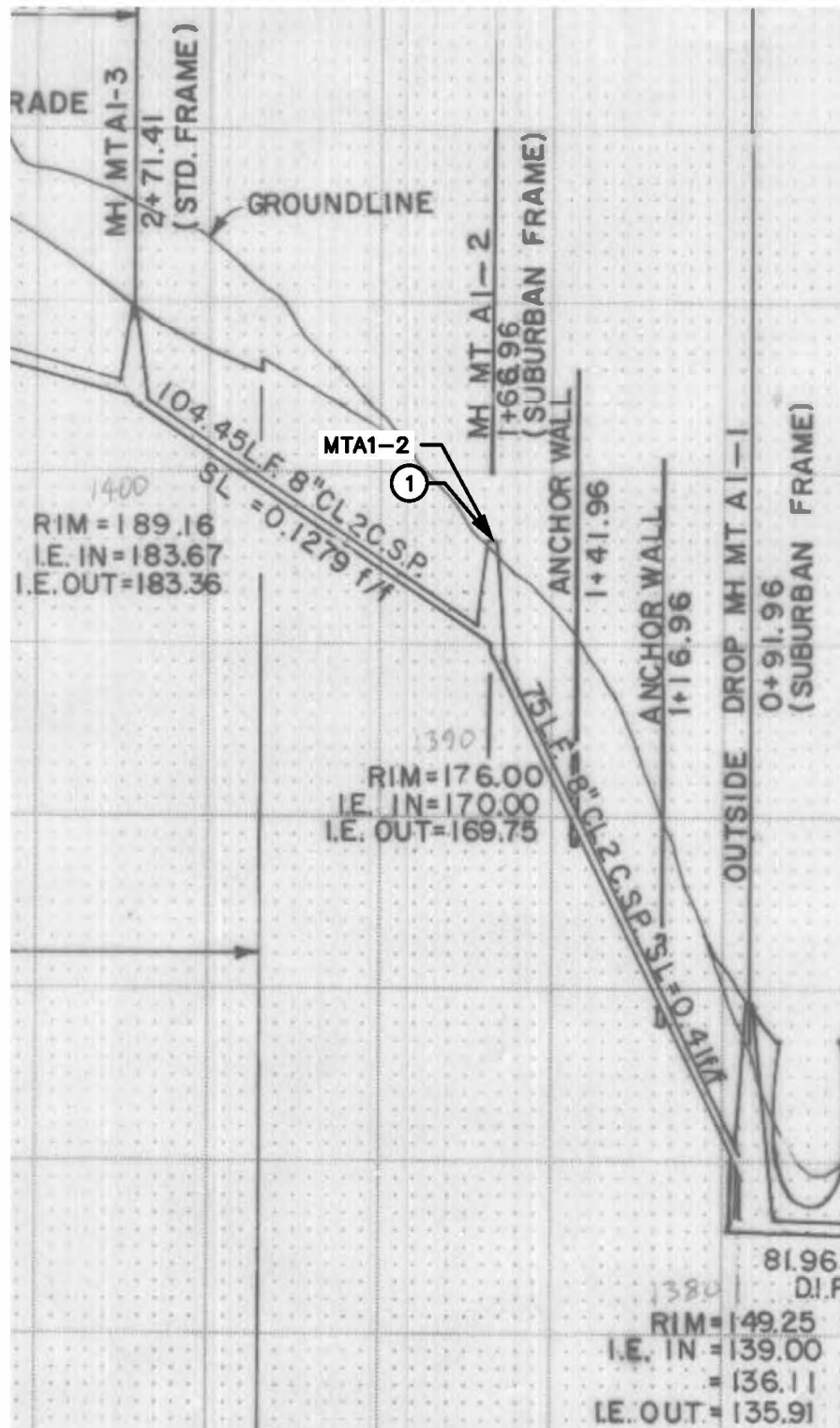
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
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**MAINTENANCE HOLE DATA**

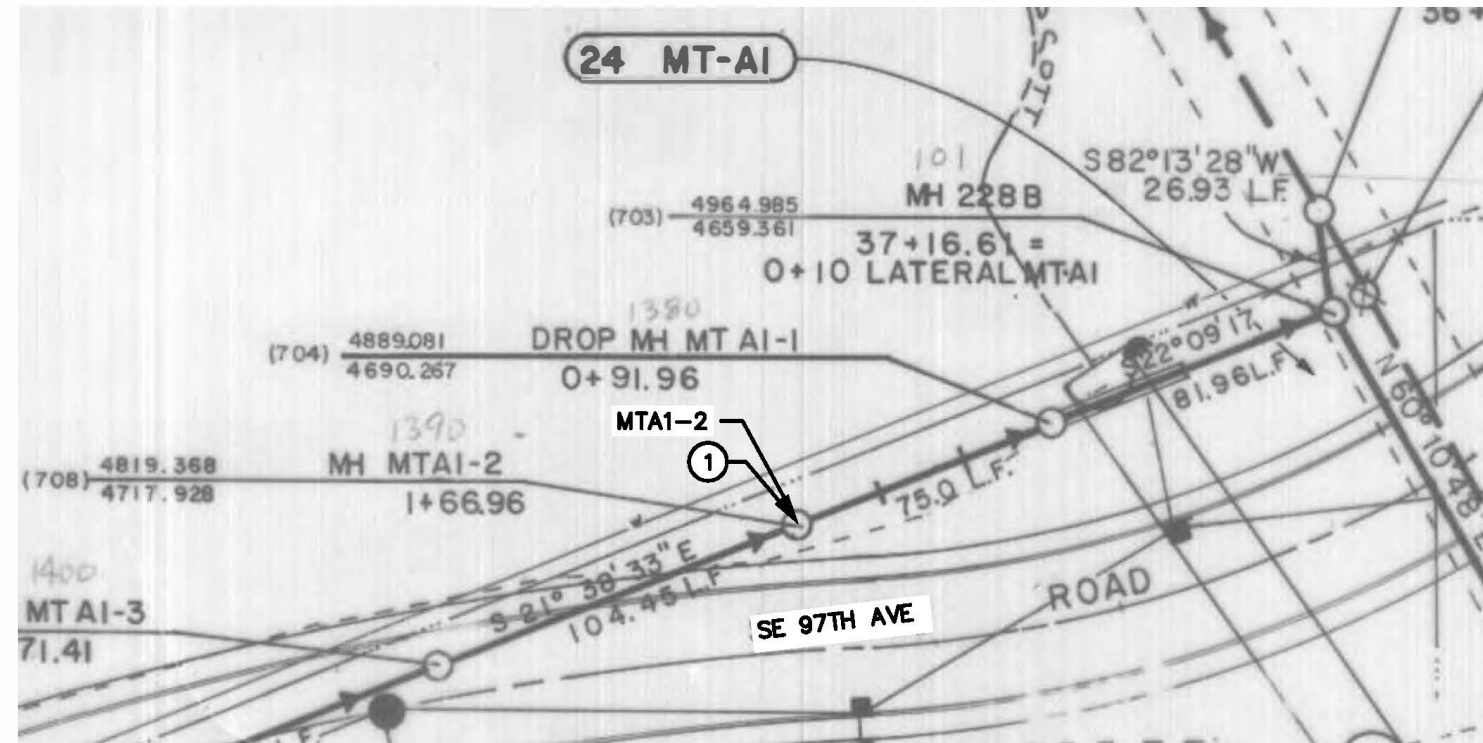
ID NUMBER: MTA1-2  
 REPAIR TYPE: GROUT  
 DEPTH: 6.3 FEET

**KEY NOTES**

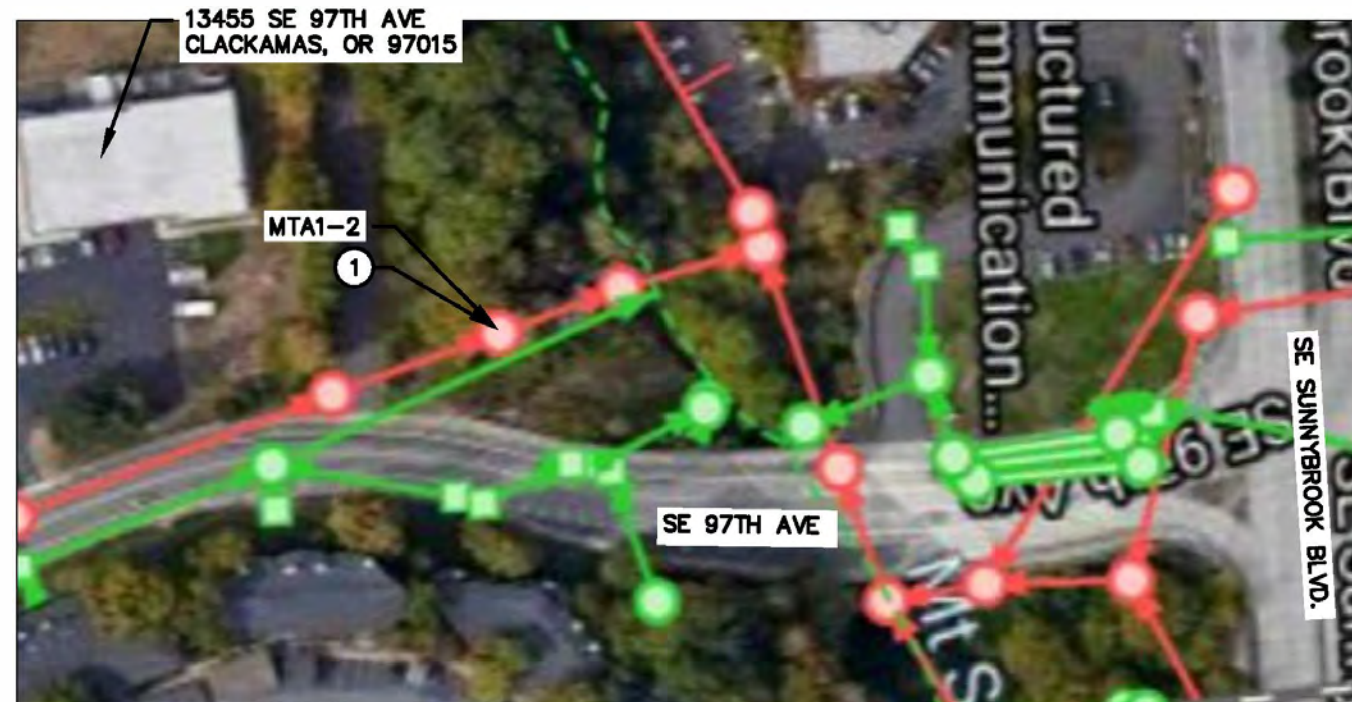
- ① GROUT MANHOLE



**ASBUILT DRAWING - PROFILE**



**ASBUILT DRAWING - PLAN**



**SATELLITE IMAGE**



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	

**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT	DRAWING NO. <b>C6</b>
<b>MANHOLE MTA1-2</b>	SHEET NO. 15 of 80



**GENERAL NOTES**

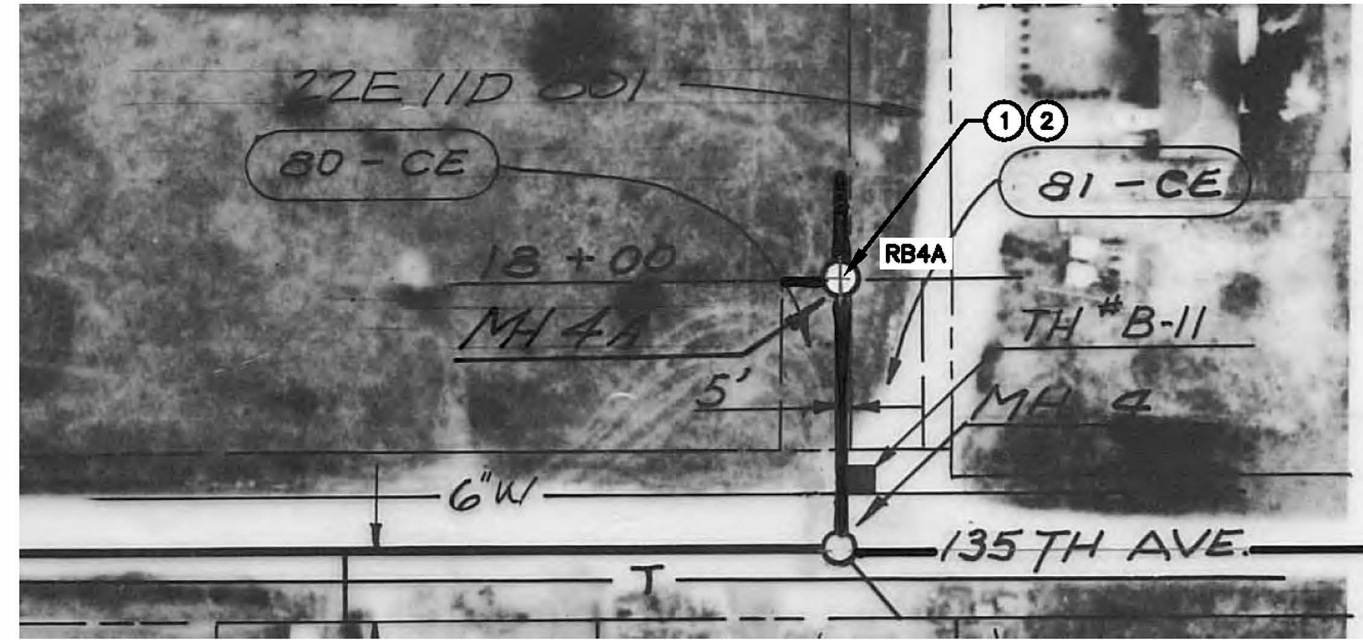
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**KEY NOTES**

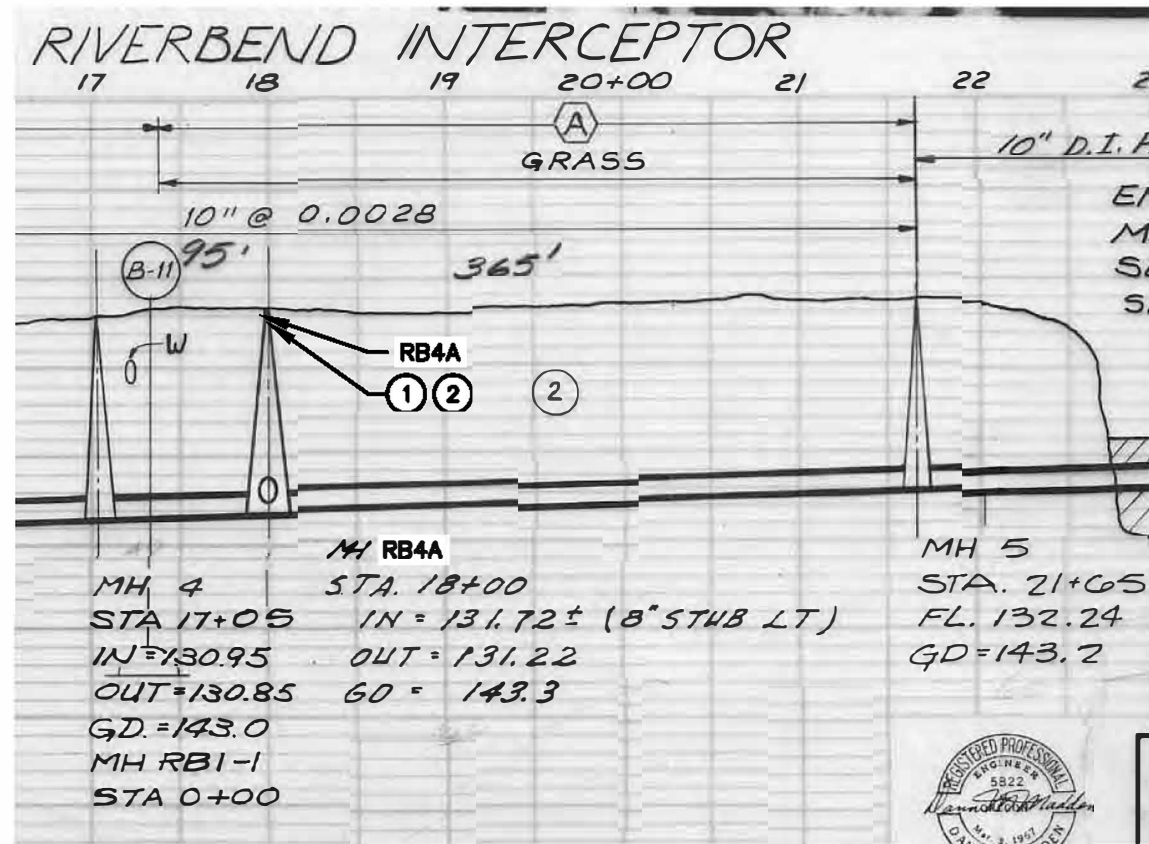
- ① GROUT MANHOLE
- ② EPOXY MANHOLE

**MAINTENANCE HOLE DATA**

ID NUMBER: RB4A  
 REPAIR TYPE: GROUT/EPOXY  
 DEPTH: 12.1 FEET  
 ADDRESS: 16160 SE 135TH AVE



**AASBUILT DRAWING - PLAN.**



**AASBUILT DRAWING - PROFILE.**



**SATELLITE IMAGE.**

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE RB4A

DRAWING NO.  
C7

SHEET NO.  
16 of 80



**GENERAL NOTES**

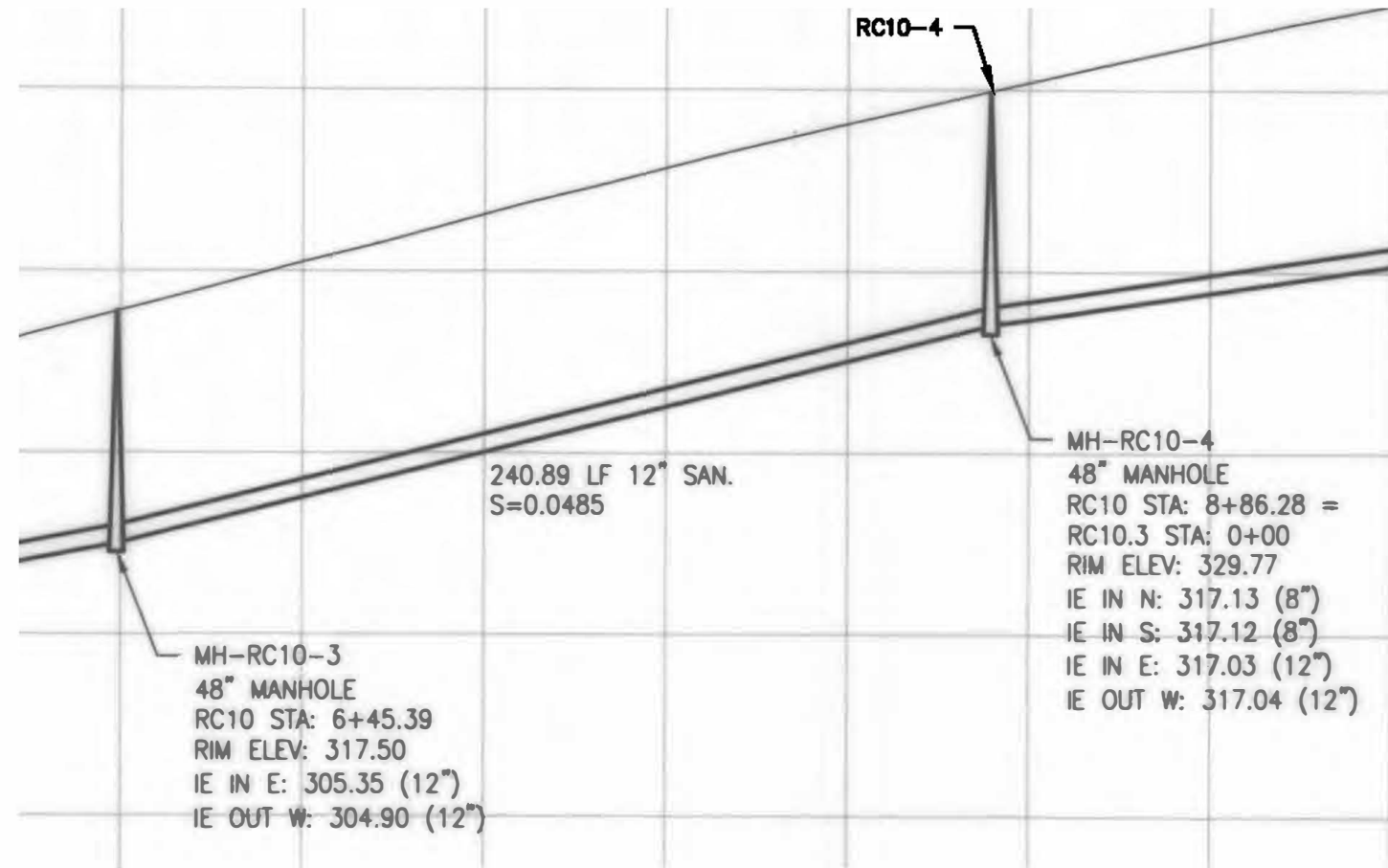
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**KEY NOTES**

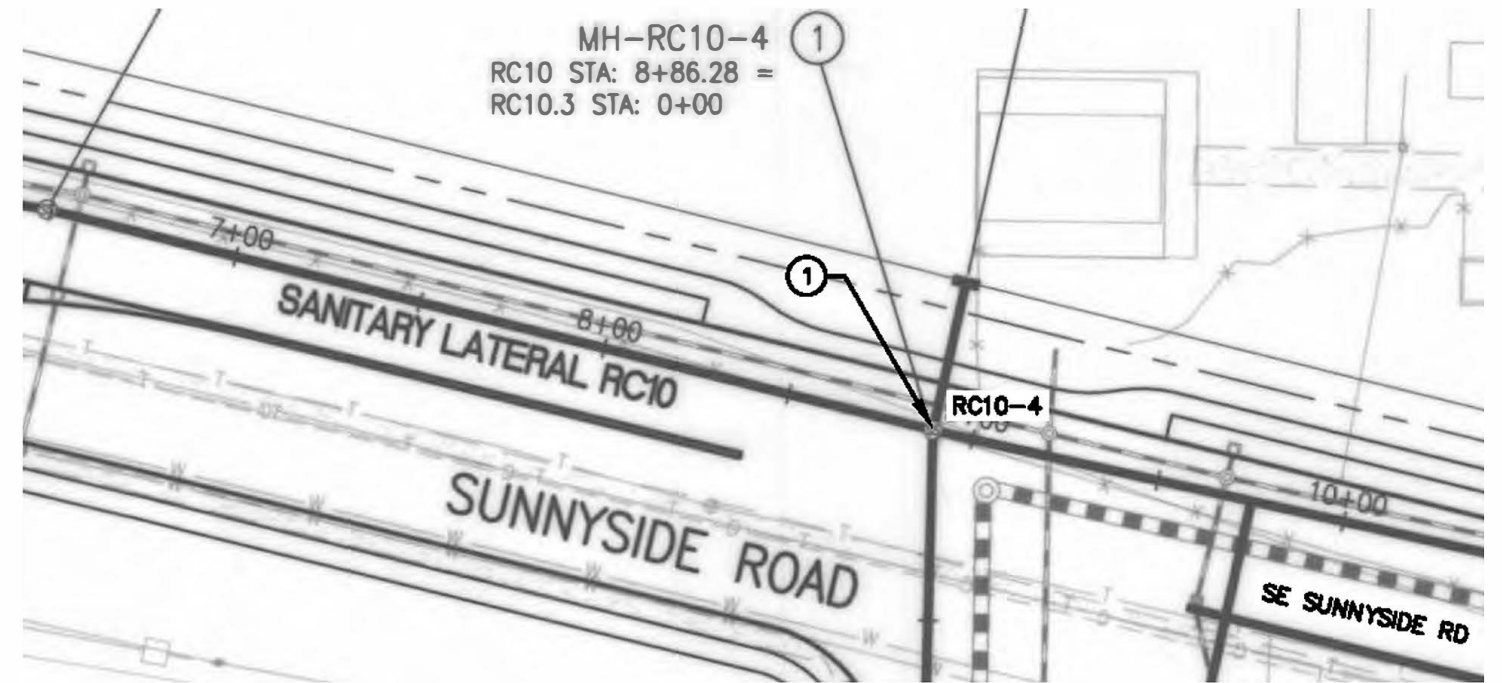
- ① GROUT MANHOLE

**MAINTENANCE HOLE DATA**

ID NUMBER: RC10-4  
 REPAIR TYPE: GROUT  
 DEPTH: 12.7 FEET



**ASBUILT DRAWING - PROFILE**



**ASBUILT DRAWING**



**SATELLITE IMAGE**



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE RC10-4

DRAWING NO.

C8

SHEET NO.

17 of 80



**GENERAL NOTES**

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**KEY NOTES**

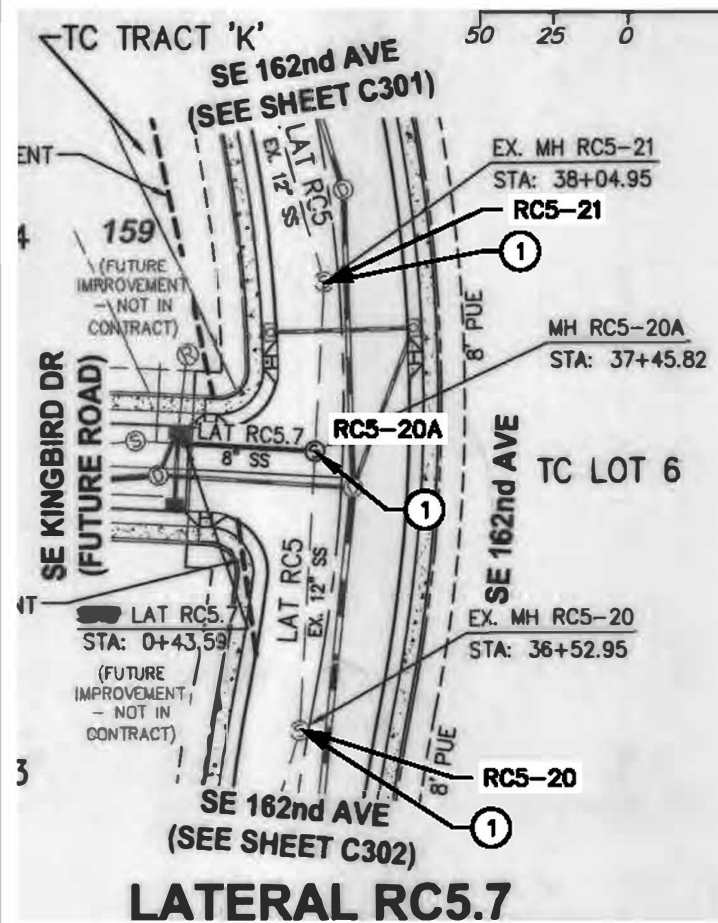
- ① GROUT MANHOLE

**MAINTENANCE HOLE DATA**

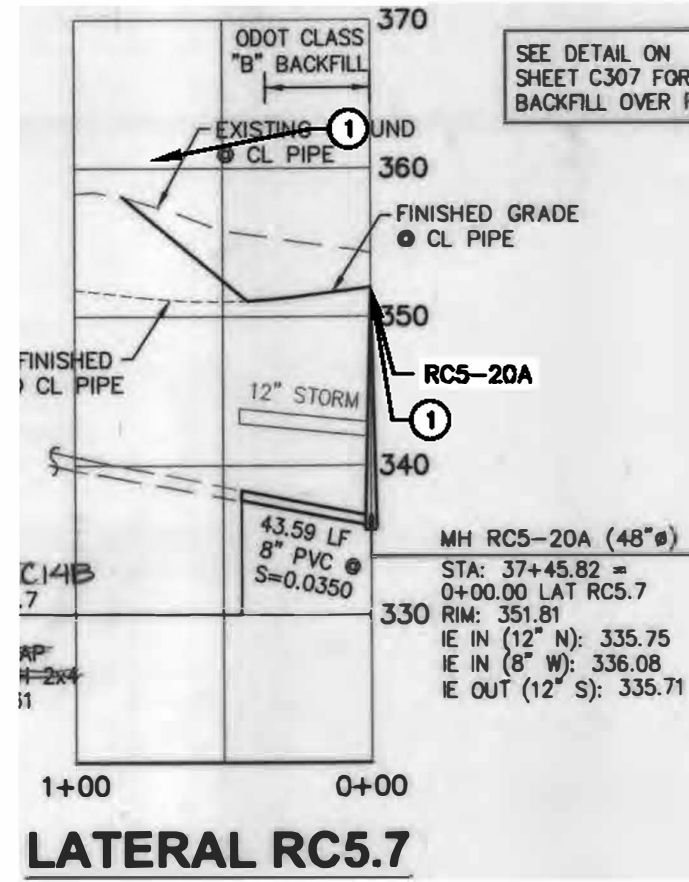
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REPAIR TYPE: GROUT  
DEPTH: 20.0 FEET

ID NUMBER: RC5-20A  
REPAIR TYPE: GROUT  
DEPTH: 16.1 FEET

ID NUMBER: RC5-21  
REPAIR TYPE: GROUT  
DEPTH: 18.6 FEET



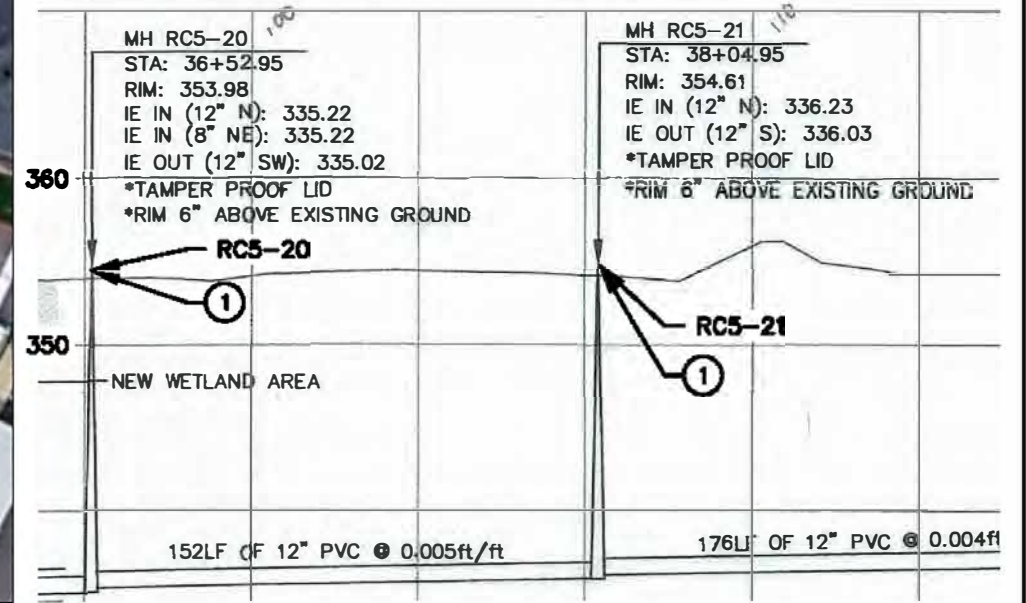
**AS-BUILT DRAWING - PLAN**



**AS-BUILT DRAWING - PROFILE (KINGBIRD DR)**



**SATELLITE IMAGE**



**AS-BUILT DRAWING - PROFILE (162ND AVE)**



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
Water Quality Protection • Surface Water Management  
Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLES RC5-20A, RC5-20 & RC5-21

DRAWING NO.  
C09

SHEET NO.  
18 of 80



**GENERAL NOTES**

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**KEY NOTES**

- 1 GROUT MANHOLE

**MANHOLE DATA**

ID NUMBER: RC5-23  
 REPAIR TYPE: GROUT  
 DEPTH: 14.7 FEET

MH RC5-24 TO BE CONSTRUCTED BY OTHERS

STA: 44+71.95

162nd STA: 2+30.84 LT: 6.71

RIM: 350.23

IE IN (8" N): 339.34

IE IN (8" NW): 339.34

IE OUT (12" S): 339.14

MH RC5-23

STA: 43+82.95

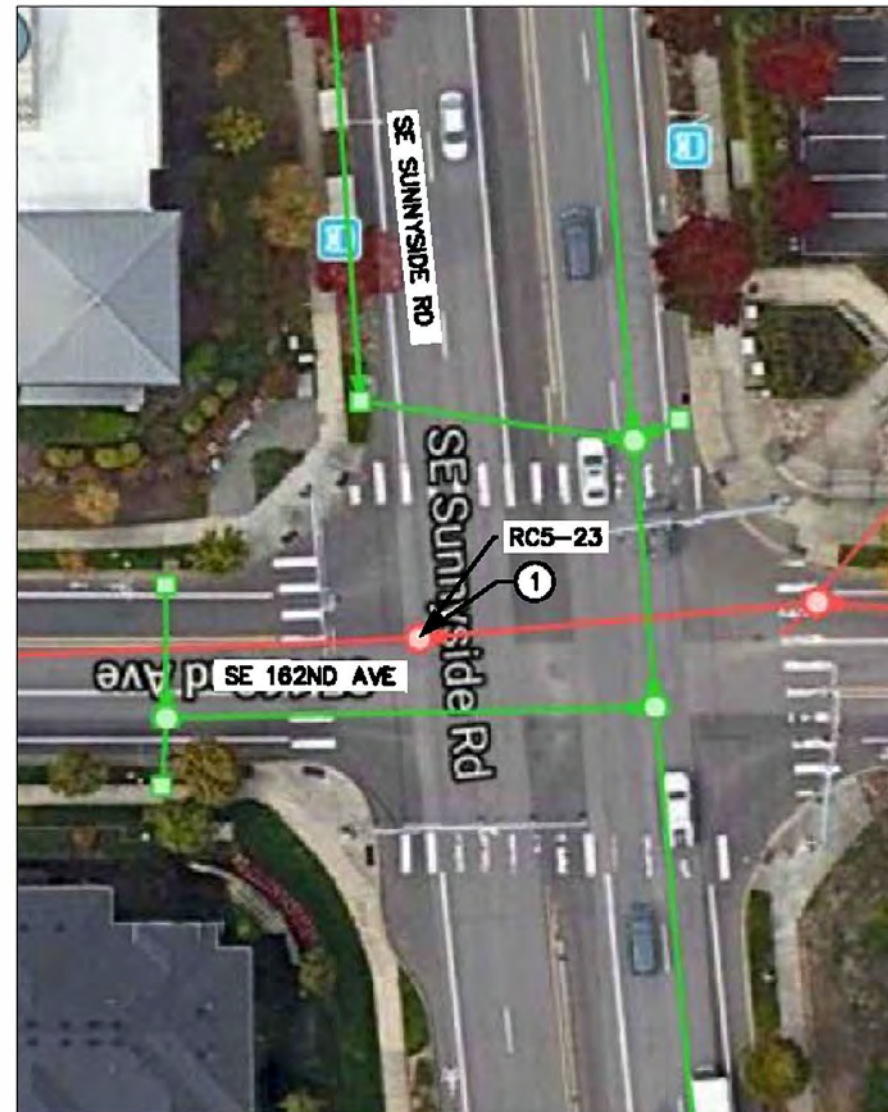
RIM: 353.34

IE IN (8" N): 338.74

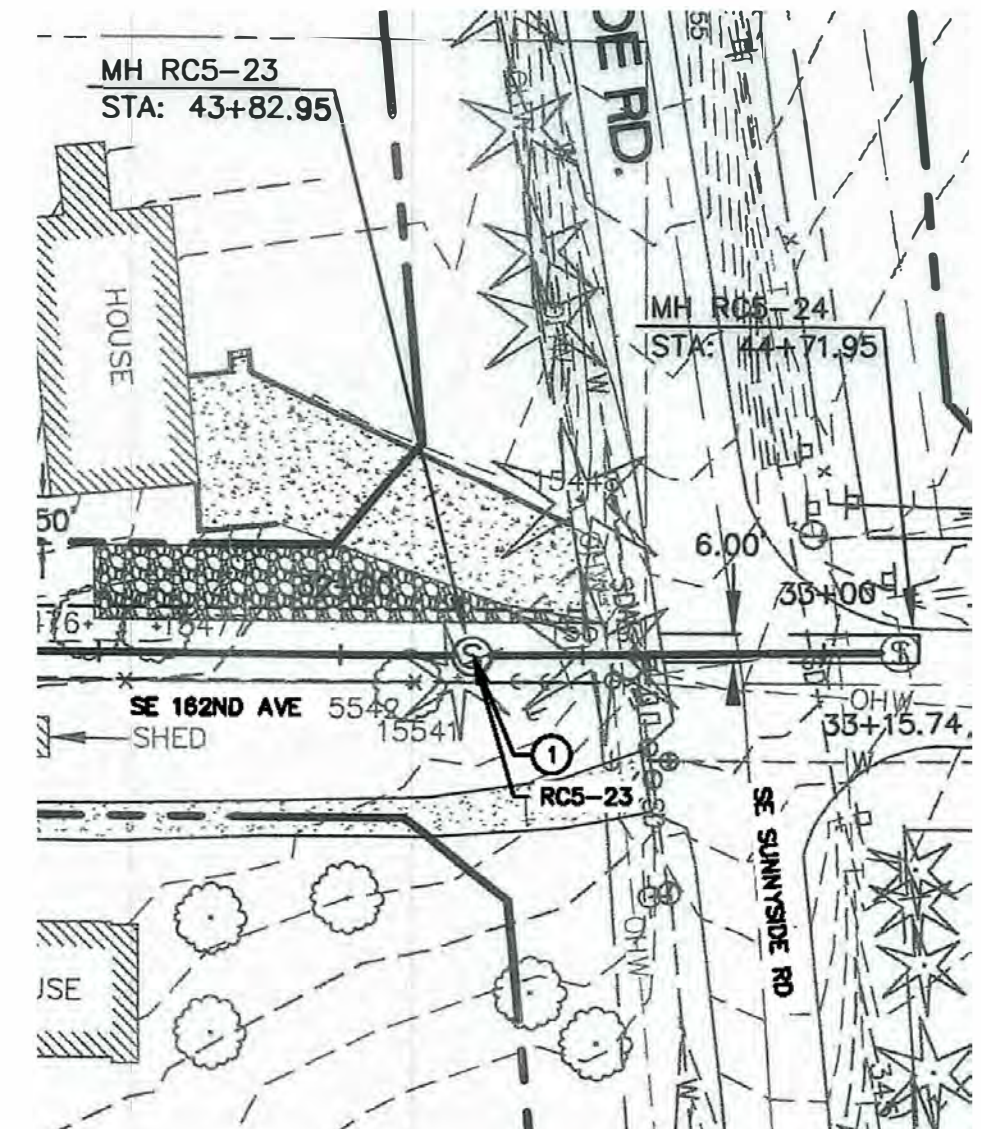
IE OUT (12" S): 338.64

89LF OF 12" PVC  
 @ 0.005ft/ft

ASBUILT DRAWING - PROFILE



SATELLITE IMAGE



ASBUILT DRAWING - PLAN



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
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19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE RC5-23

DRAWING NO.  
C10

SHEET NO.  
19 of 80



**GENERAL NOTES**

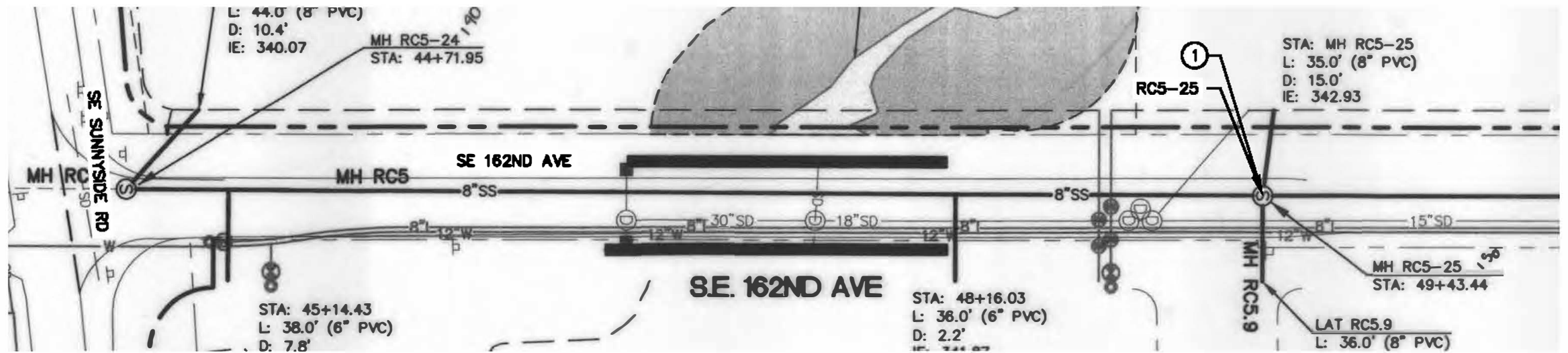
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**KEY NOTES**

- ① GROUT MANHOLE

**MANHOLE DATA**

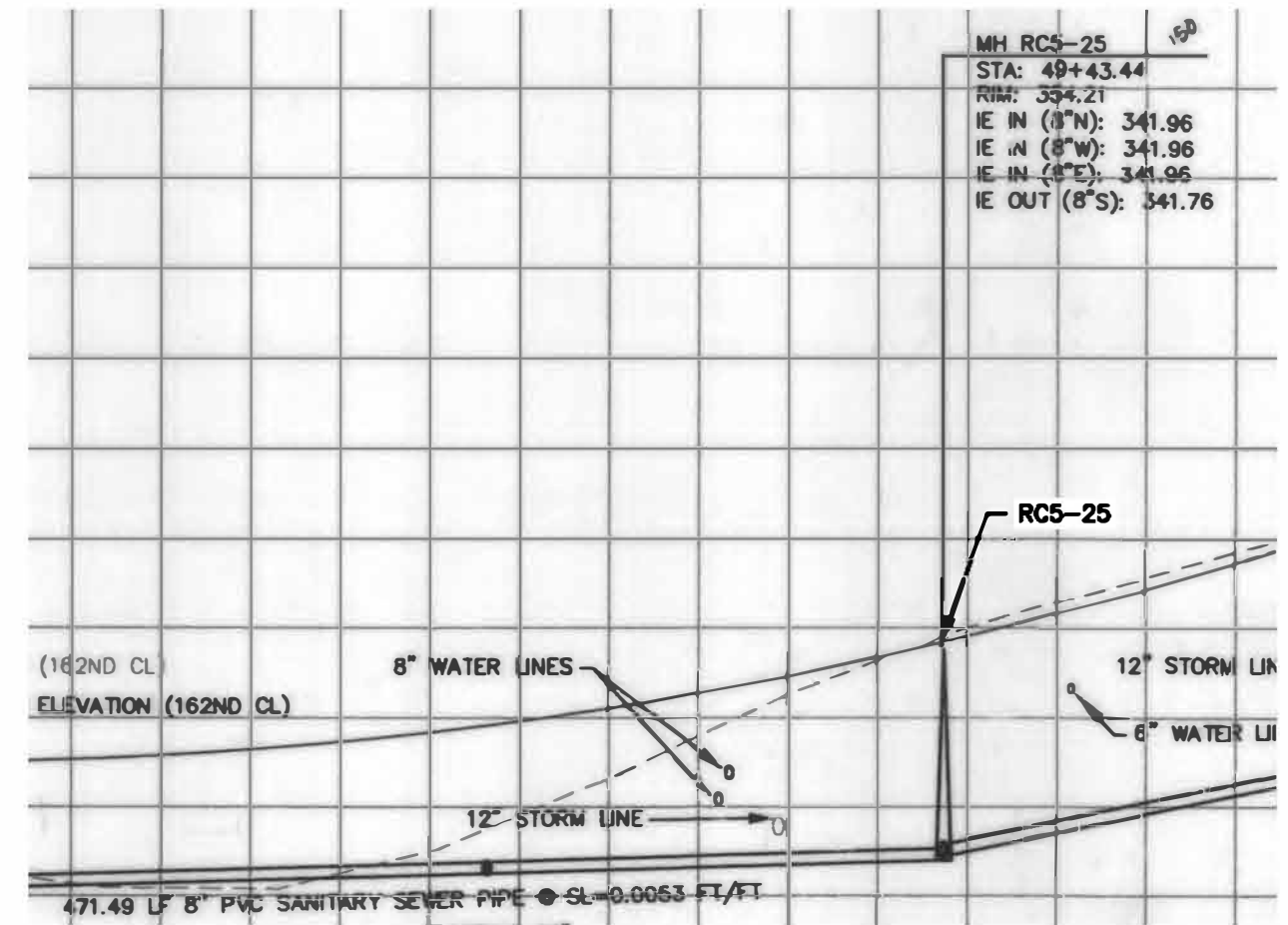
ID NUMBER: RC5-25  
 REPAIR TYPE: GROUT  
 DEPTH: 12.5 FEET



**AS-BUILT DRAWING - PLAN**



**SATELLITE IMAGE**



**AS-BUILT DRAWING - PROFILE**

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR  
 CHECKED BY: JDR  
 DATE: APRIL 2020  
 PROJECT NO: P632280

DRAWN BY: NRS  
 SCALE: N.T.S.



19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE RC5-25

DRAWING NO.

C11

SHEET NO.

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**GENERAL NOTES**

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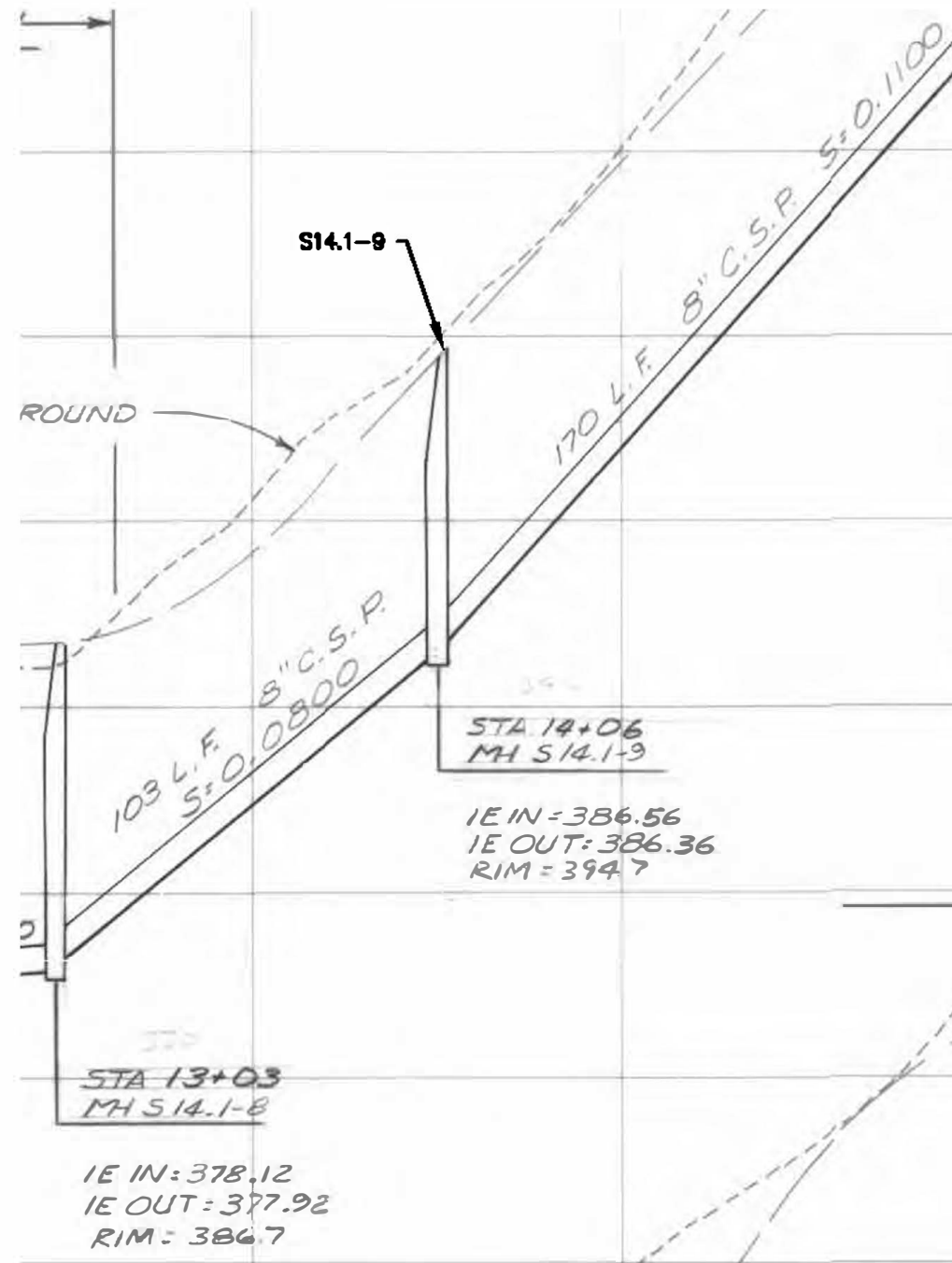
- ① GROUT MANHOLE

**MANHOLE DATA**

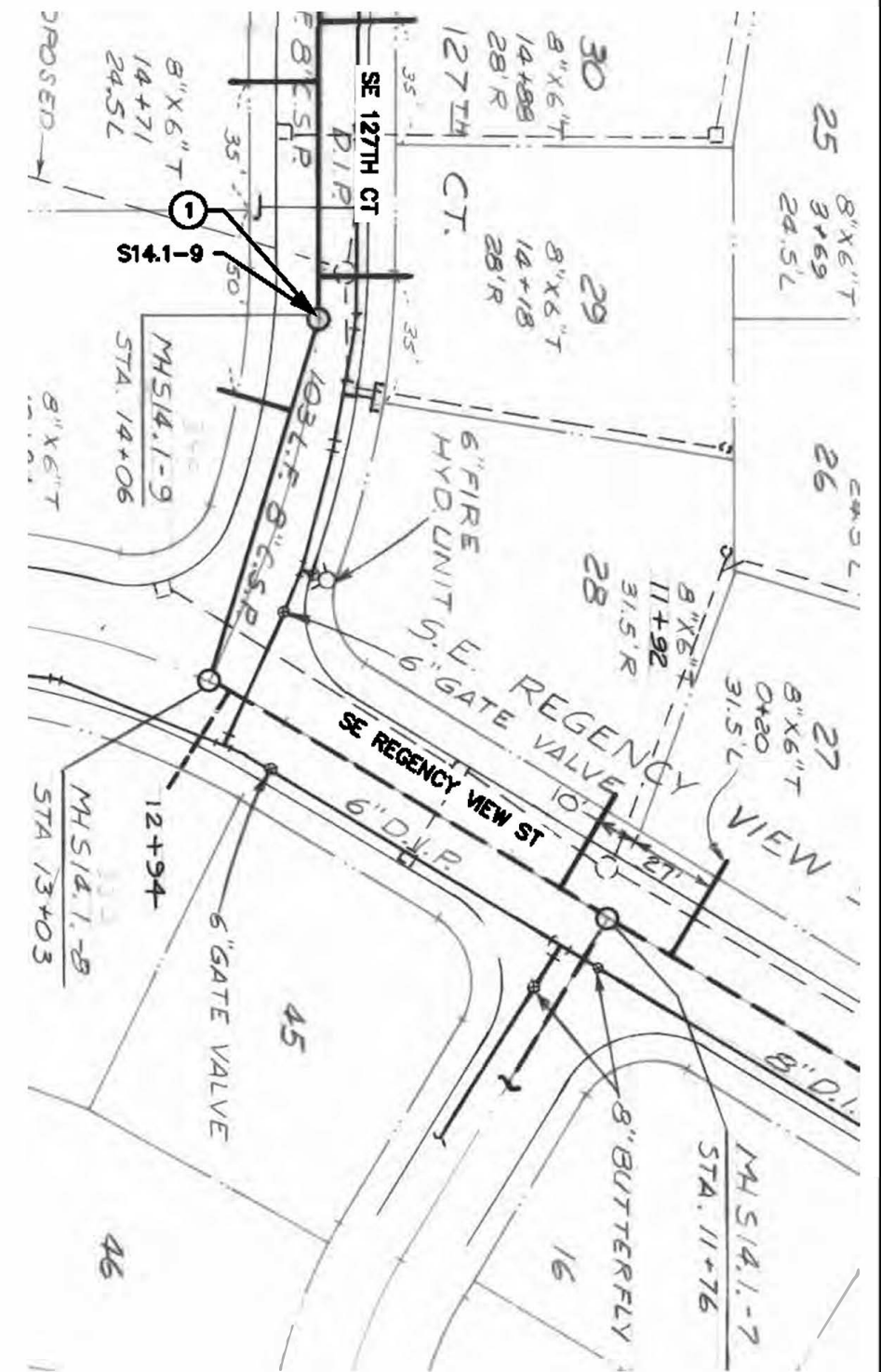
ID NUMBER: S14.1-9  
 REPAIR TYPE: GROUT  
 DEPTH: 8.3 FEET



**SATELLITE IMAGE**



**ASBUILT DRAWING - PROFILE**



**ASBUILT DRAWING - PLAN**



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE S14.1-9

DRAWING NO.

C12

SHEET NO.

21 of 80



**GENERAL NOTES**

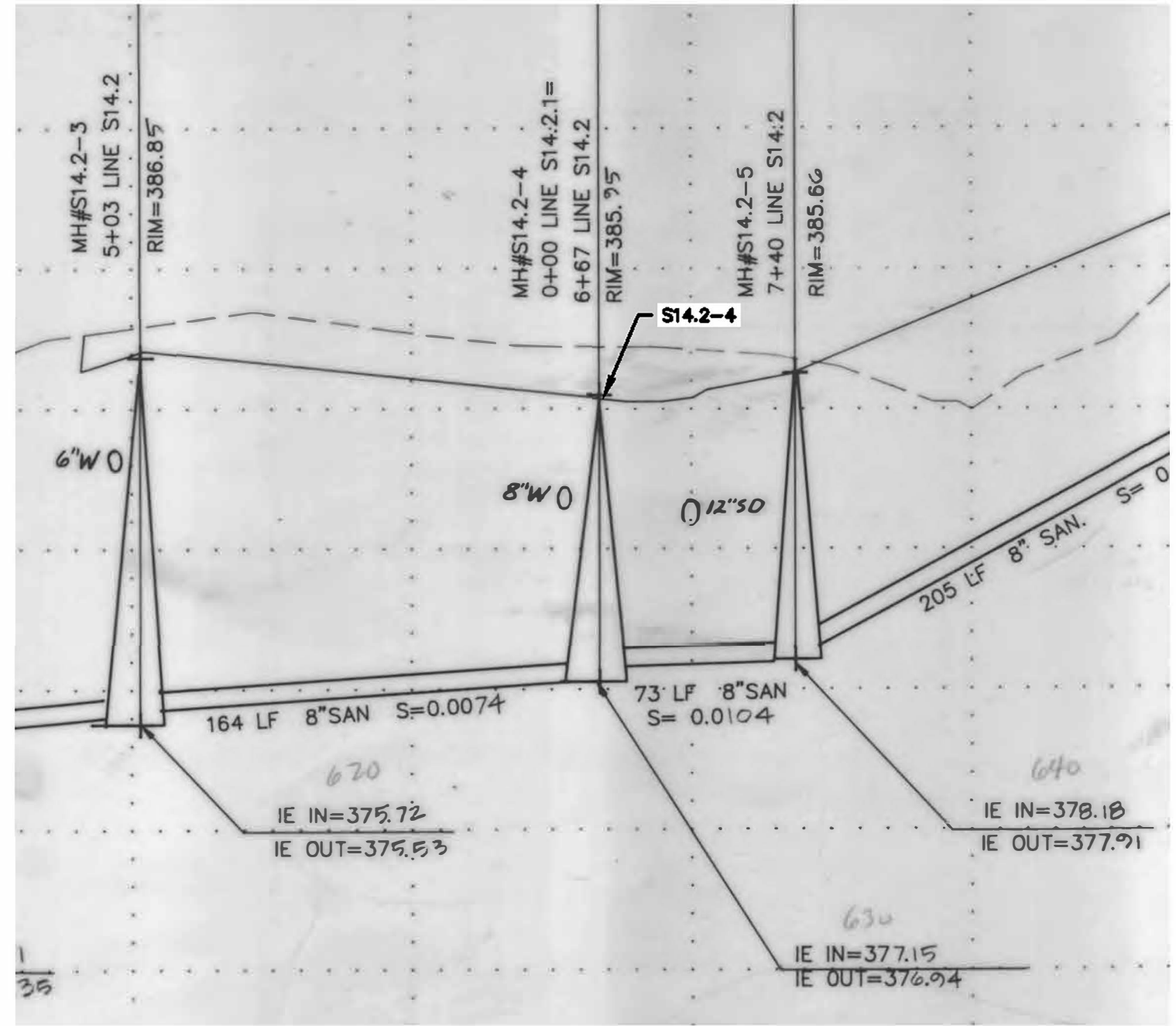
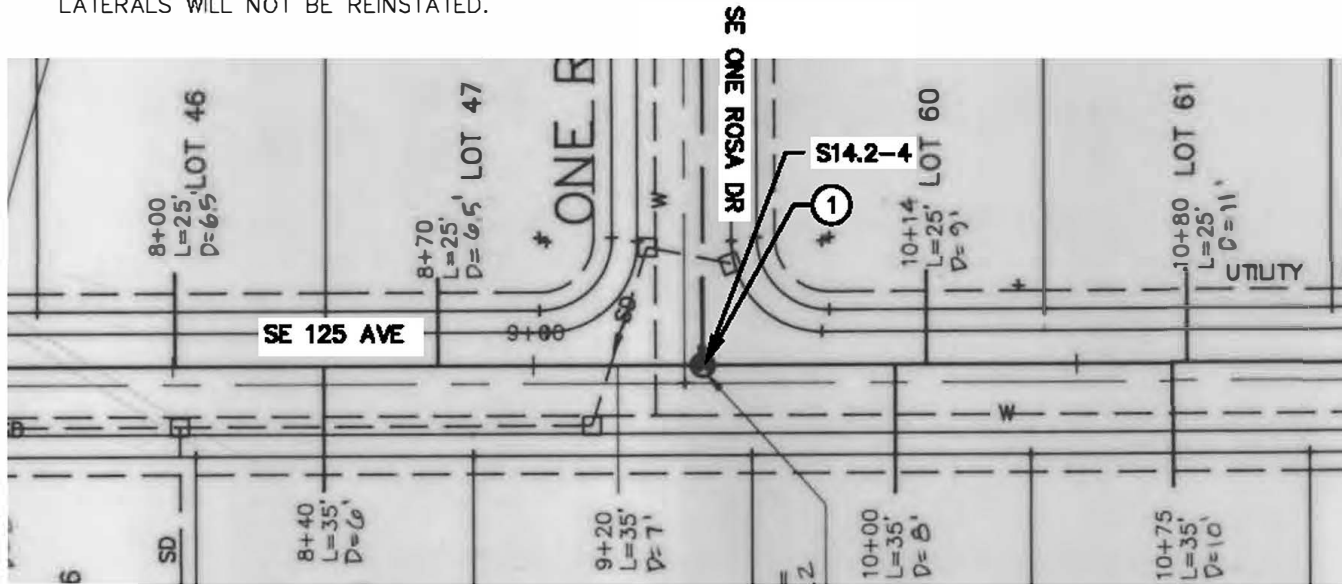
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
2. ALL LATERAL CONNECTIONS TO BE FIELD VERIFIED AND LOCATED.
3. SATELLITE IMAGES ARE FOR REFERENCE ONLY AND MAY NOT ACCURATELY REFLECT EXISTING CONDITIONS, INCLUDING THE LOCATION OF SEWER STRUCTURES, PIPES AND LATERAL CONNECTIONS.
4. CONTRACTOR TO RECONNECT ACTIVE SERVICE LATERALS ONLY. ABANDONED OR CAPPED LATERALS WILL NOT BE REINSTATED.

**KEY NOTES**

- ① GROUT MANHOLE

**MANHOLE DATA**

ID NUMBER: S14.2-4  
 REPAIR TYPE: GROUT  
 DEPTH: 9.0 FEET



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	

**WATER ENVIRONMENT SERVICES**  
Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE S14.2-4

DRAWING NO.  
C13

SHEET NO.  
22 of 80



**GENERAL NOTES**

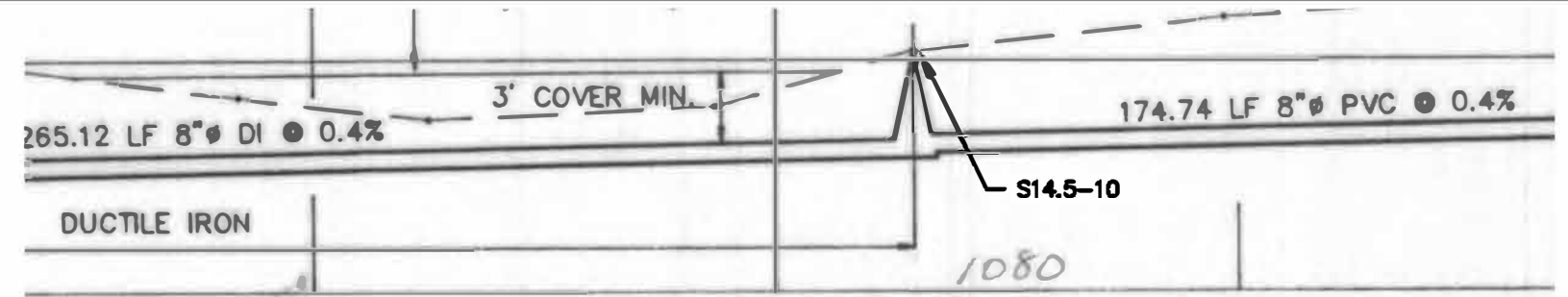
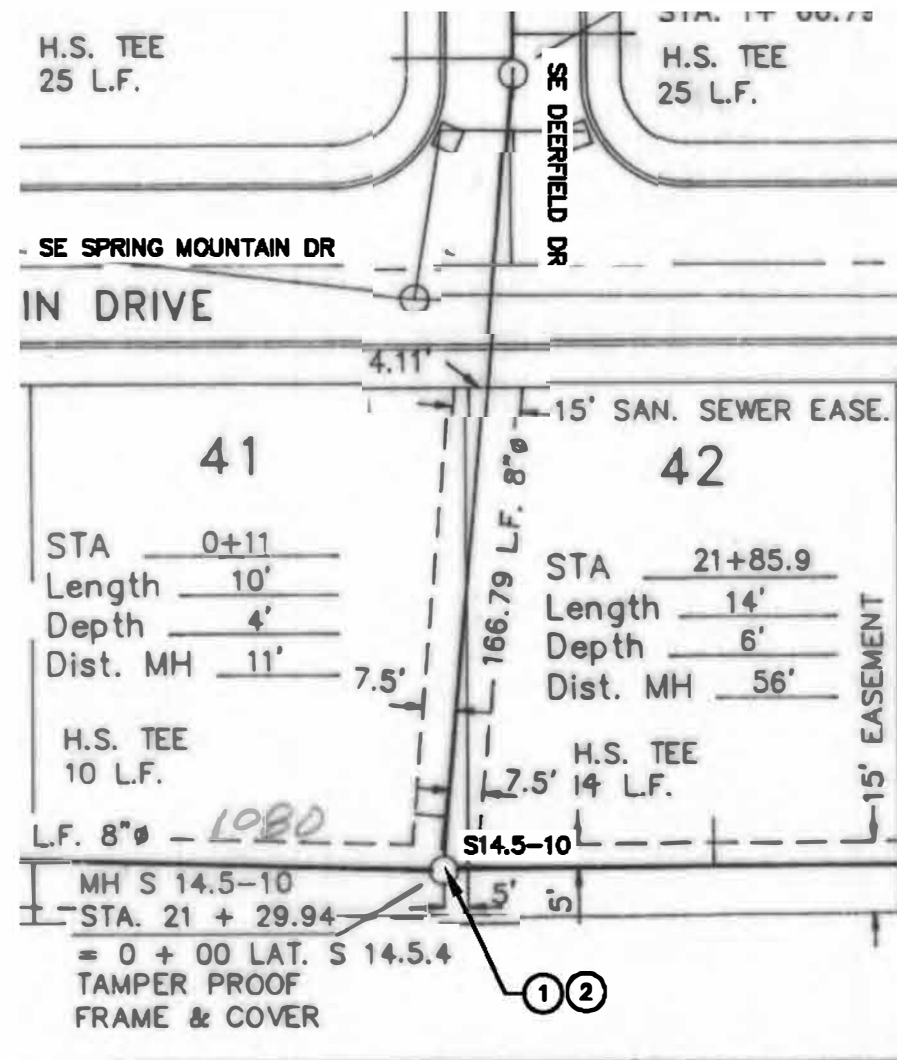
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCE
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**MANHOLE DATA**

ID NUMBER: S14.5-10  
 REPAIR TYPE: GROUT/EPOXY  
 DEPTH: 4.5 FEET

**KEY NOTES**

- ① GROUT MANHOLE
- ② EPOXY MANHOLE



20 + 00      21 + 00      22 + 00  
 FLATTOP  
 MH S 14.5-10  
 STA. 21+29.94=0+0 LAT S 14.5.4  
 RIM EL. 570.2±  
 IE IN 565.94  
 IE OUT 565.74  
 IE IN 565.94 (LAT S 14.5.4)



ASBUILT DRAWING - PLAN

SATELLITE IMAGE

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR      DRAWN BY: NRS  
 CHECKED BY: JDR      SCALE: N.T.S.  
 DATE: APRIL 2020  
 PROJECT NO: P632280

**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE S14.5-10

DRAWING NO. C14  
 SHEET NO. 23 of 80



**GENERAL NOTES**

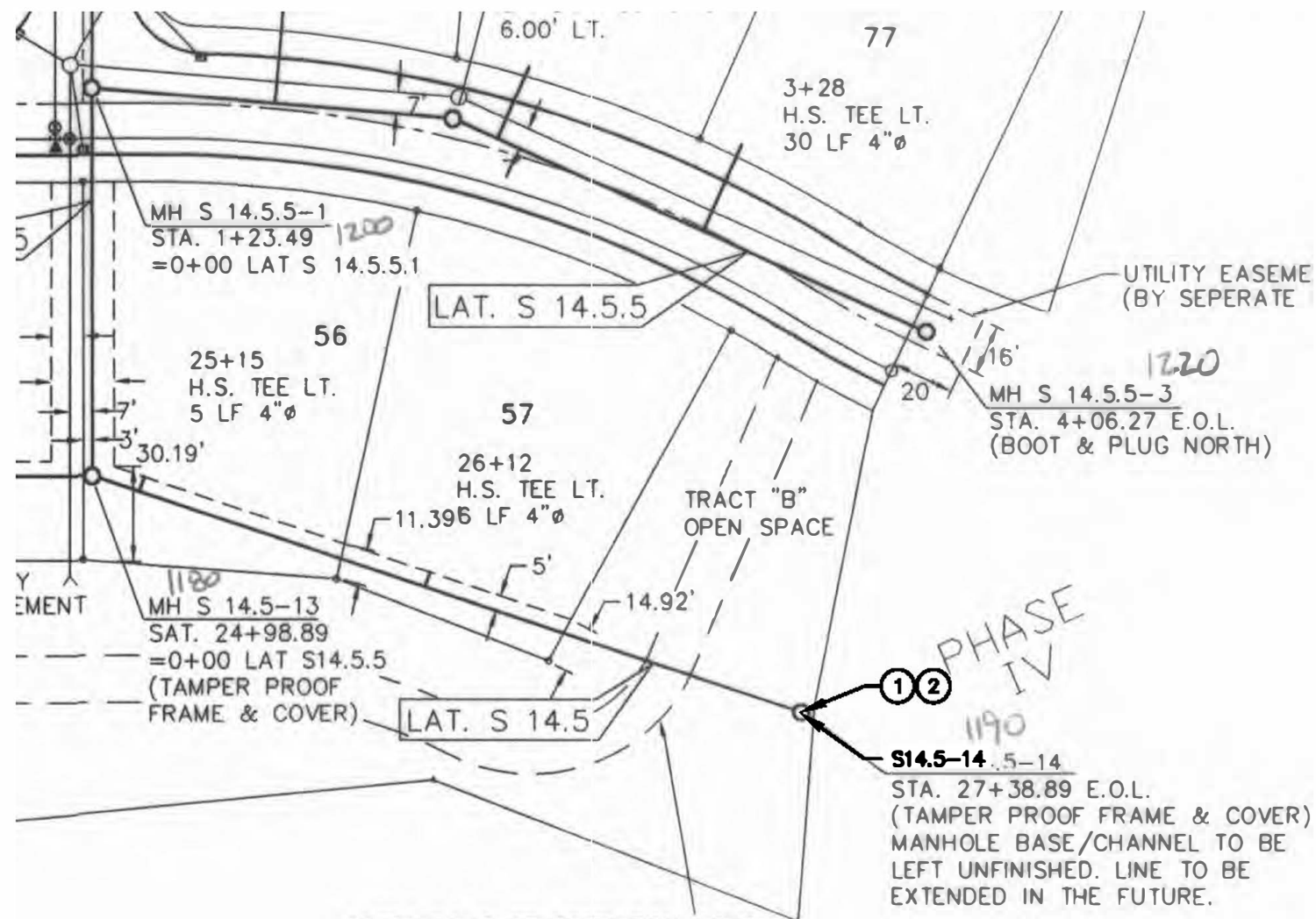
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCE
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**KEY NOTES**

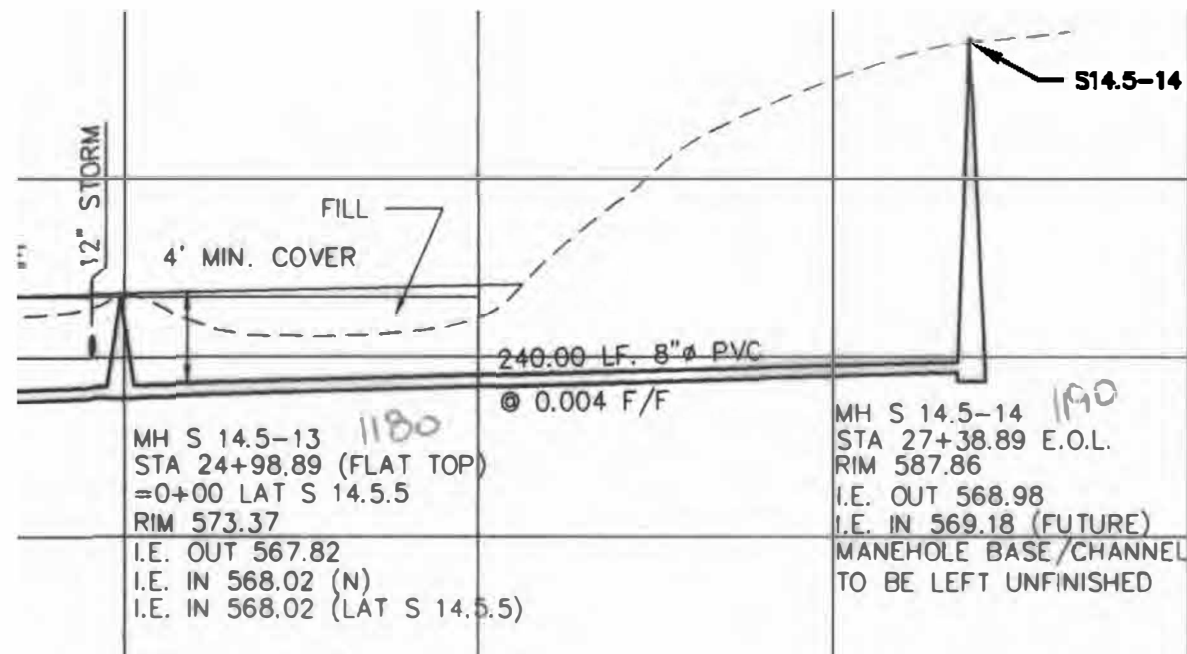
- ① GROUT MANHOLE
- ② EPOXY MANHOLE

**MANHOLE DATA**

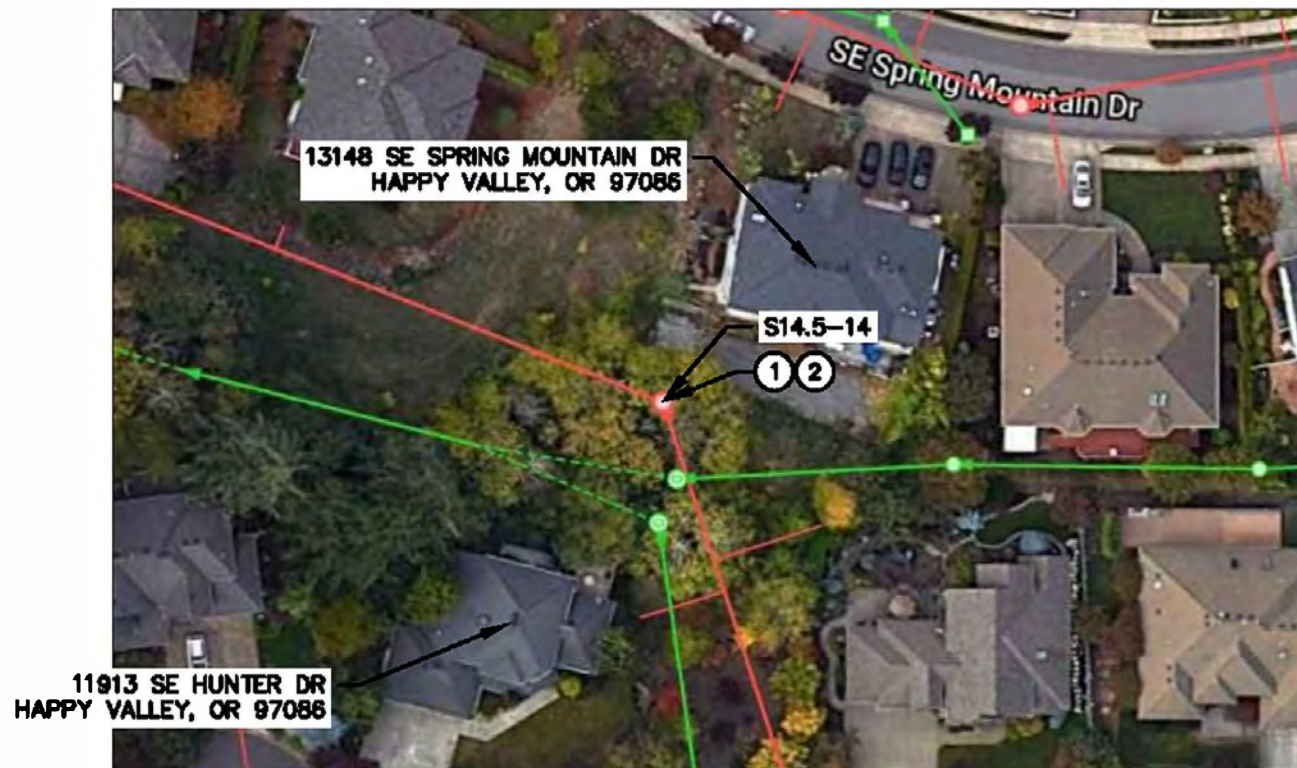
ID NUMBER: S14.5-14  
 REPAIR TYPE: GROUT/EPOXY  
 DEPTH: 18.9 FEET  
 ADDRESS: 13148 SE SPRING MOUNTAIN DR



**ASBUILT DRAWING - PLAN**



**ASBUILT DRAWING - PROFILE**



**SATELLITE IMAGE**

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection - Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE S14.5-14

DRAWING NO.  
C15

SHEET NO.  
24 of 80





**GENERAL NOTES**

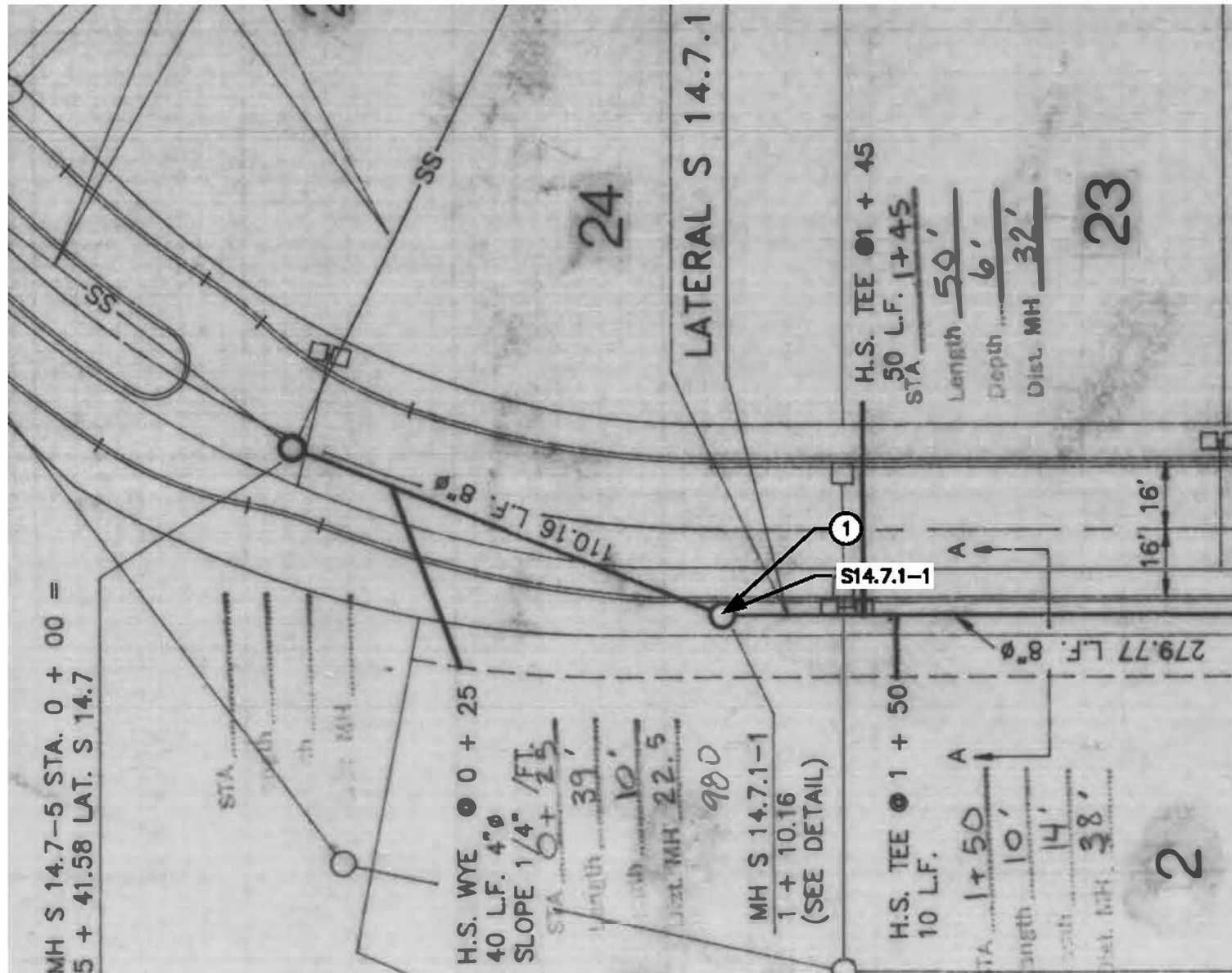
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCE
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**KEY NOTES**

- ① RESET MANHOLE

**MANHOLE DATA**

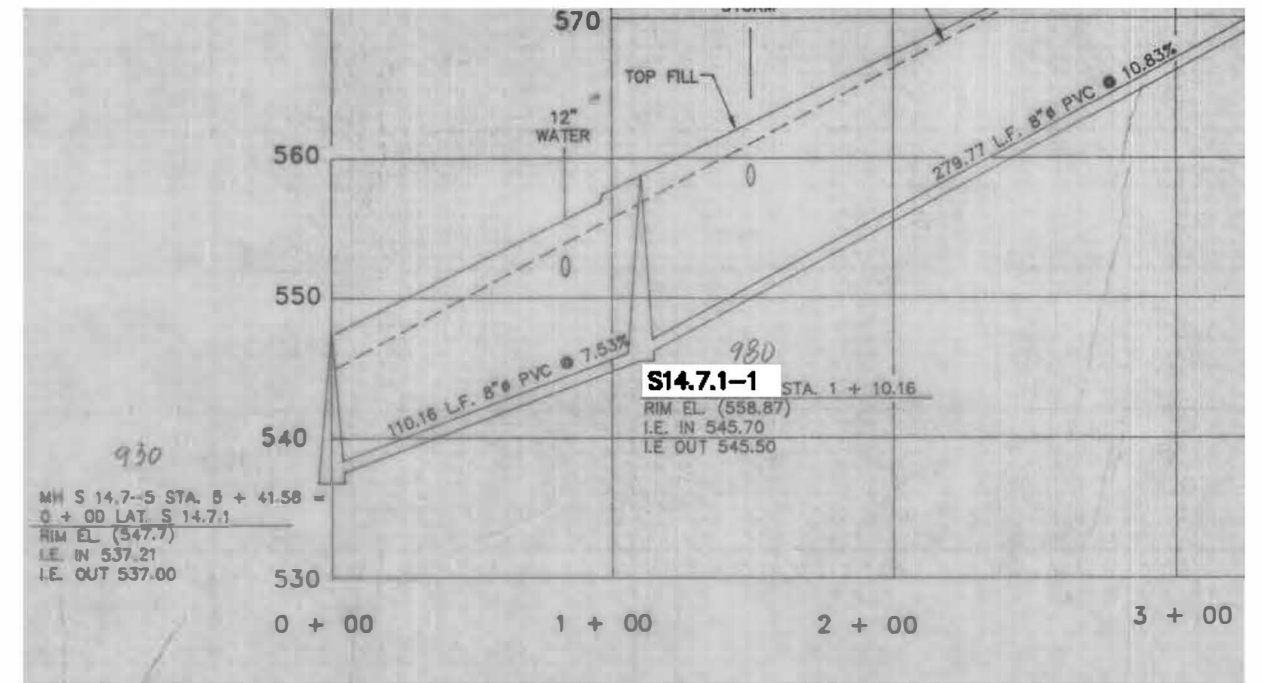
ID NUMBER: S14.7.1-1  
 REPAIR TYPE: RESET MANHOLE GRADE RINGS, FRAME AND COVER  
 DEPTH: 13.4 FEET  
 ADDRESS: 12833 SE SPRING MOUNTAIN DR



**AS-BUILT DRAWING - PLAN**



**SATELLITE IMAGE**



**AS-BUILT DRAWING - PROFILE**



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE S14.7.1-1

DRAWING NO.  
C16

SHEET NO.  
25 of 80



**GENERAL NOTES**

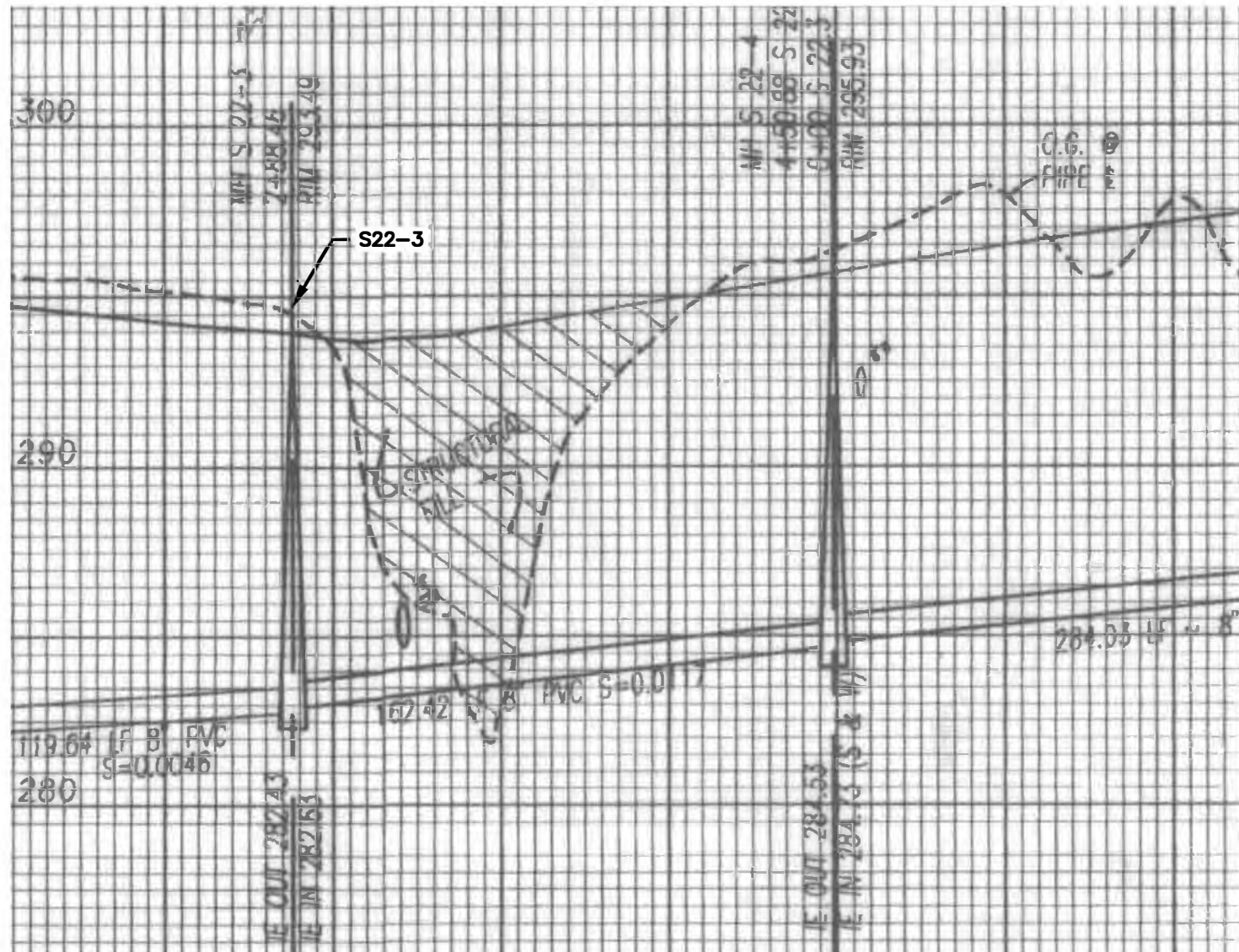
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**KEY NOTES**

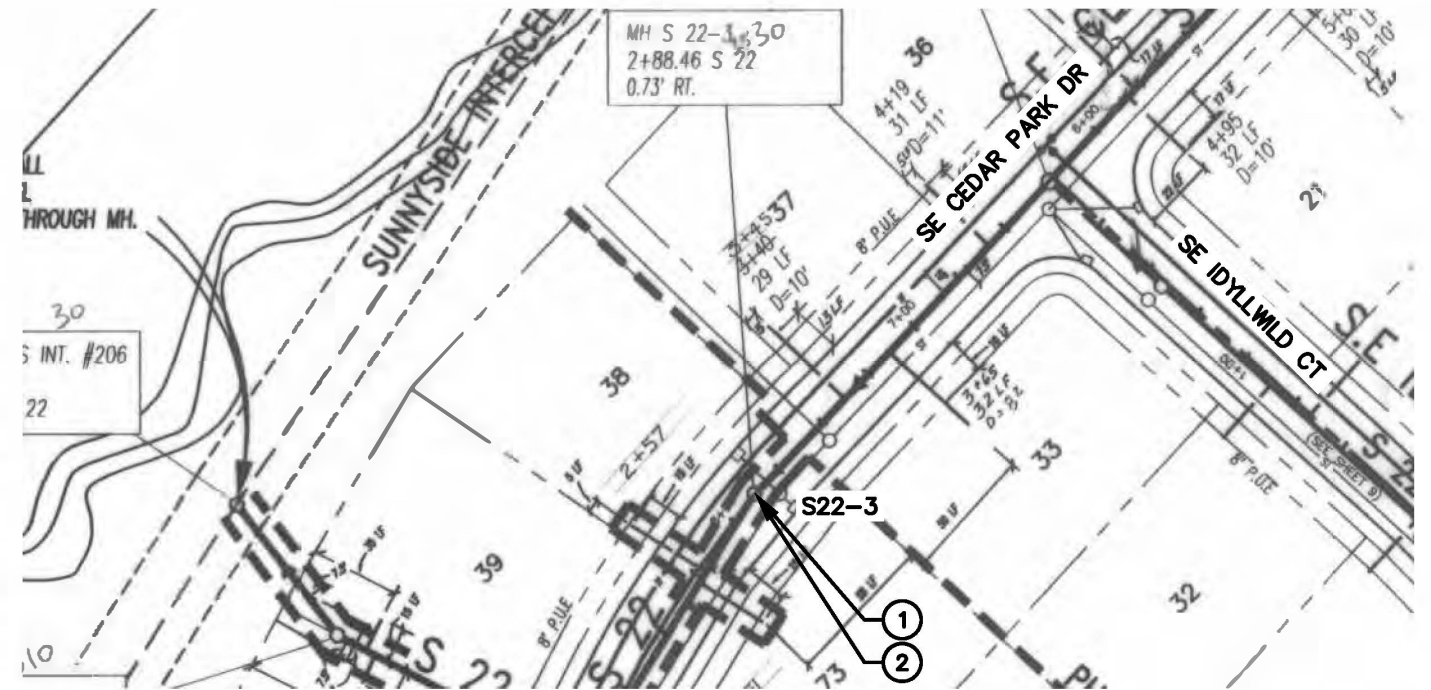
- ① GROUT MANHOLE
- ② EPOXY MANHOLE

**MANHOLE DATA**

ID NUMBER: S22-3  
 REPAIR TYPE: GROUT/EPOXY  
 DEPTH: 11.1 FEET



ASBUILT DRAWING - PROFILE.



ASBUILT DRAWING - PLAN.



SATELLITE IMAGE.



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection - Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE S22-3

DRAWING NO.  
C17

SHEET NO.  
26 of 80



**GENERAL NOTES**

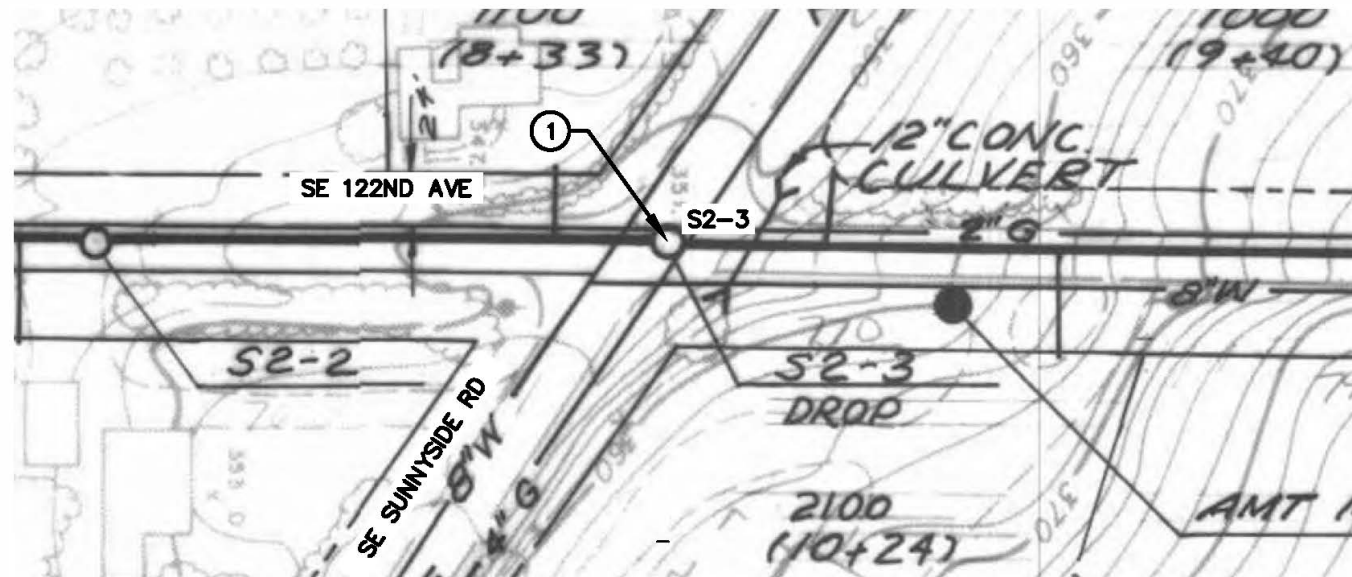
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**KEY NOTES**

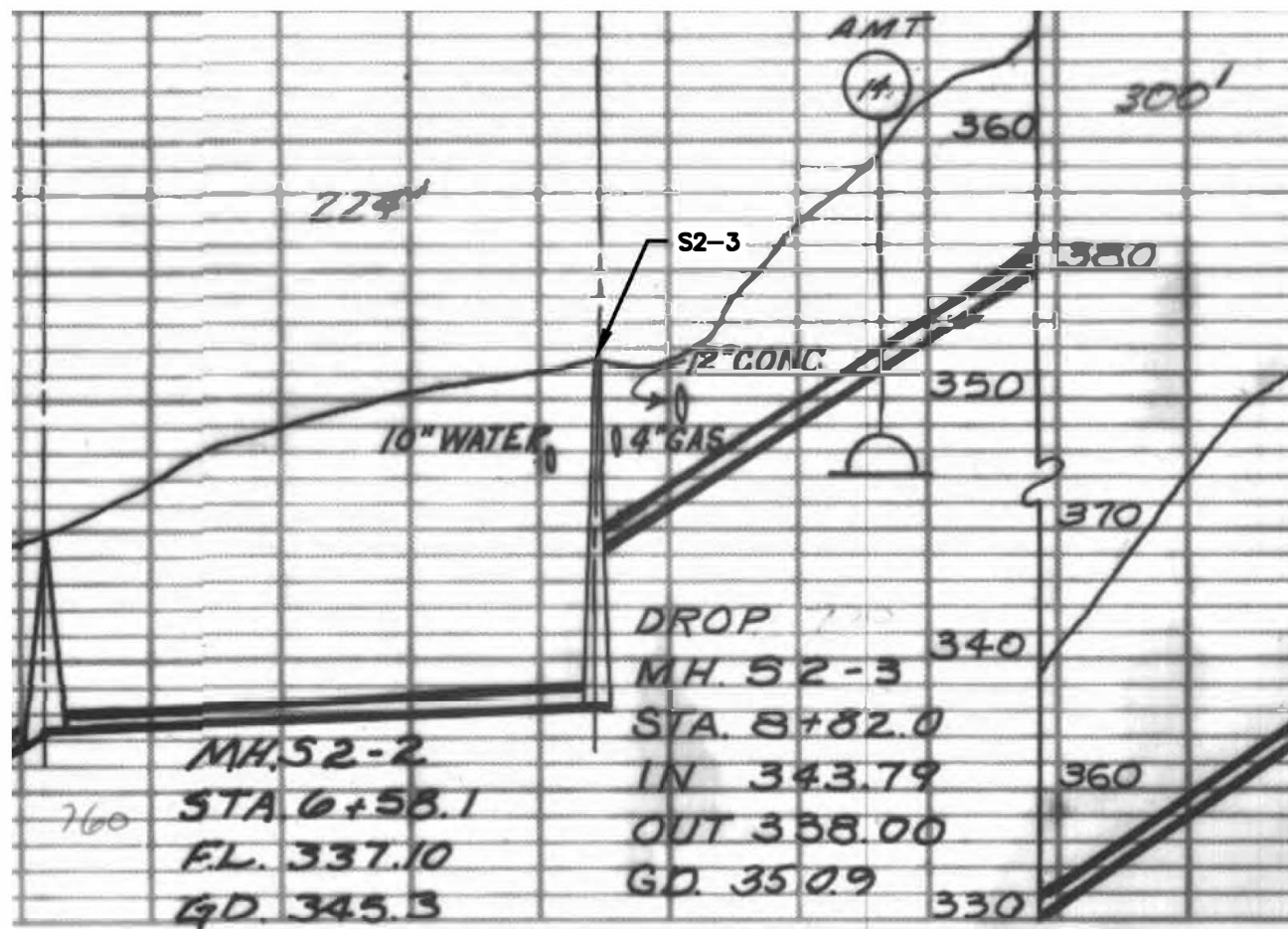
- ① GROUT MANHOLE

**MANHOLE DATA**

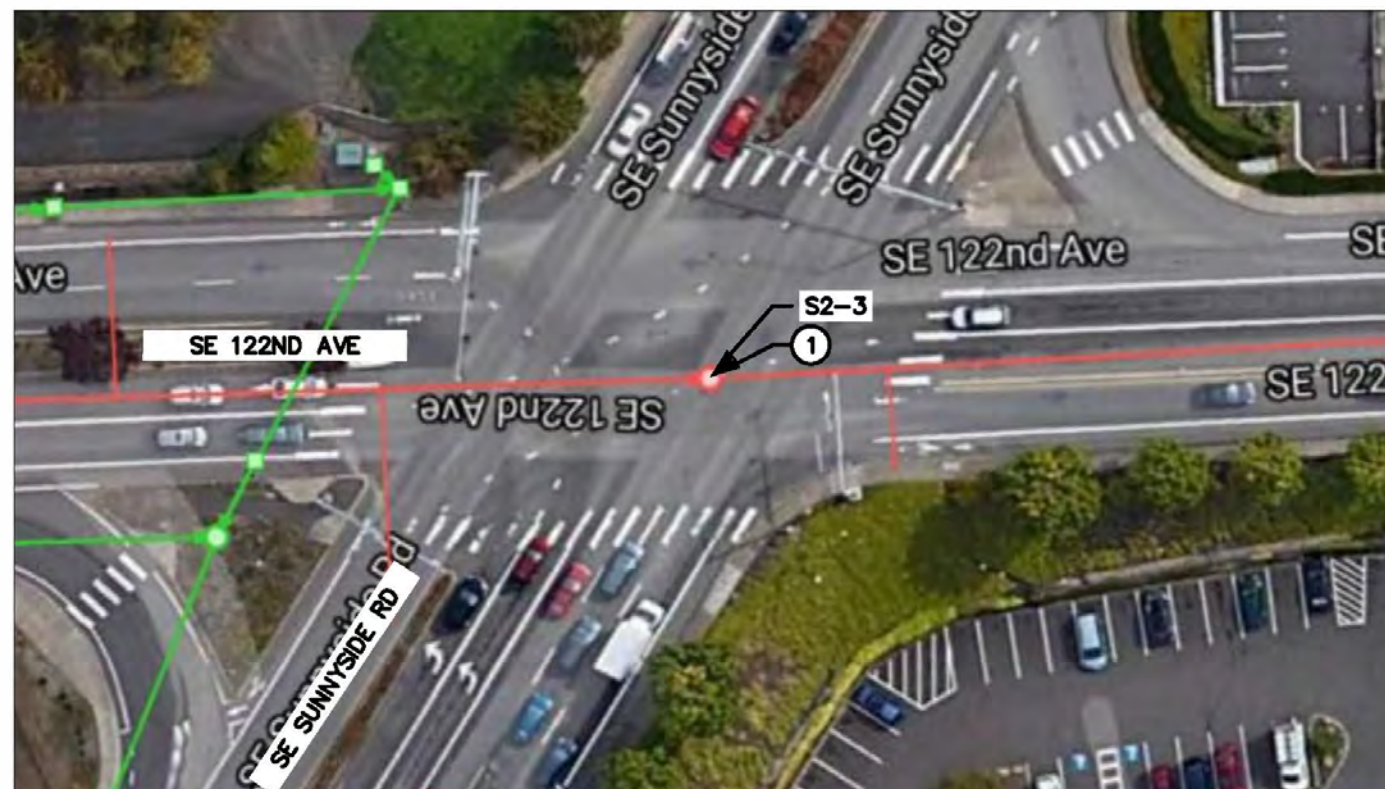
ID NUMBER: S2-3  
 REPAIR TYPE: GROUT  
 DEPTH: 13.5 FEET



AS-BUILT DRAWING - PLAN



AS-BUILT DRAWING - PROFILE



SATELLITE IMAGE



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

**MANHOLE S2-3**

DRAWING NO.

**C18**

SHEET NO.

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**GENERAL NOTES**

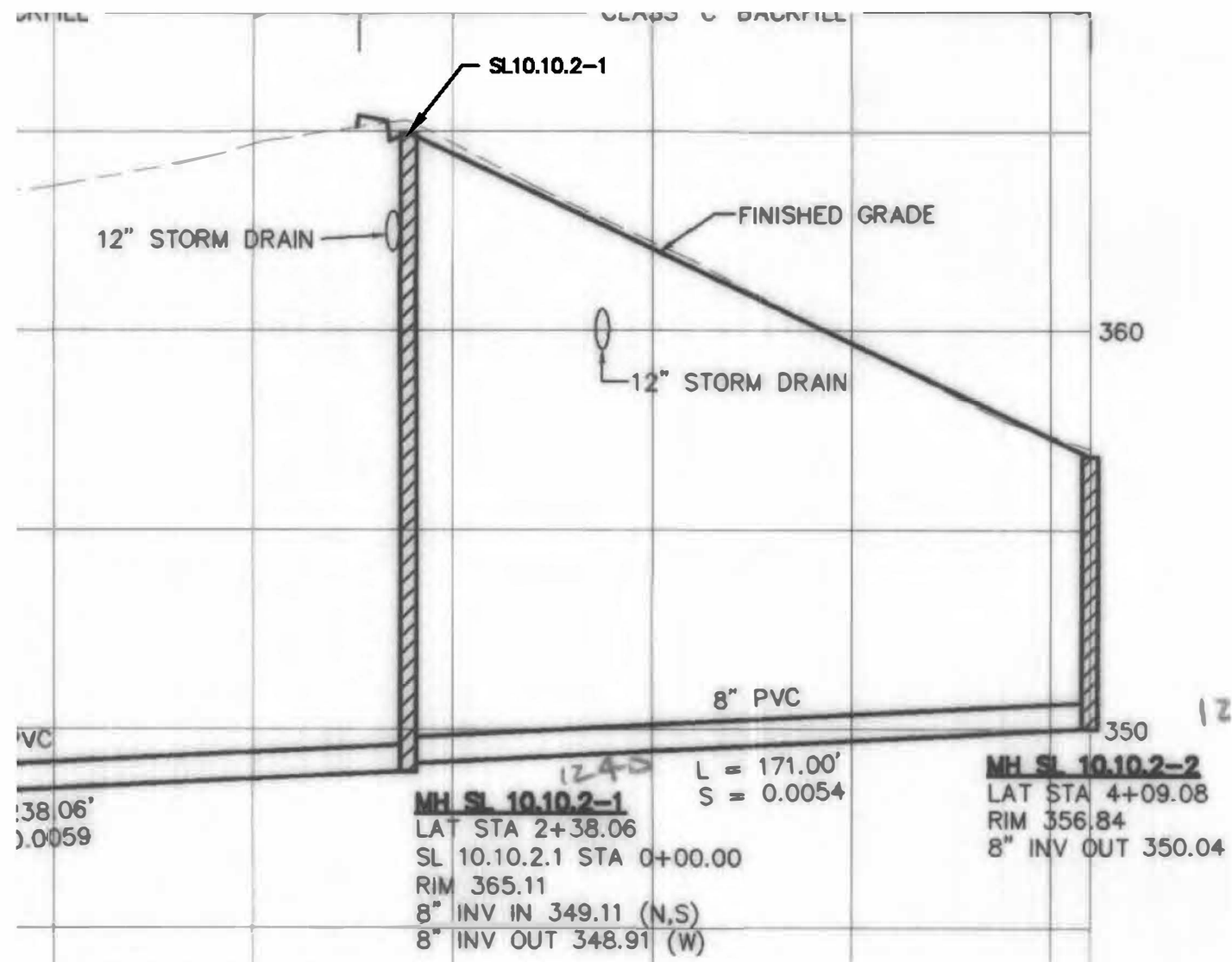
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCE.
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**KEY NOTES**

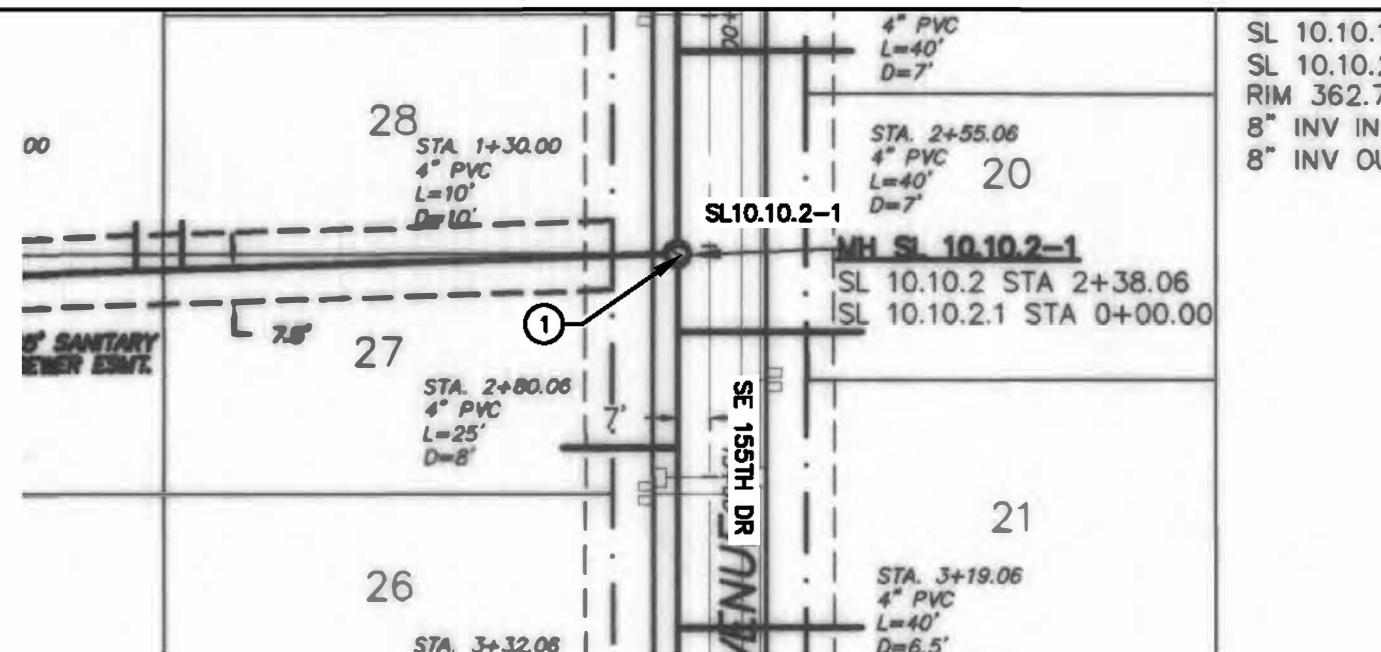
- ① GROUT MANHOLE

**MANHOLE DATA**

ID NUMBER: SL10.10.2-1  
 REPAIR TYPE: GROUT  
 DEPTH: 16.5 FEET



**ASBUILT DRAWING - PROFILE.**



**ASBUILT DRAWING - PLAN.**



**SATELLITE IMAGE.**

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection - Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE SL10.10.2-1

DRAWING NO.

C19

SHEET NO.

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**GENERAL NOTES**

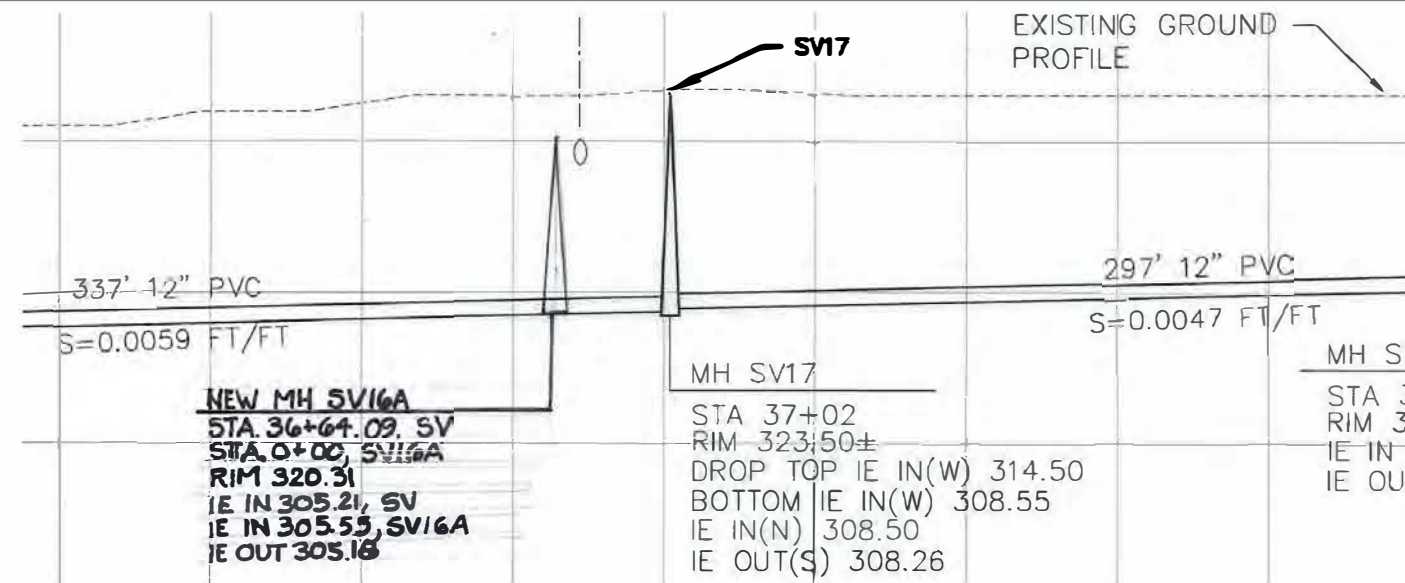
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCE.
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**KEY NOTES**

1. GROUT MANHOLE

**MANHOLE DATA**

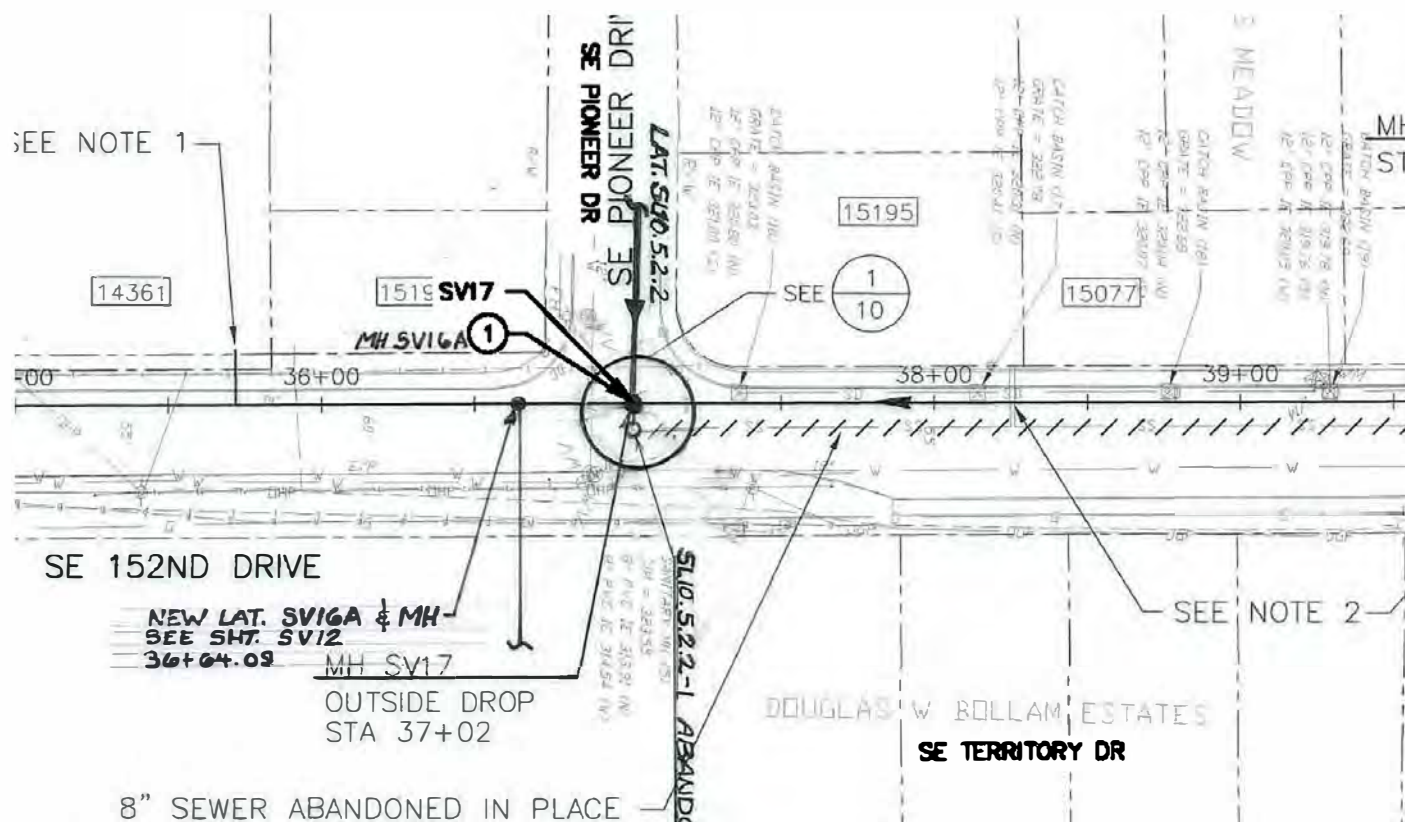
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 REPAIR TYPE: GROUT  
 DEPTH: 15.2 FEET



**AS-BUILT DRAWING - PROFILE**



**SATELLITE IMAGE**



**AS-BUILT DRAWING - PLAN**



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	

**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE SV17

DRAWING NO.  
C20

SHEET NO.  
29 of 80



**GENERAL NOTES**

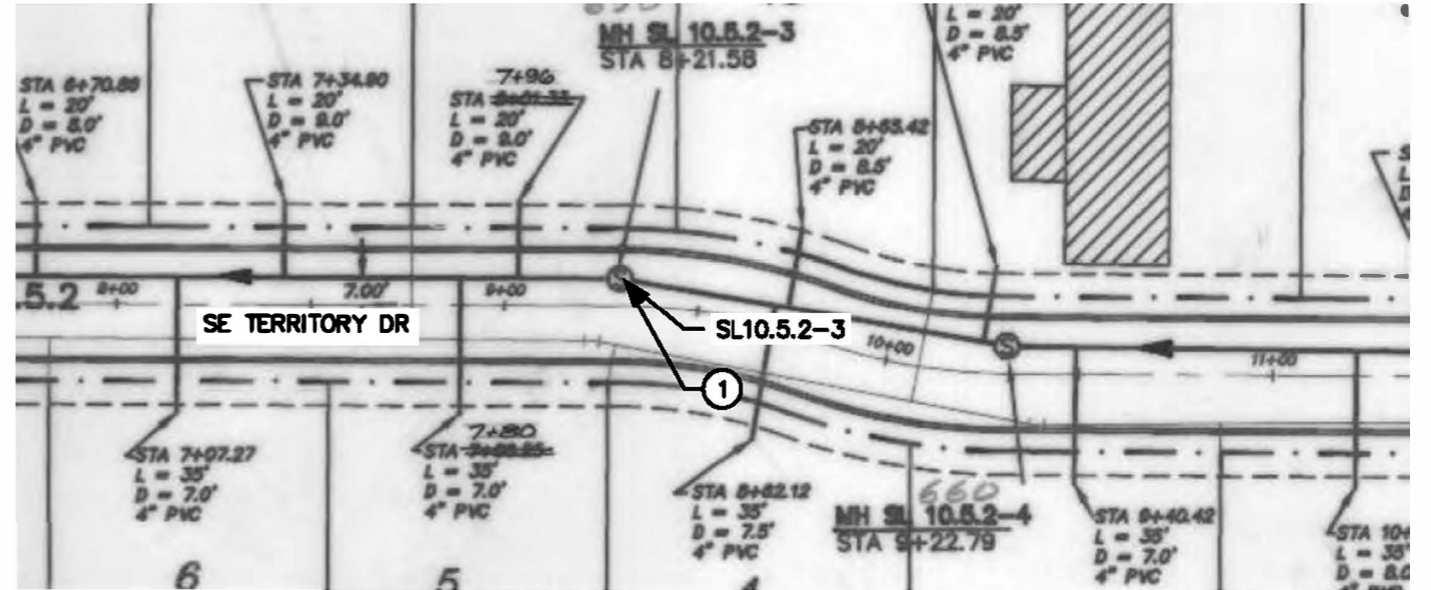
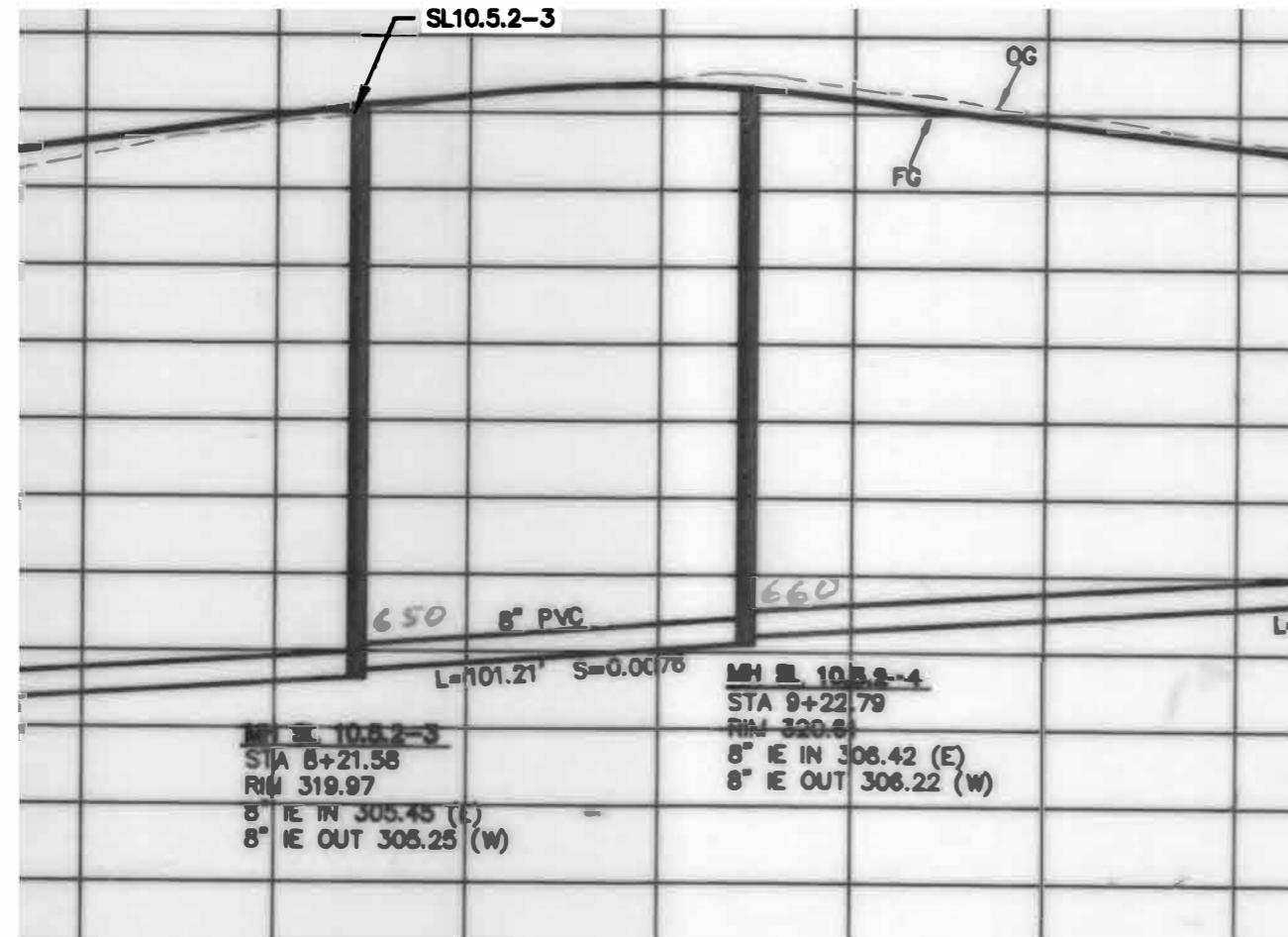
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**KEY NOTES**

- ① GROUT MANHOLE

**MANHOLE DATA**

ID NUMBER: SL10.5.2-3  
 REPAIR TYPE: GROUT  
 DEPTH: 14.7 FEET  
 ADDRESS: 15063 SE TERRITORY DR



ASBUILT DRAWING - PROFILE

ASBUILT DRAWING - PLAN

SATELLITE IMAGE



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE SL10.5.2-3

DRAWING NO.  
C21

SHEET NO.  
30 of 80



**GENERAL NOTES**

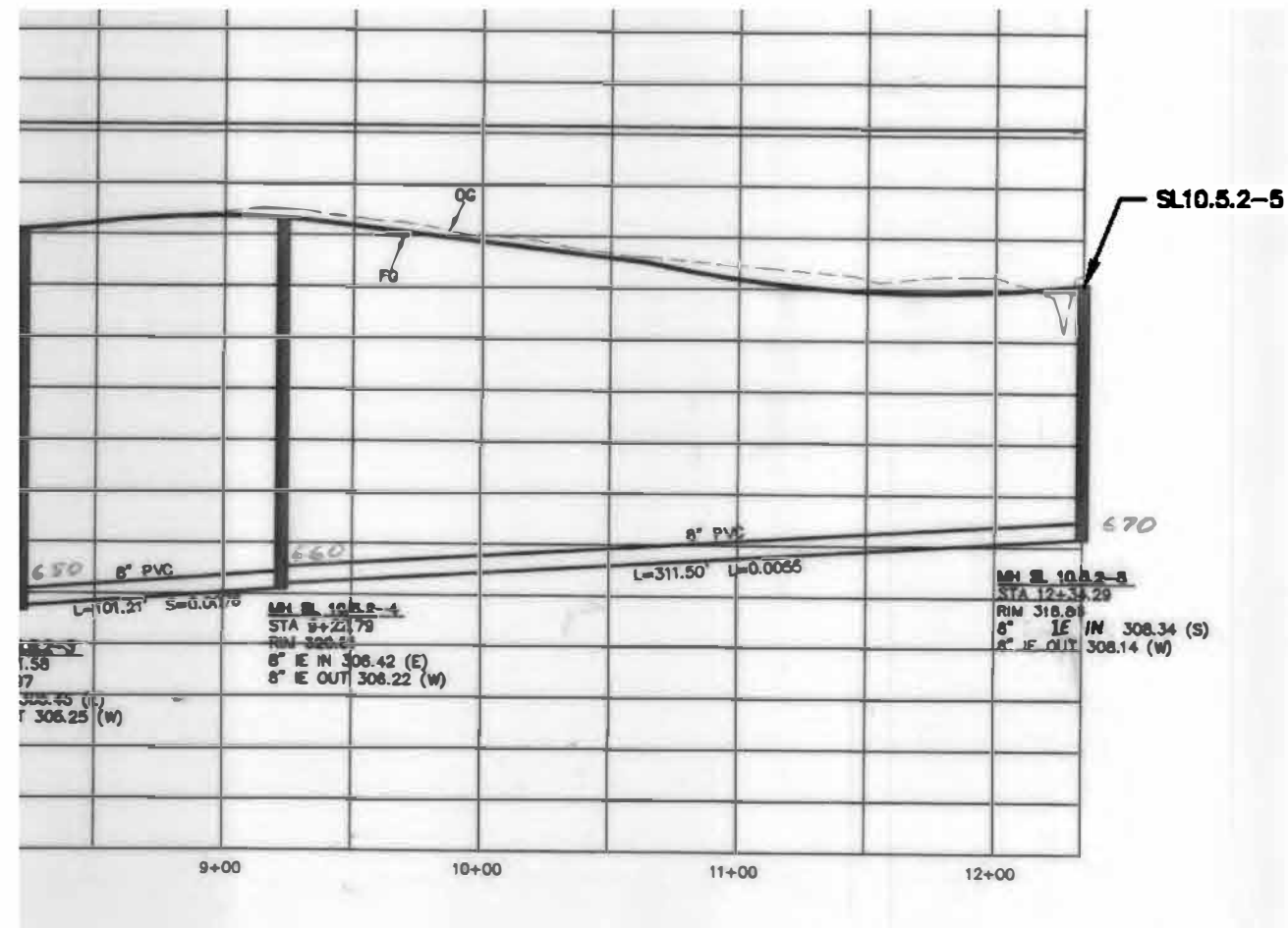
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCE.
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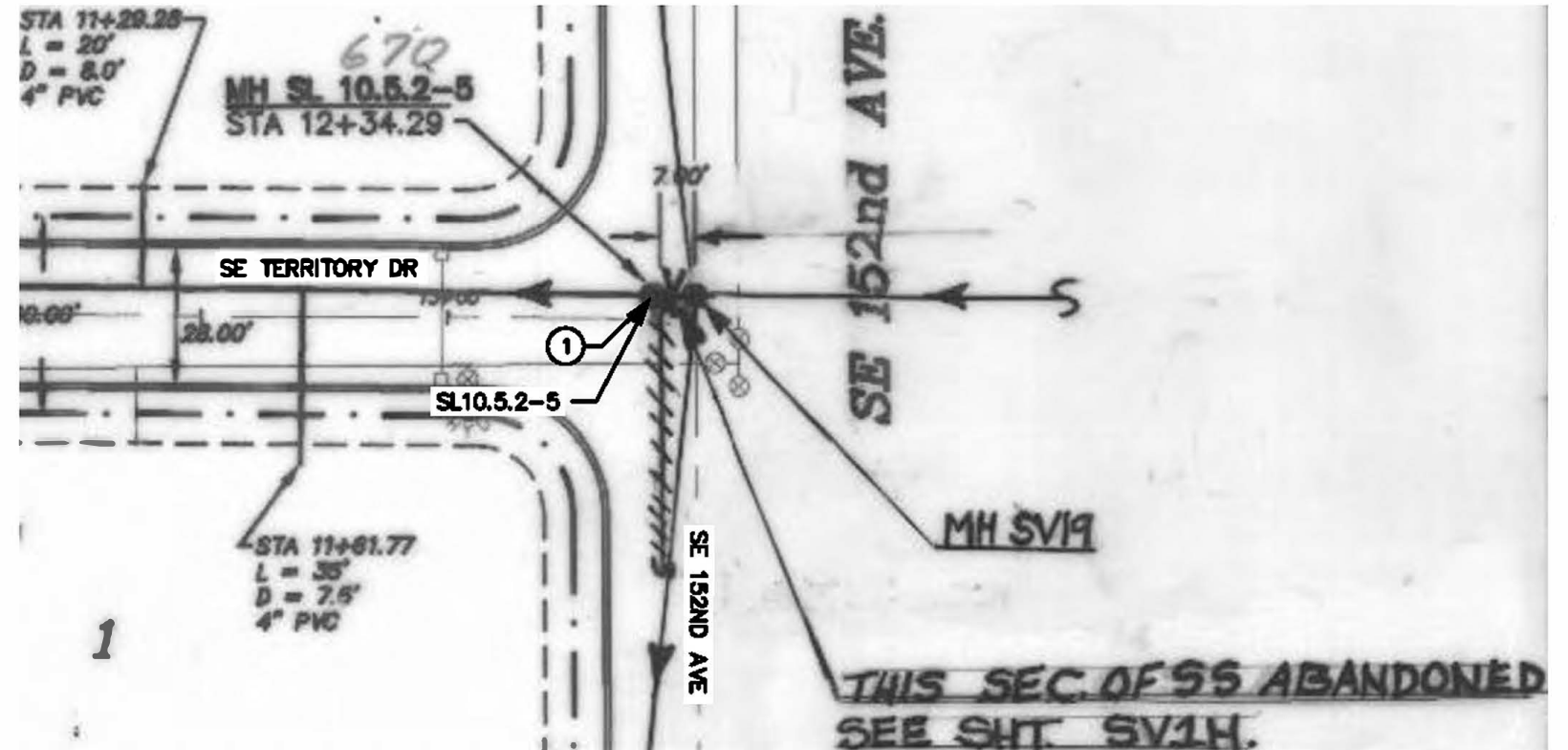
- ① REPLACE MANHOLE

**MANHOLE DATA**

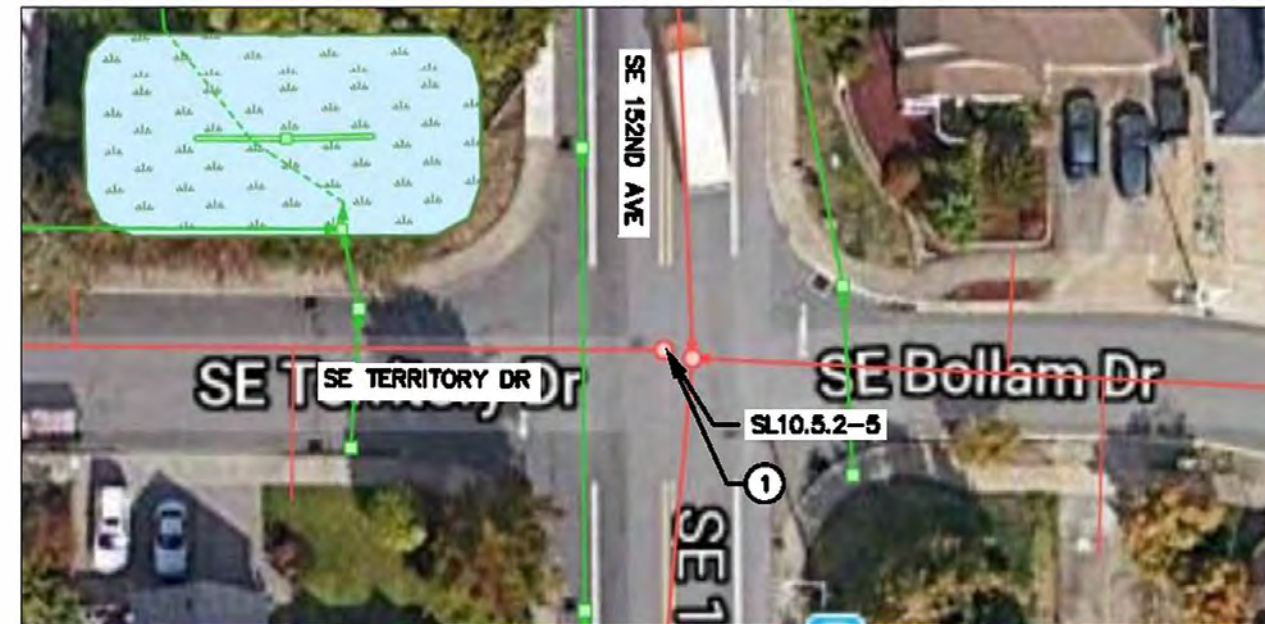
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 REPAIR TYPE: REPLACE  
 DEPTH: 10.7 FEET



**ASBUILT DRAWING - PROFILE**



**ASBUILT DRAWING - PLAN**



**SATELLITE IMAGE**

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE SL10.5.2-5

DRAWING NO.  
C22

SHEET NO.  
31 of 80



**GENERAL NOTES**

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**KEY NOTES**

- ① GROUT MANHOLE

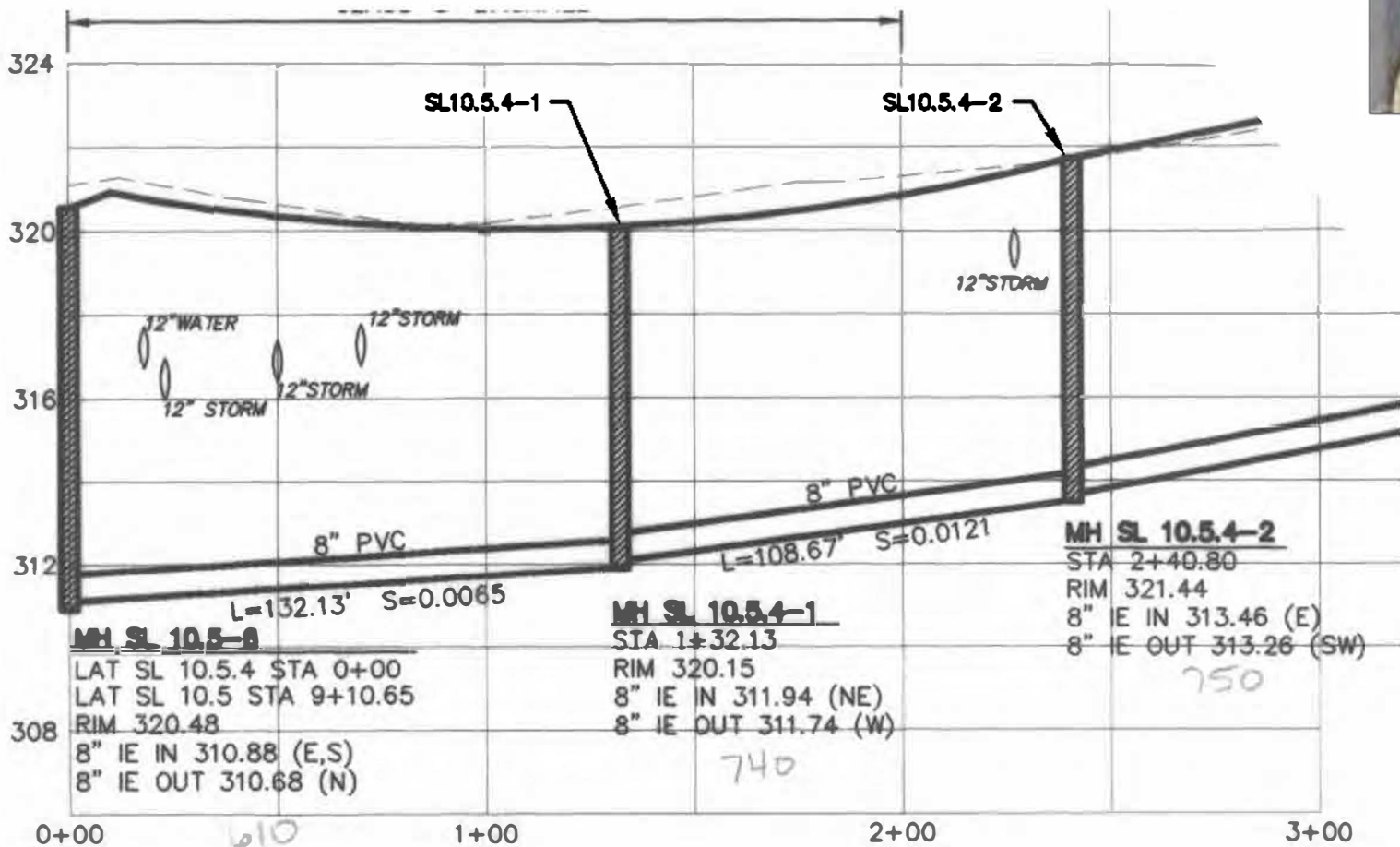
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ID NUMBER: SL10.5.4-1  
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 DEPTH: 8.4 FEET

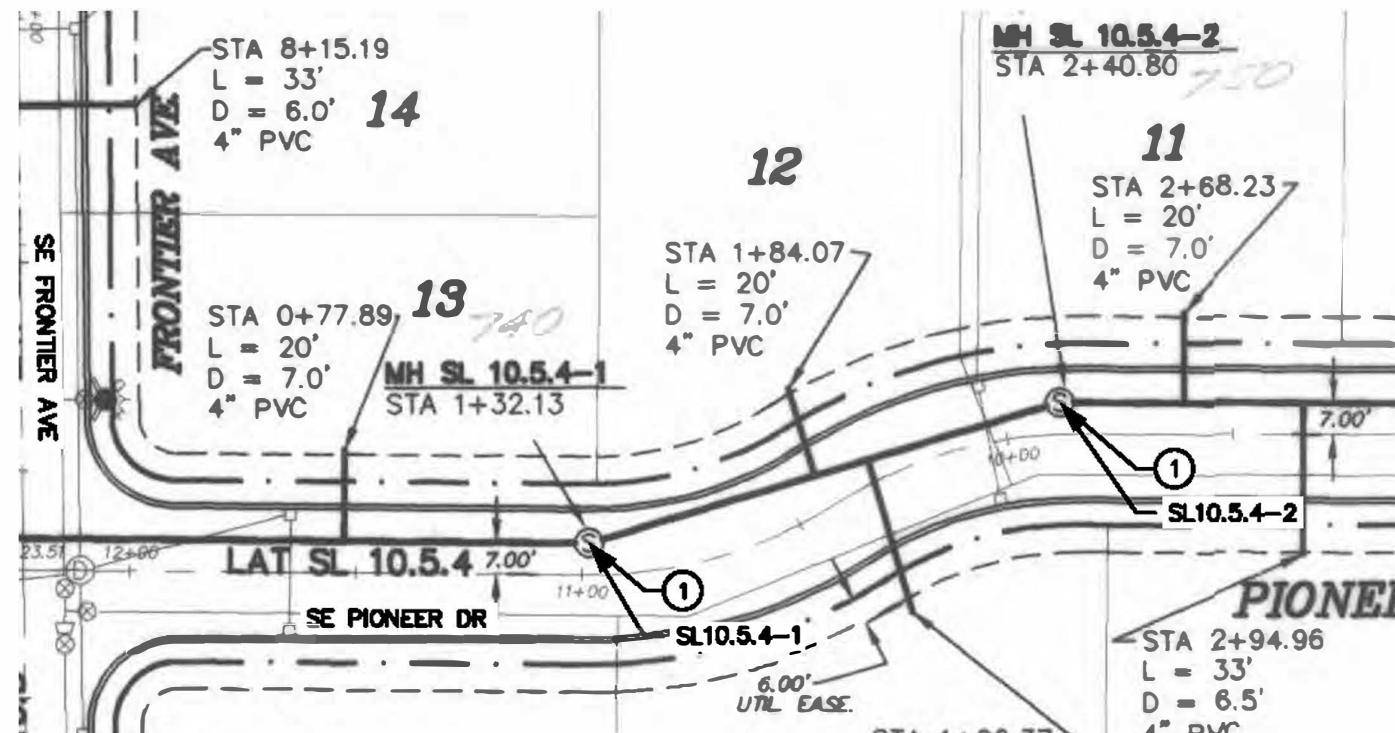
ID NUMBER: SL10.5.4-2  
 REPAIR TYPE: GROUT  
 DEPTH: 8.2 FEET



SATELLITE IMAGE



AS-BUILT DRAWING - PLAN



AS-BUILT DRAWING - PLAN

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**

Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE SL10.5.4-1 & 2

DRAWING NO.  
C23

SHEET NO.  
32 of 80



**GENERAL NOTES**

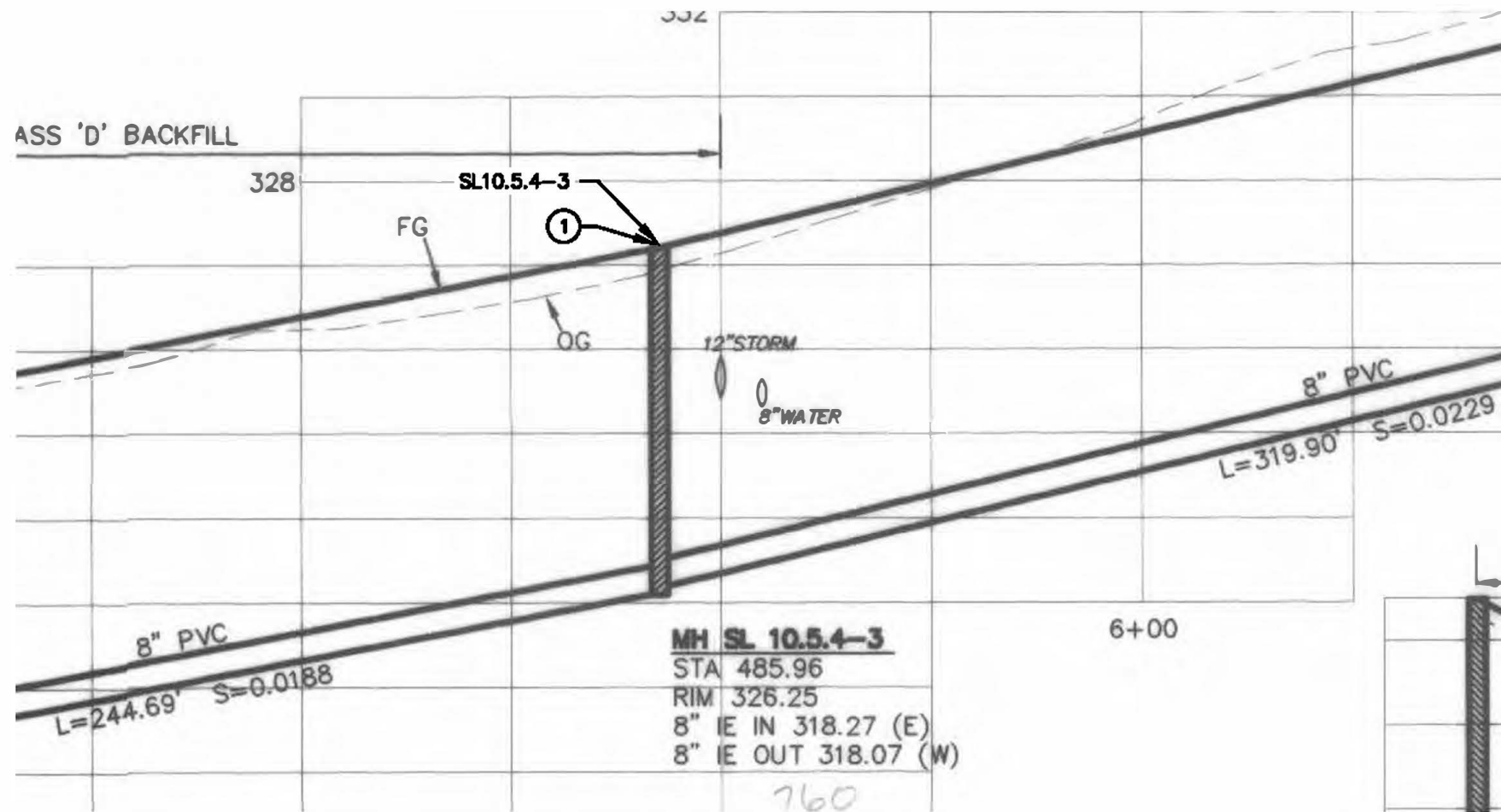
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**KEY NOTES**

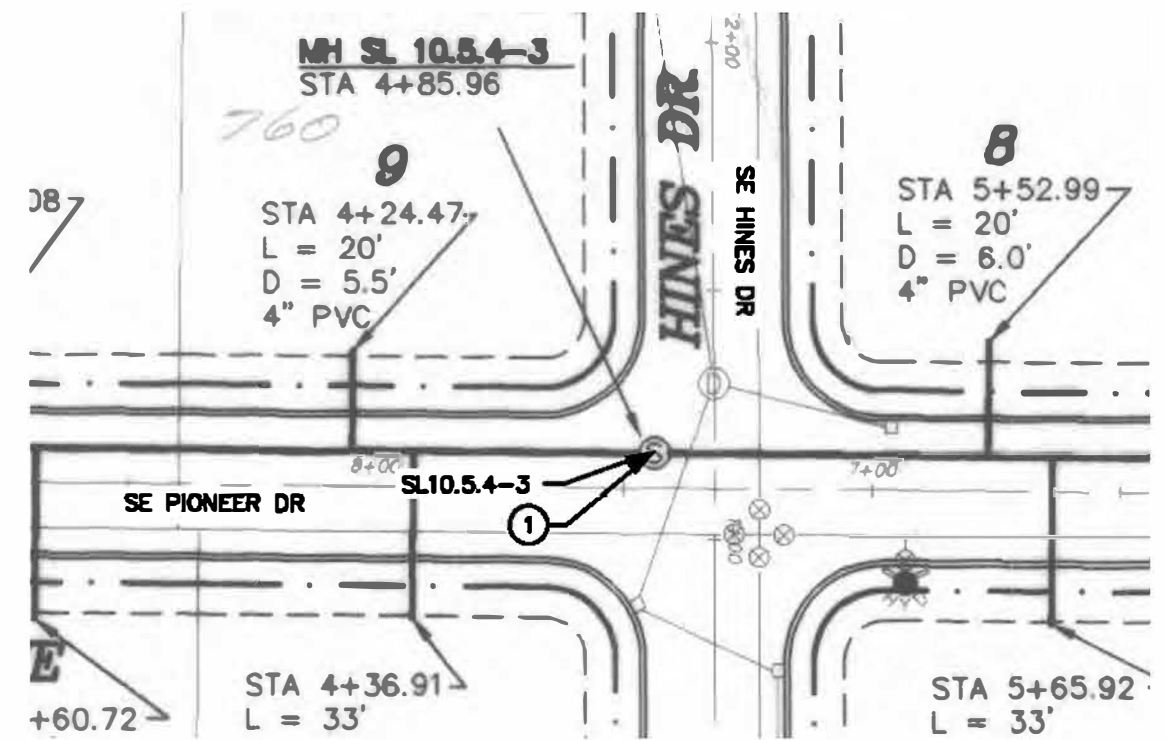
- ① GROUT MANHOLE

**MANHOLE DATA**

ID NUMBER: SL10.5.4-3  
 REPAIR TYPE: GROUT  
 DEPTH: 8.2 FEET



**ASBUILT DRAWING - PROFILE**



**ASBUILT DRAWING - PLAN**



**SATELLITE IMAGE**



NO.	DATE	BY	REVISIONS

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**WATER ENVIRONMENT SERVICES**  
Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE SL10.5.4-3

DRAWING NO.  
C24

SHEET NO.  
33 of 80



**GENERAL NOTES**

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**KEY NOTES**

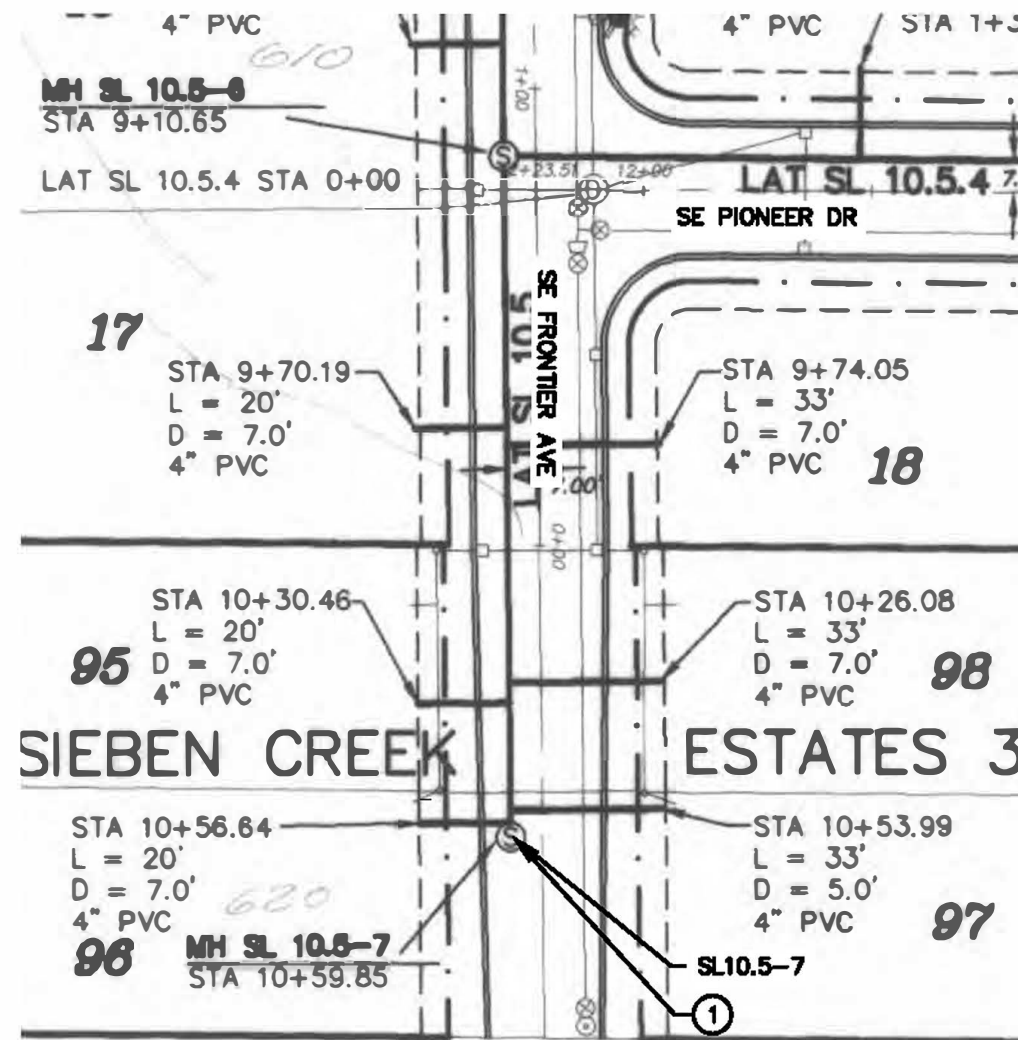
- ① REPLACE MANHOLE

**MANHOLE DATA**

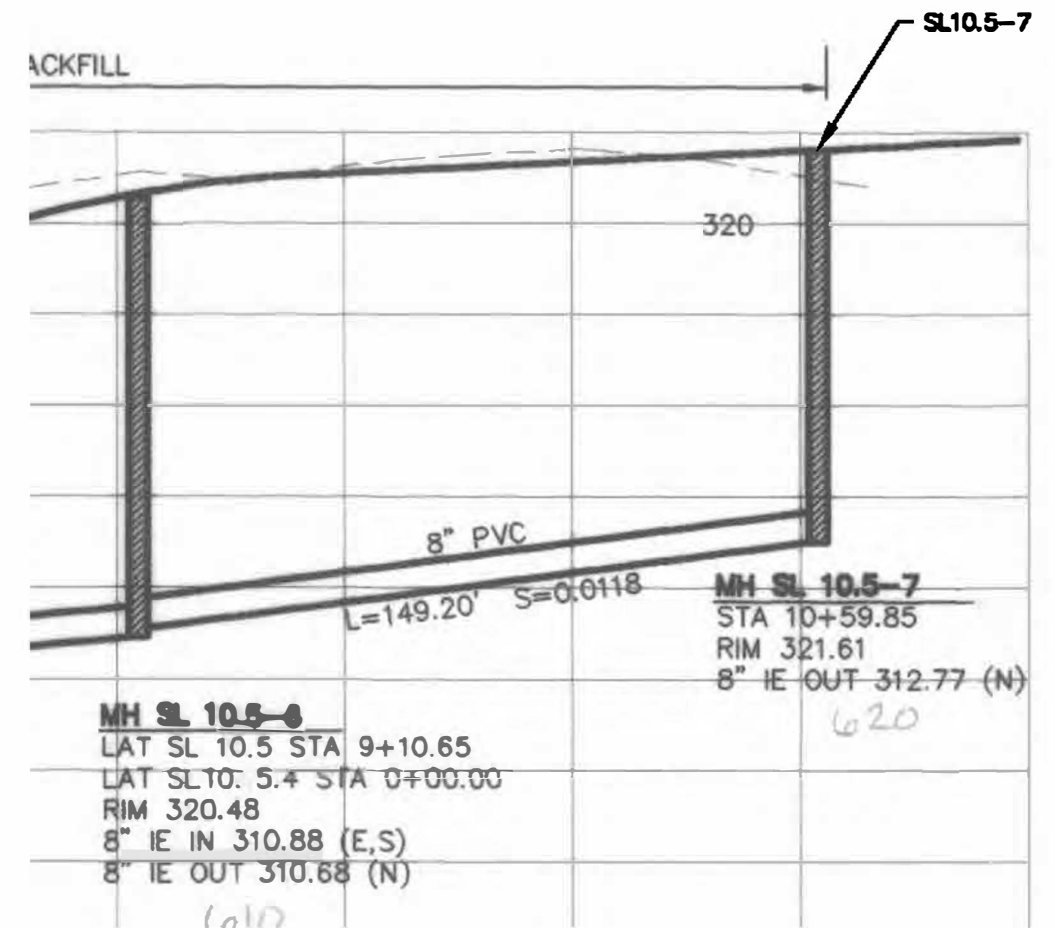
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 REPAIR TYPE: REPLACE  
 DEPTH: 8.8 FEET



**SATELLITE IMAGE**



**ASBUILT DRAWING - PLAN**



**ASBUILT DRAWING - PROFILE**



NO.	DATE	BY	REVISIONS

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CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE SL10.5-7

DRAWING NO.  
C25

SHEET NO.  
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**GENERAL NOTES**

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**KEY NOTES**

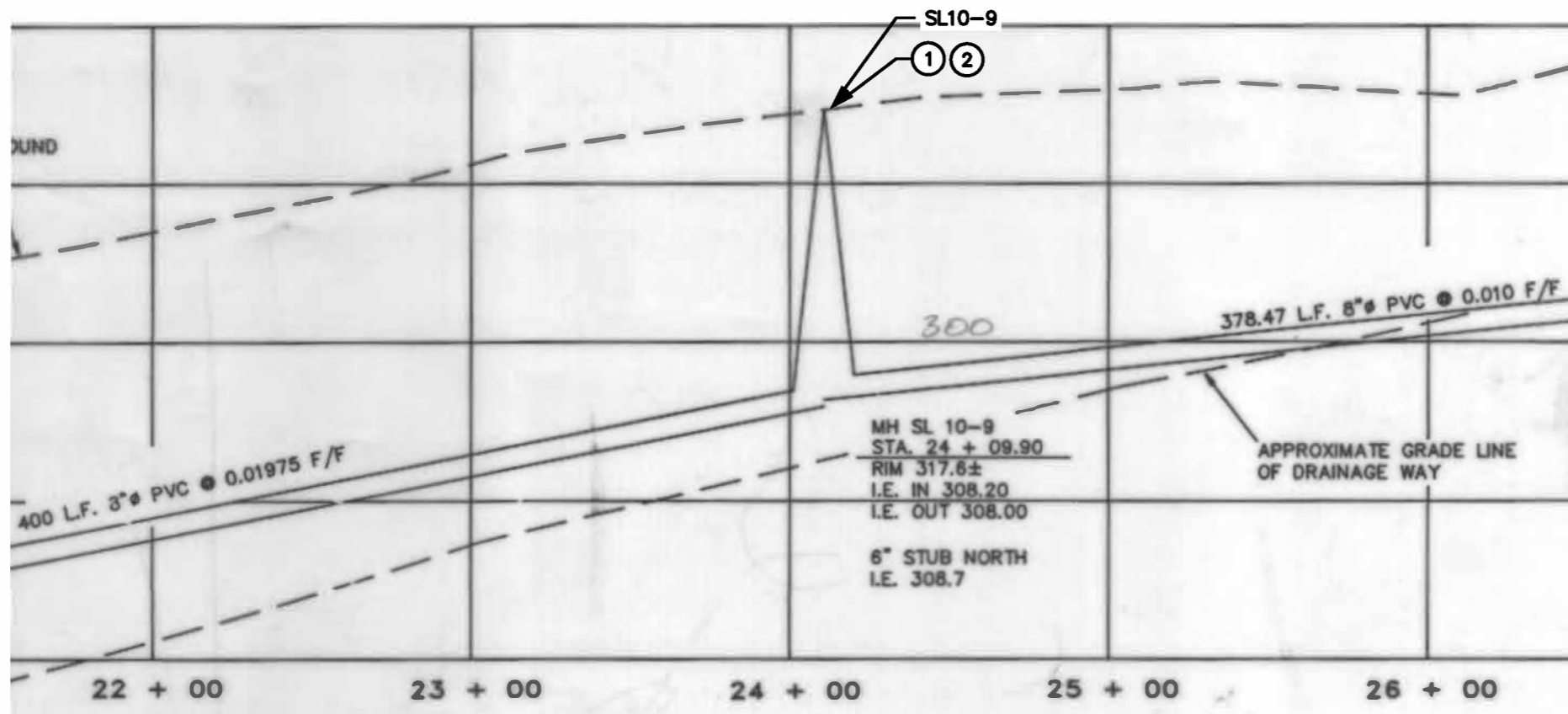
- ① GROUT MANHOLE
- ② EPOXY MANHOLE

**MANHOLE DATA**

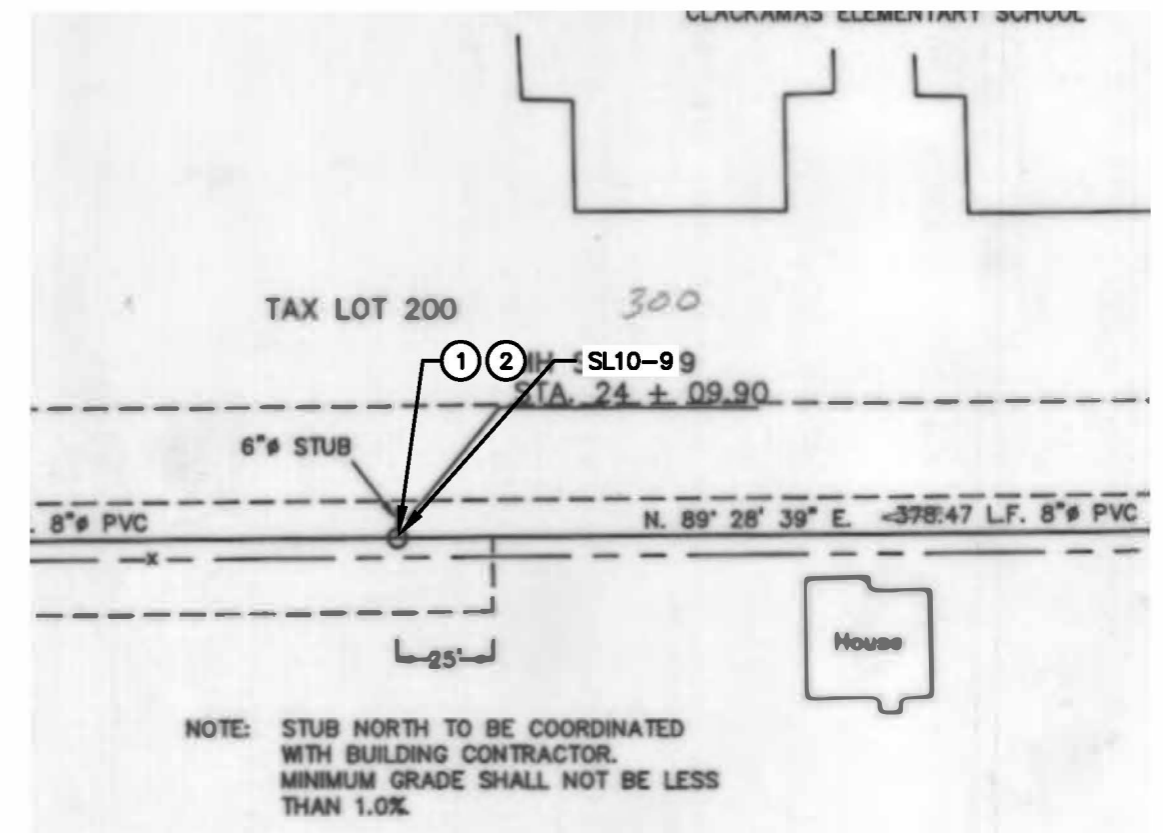
ID NUMBER: SL10-9  
 REPAIR TYPE: GROUT/EPOXY  
 DEPTH: 9.6 FEET



**SATELLITE IMAGE**



**ASBUILT DRAWING - PROFILE**



**ASBUILT DRAWING - PLAN**

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection - Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE SL10-9

DRAWING NO.  
**C26**

SHEET NO.  
**35 of 80**



**GENERAL NOTES**

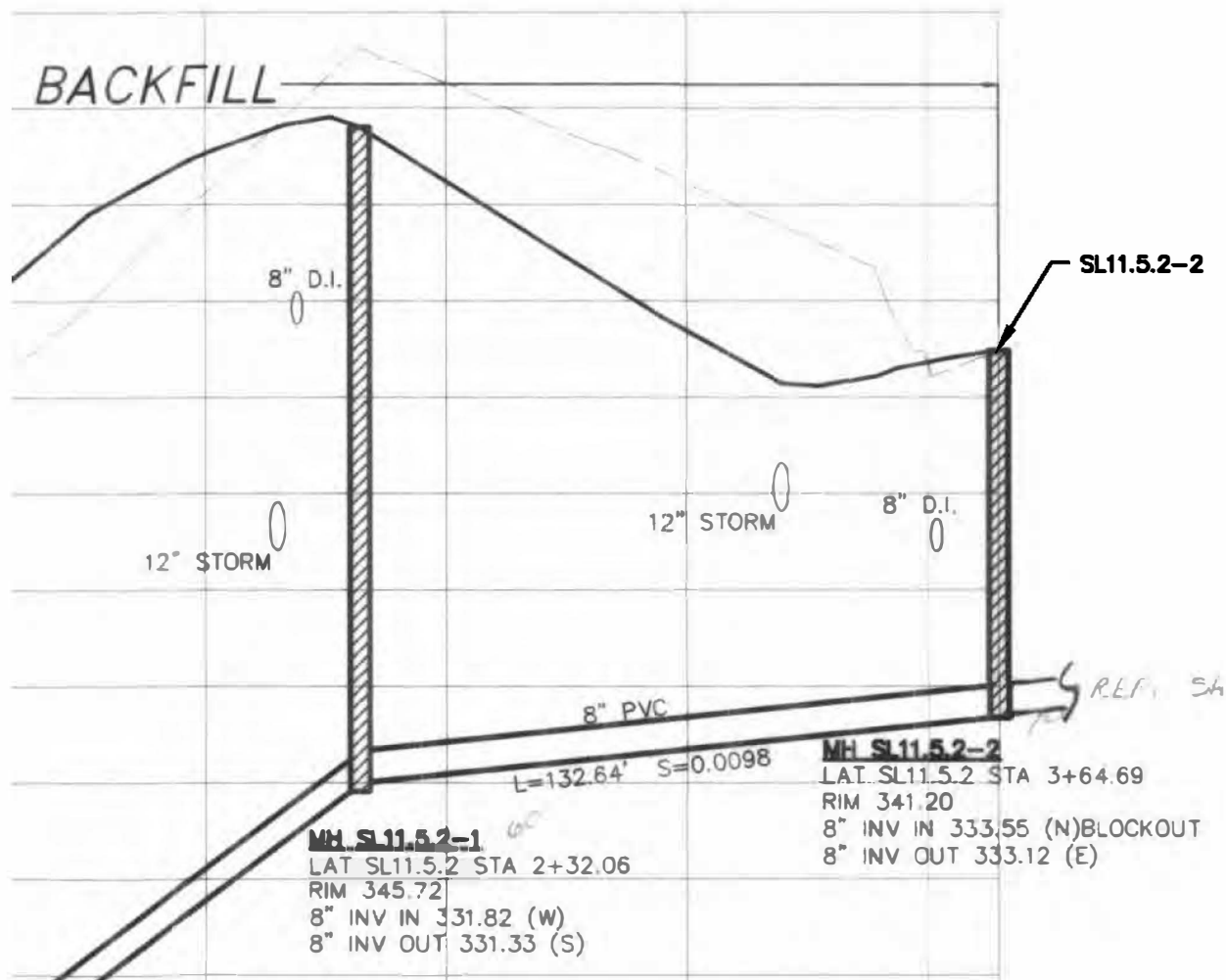
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCE
2. AERIAL OR SATELLITE IMAGES ARE FOR REFERENCE ONLY AND MAY NOT ACCURATELY REFLECT EXISTING CONDITIONS, INCLUDING THE LOCATION OF SEWER STRUCTURES AND PIPES.
3. CONTRACTOR TO RECONNECT ACTIVE SERVICE LATERALS ONLY. ABANDONED OR CAPPED LATERALS WILL NOT BE REINSTATED

**KEY NOTES**

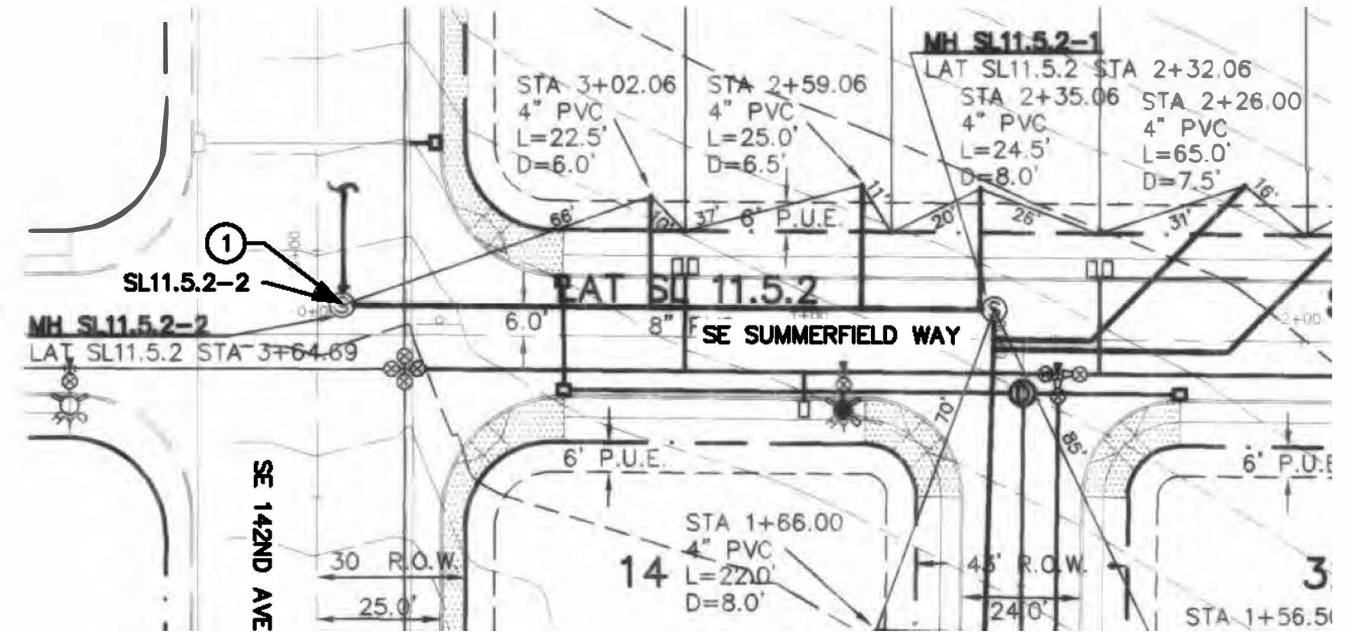
- ① REPLACE MANHOLE

**MANHOLE DATA**

ID NUMBER: SL11.5.2-2  
 REPAIR TYPE: REPLACE  
 DEPTH: 8.1 FEET



**ASBUILT DRAWING - PROFILE**



**ASBUILT DRAWING - PLAN**



**SATELLITE IMAGE**



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	

**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT  
 MANHOLE SL11.5.2-2

DRAWING NO.  
**C27**  
 SHEET NO.  
36 of 80



**GENERAL NOTES**

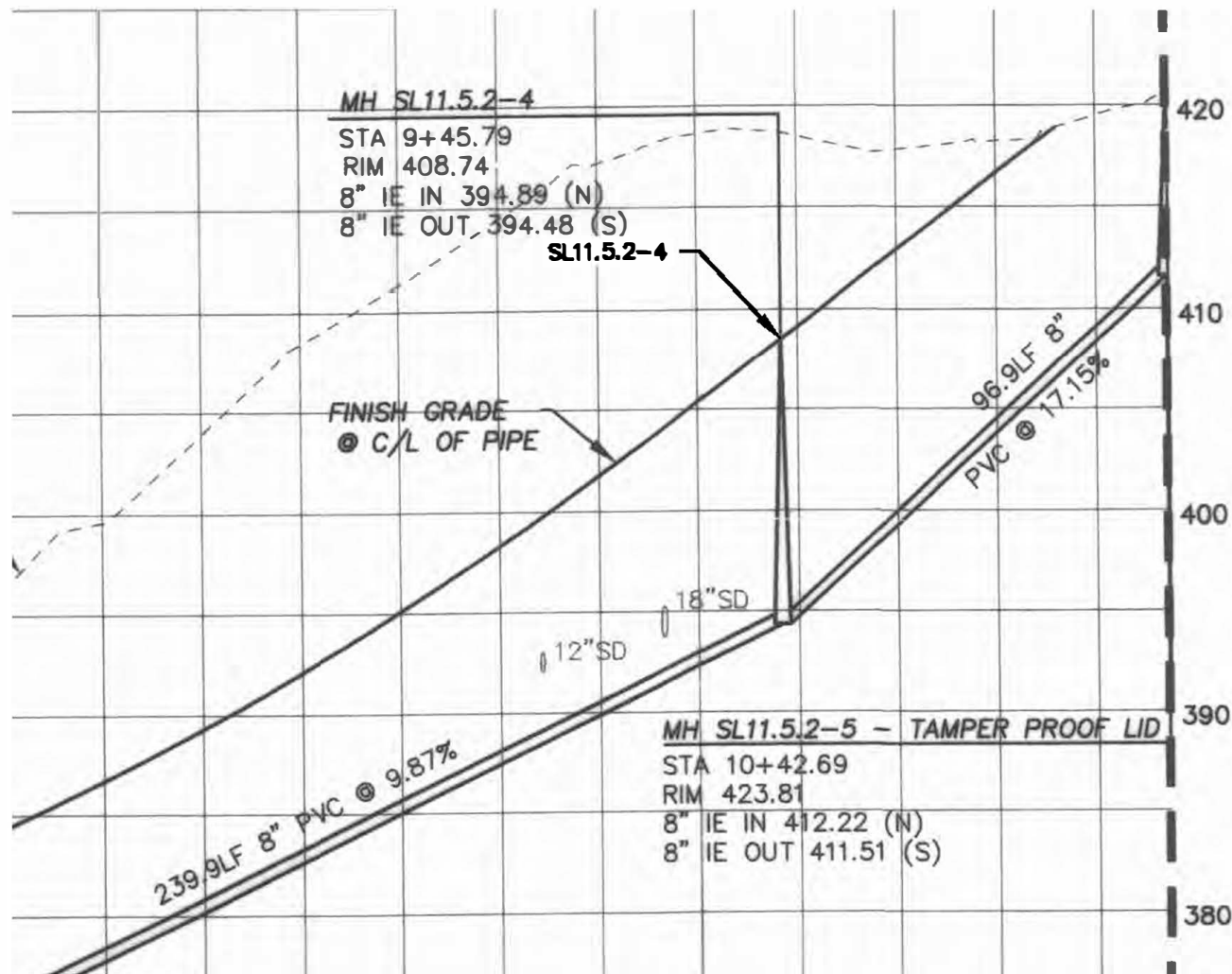
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCE.
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**KEY NOTES**

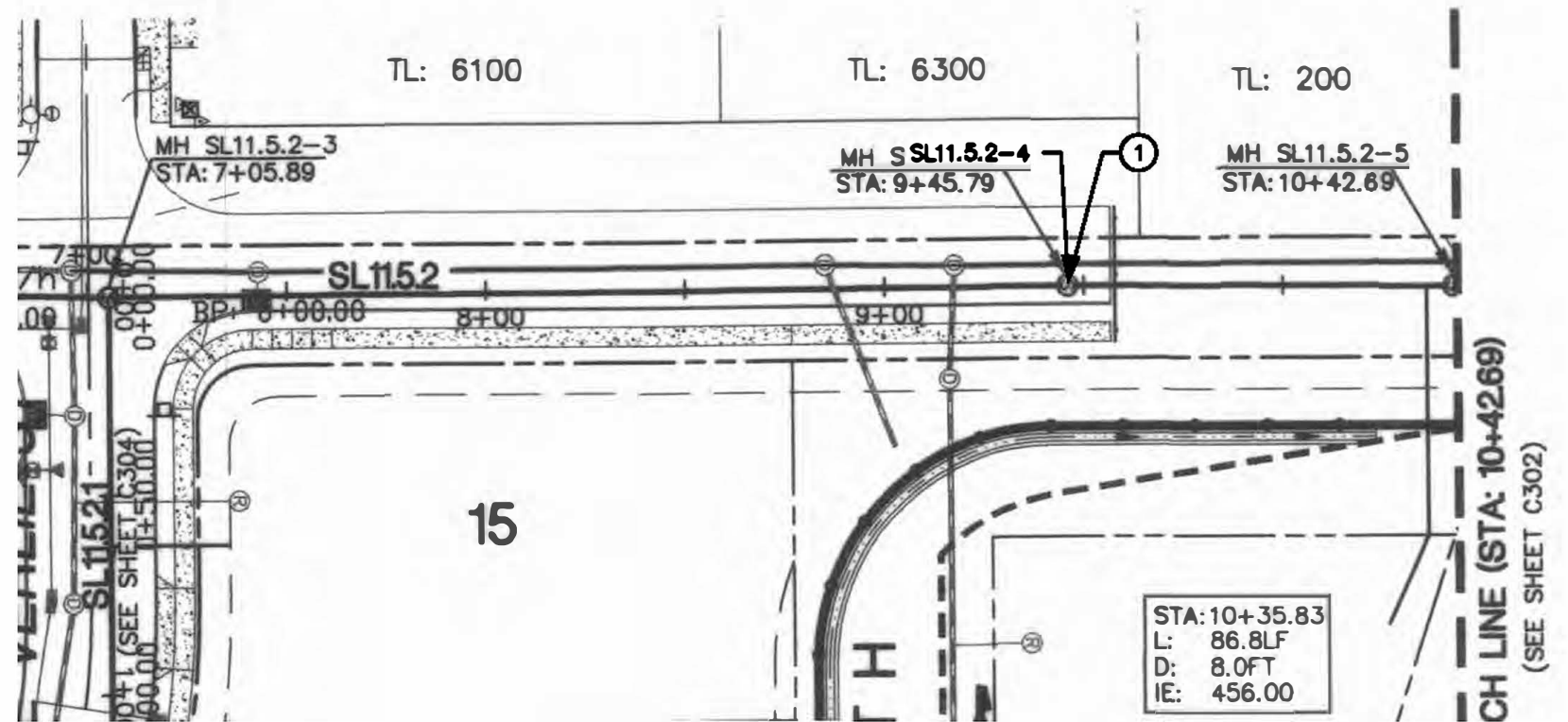
- ① GROUT MANHOLE

**MANHOLE DATA**

ID NUMBER: SL11.5.2-4  
 REPAIR TYPE: GROUT  
 DEPTH: 14.3 FEET



**ASBUILT DRAWING - PROFILE**



**ASBUILT DRAWING - PLAN**



**SATELLITE IMAGE**



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE SL11.5.2-4

DRAWING NO.  
C28

SHEET NO.  
37 of 80



**GENERAL NOTES**

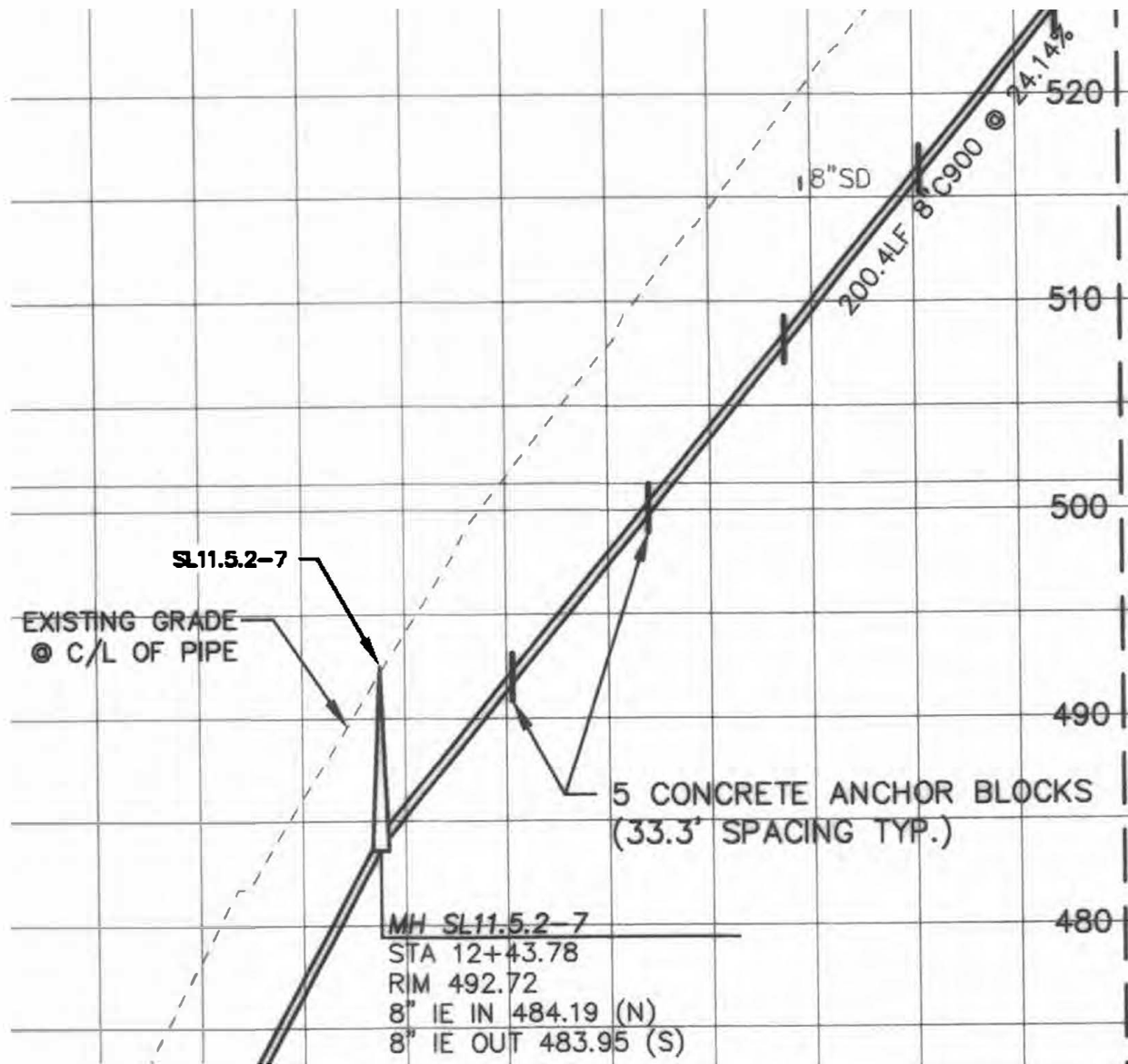
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCE.
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**KEY NOTES**

- ① GROUT MANHOLE

**MANHOLE DATA**

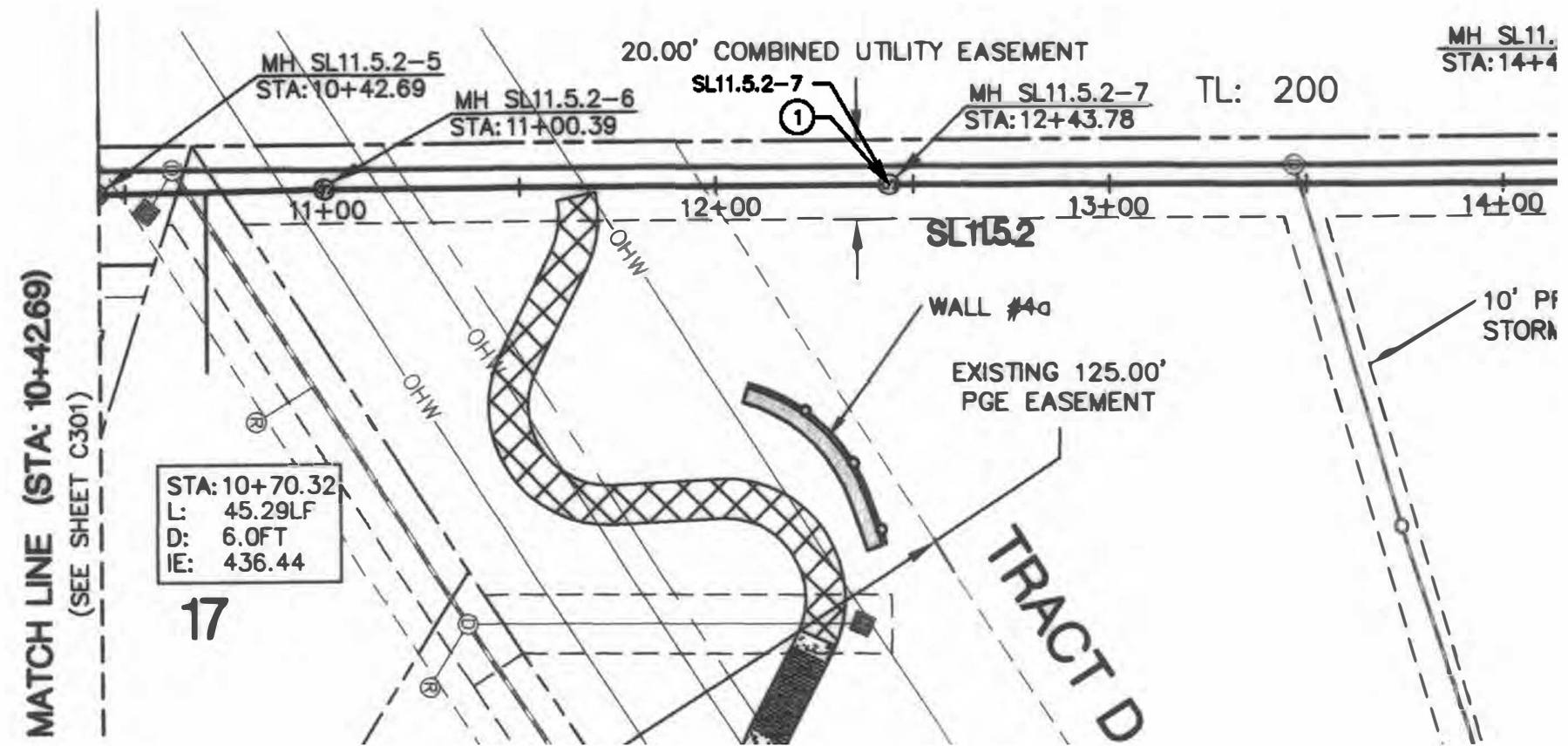
ID NUMBER: SL11.5.2-7  
 REPAIR TYPE: GROUT  
 DEPTH: 8.8 FEET



**ASBUILT DRAWING - PROFILE**



**SATELLITE IMAGE**



**ASBUILT DRAWING - PLAN**

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE SL11.5.2-7

DRAWING NO.  
C29

SHEET NO.  
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**GENERAL NOTES**

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**KEY NOTES**

- ① GROUT MANHOLE

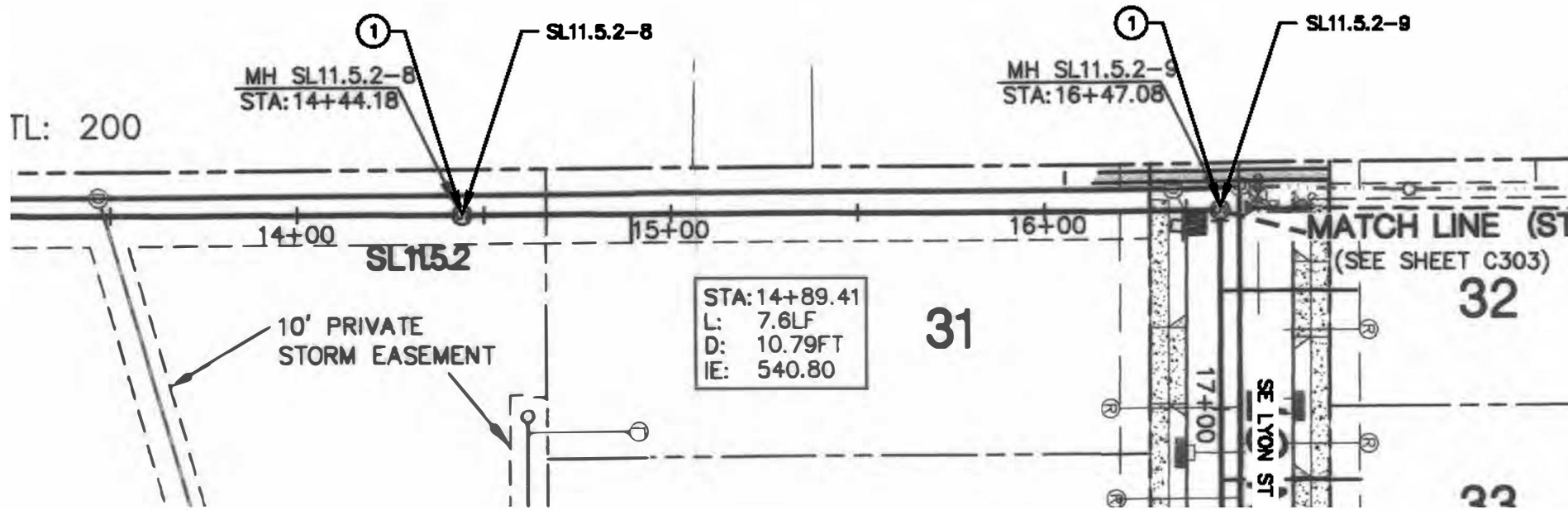
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 REPAIR TYPE: GROUT  
 DEPTH: 9.6 FEET

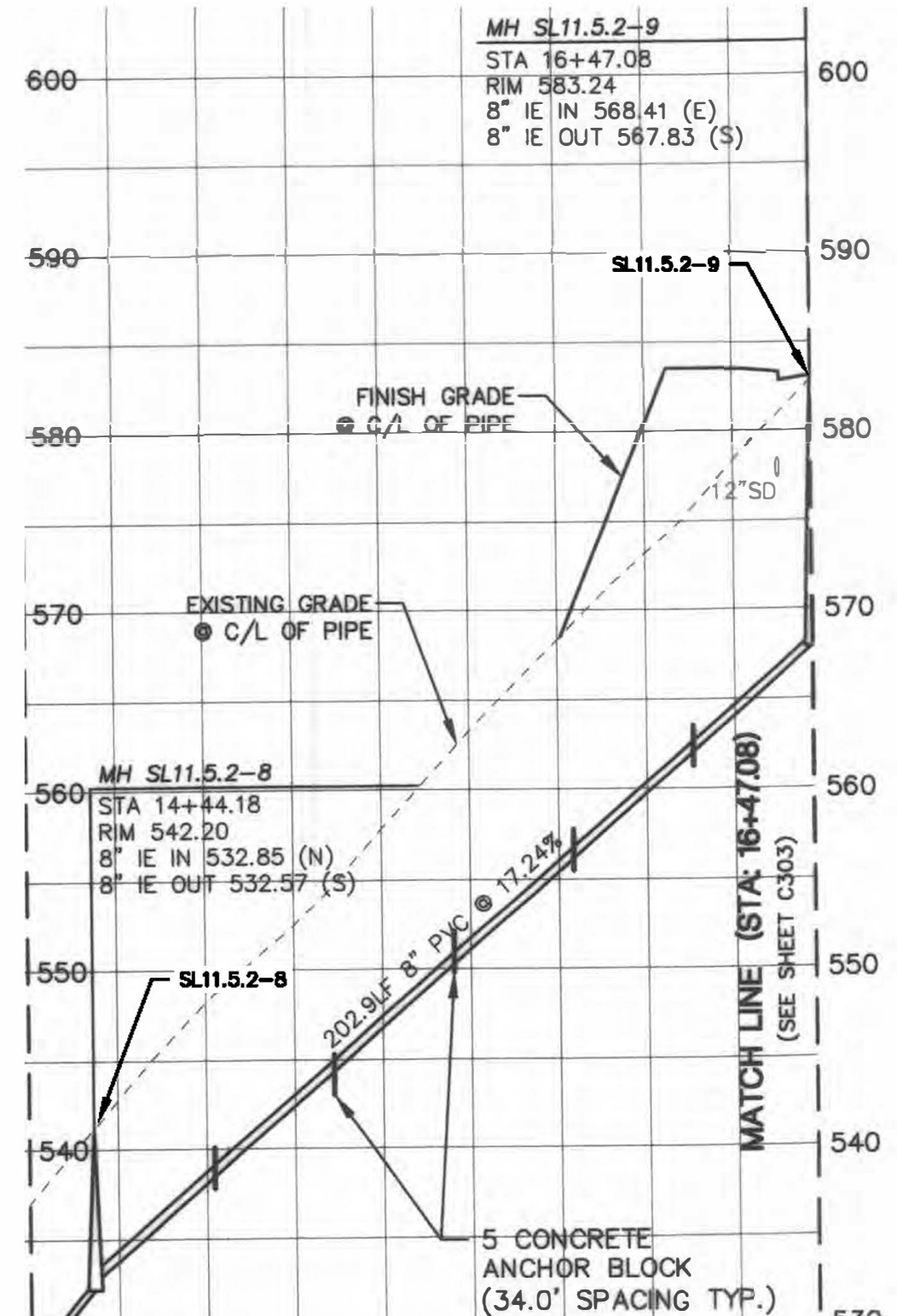
ID NUMBER: SL11.5.2-9  
 REPAIR TYPE: GROUT  
 DEPTH: 15.4 FEET



**SATELLITE IMAGE**



**AS-BUILT DRAWING**



**AS-BUILT DRAWING**

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR  
 CHECKED BY: JDR  
 DATE: APRIL 2020  
 PROJECT NO: P632280

DRAWN BY: NRS  
 SCALE: N.T.S.



19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLES SL11.5.2-8 & SL11.5.2-9

DRAWING NO.  
C30

SHEET NO.  
39 of 80



**GENERAL NOTES**

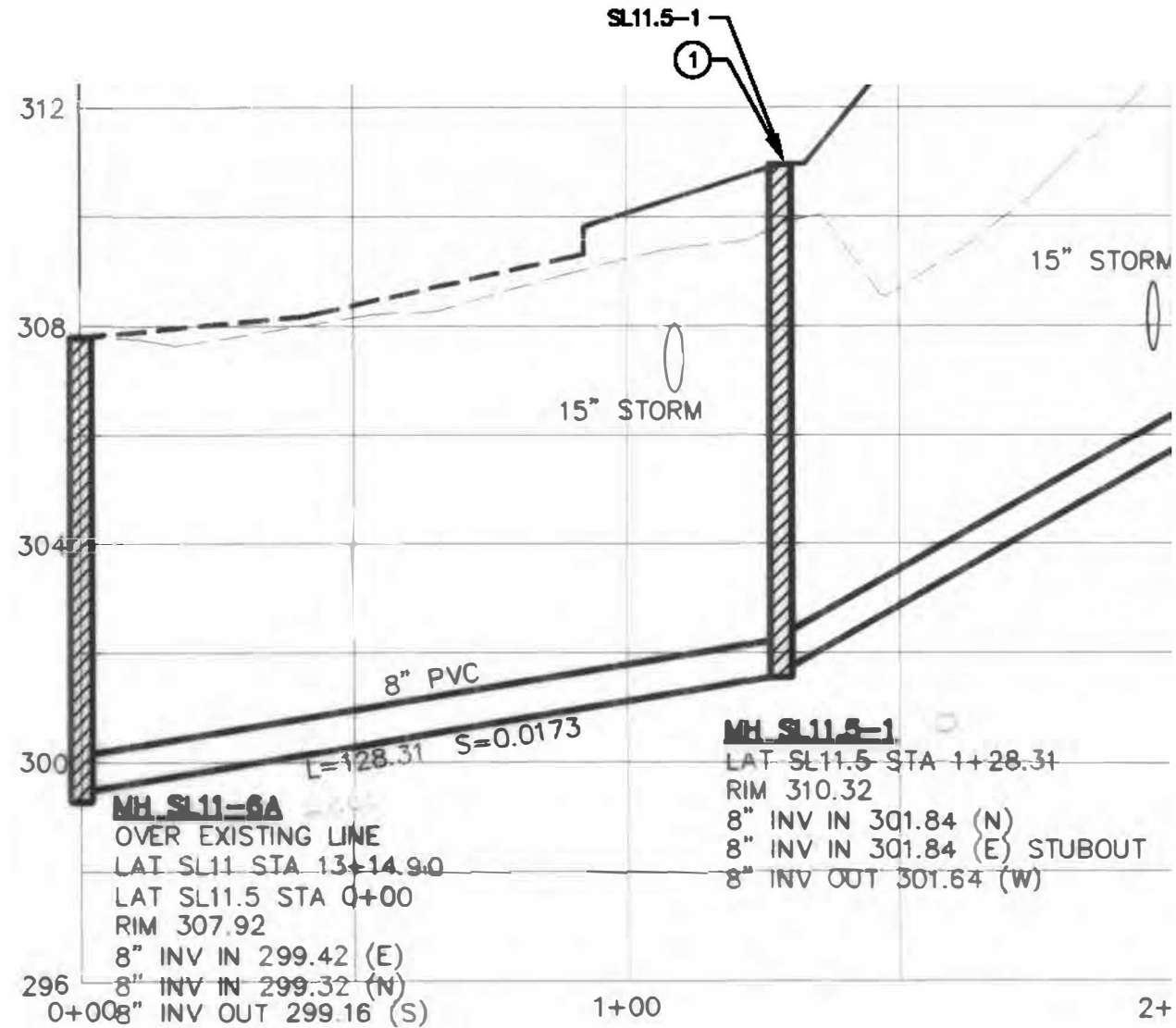
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCE.
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**KEY NOTES**

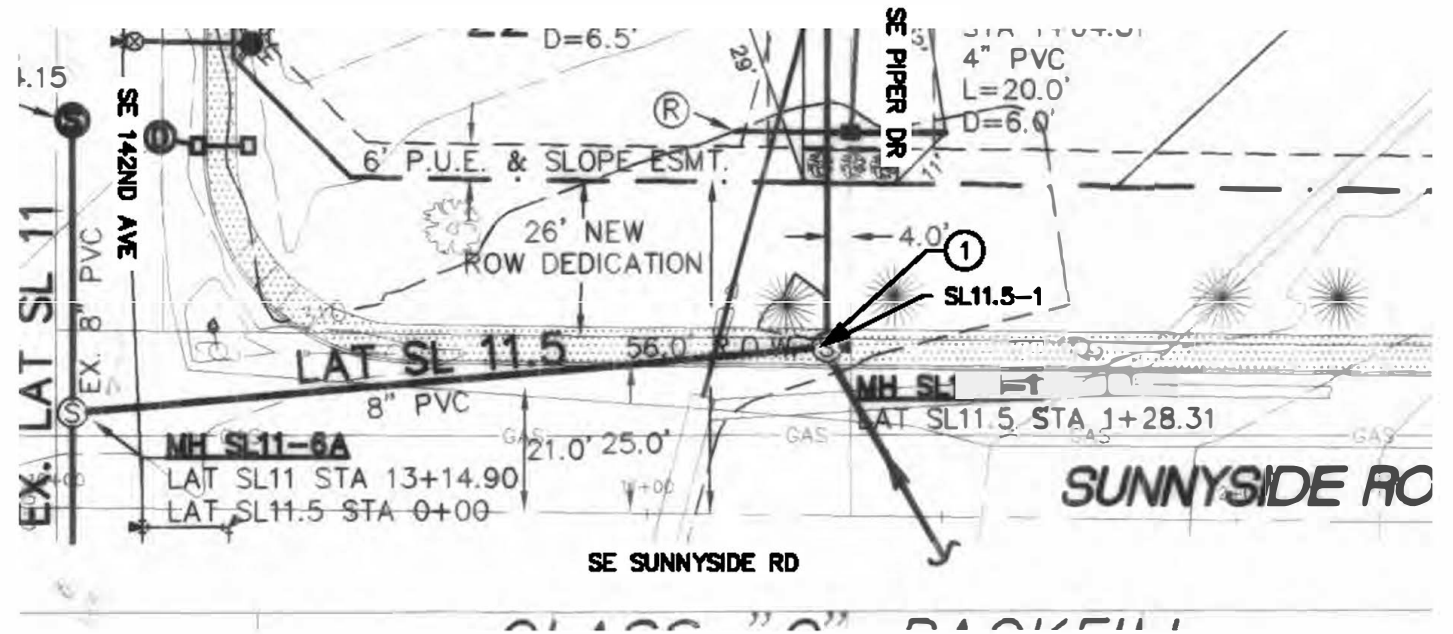
- ① GROUT MANHOLE

**MANHOLE DATA**

ID NUMBER: SL11.5-1  
 REPAIR TYPE: GROUT  
 DEPTH: 8.7 FEET



**ASBUILT DRAWING - PROFILE.**



**ASBUILT DRAWING - PLAN**



**SATELLITE IMAGE.**

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE SL11.5-1

DRAWING NO.  
C31

SHEET NO.  
40 of 80



**GENERAL NOTES**

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**KEY NOTES**

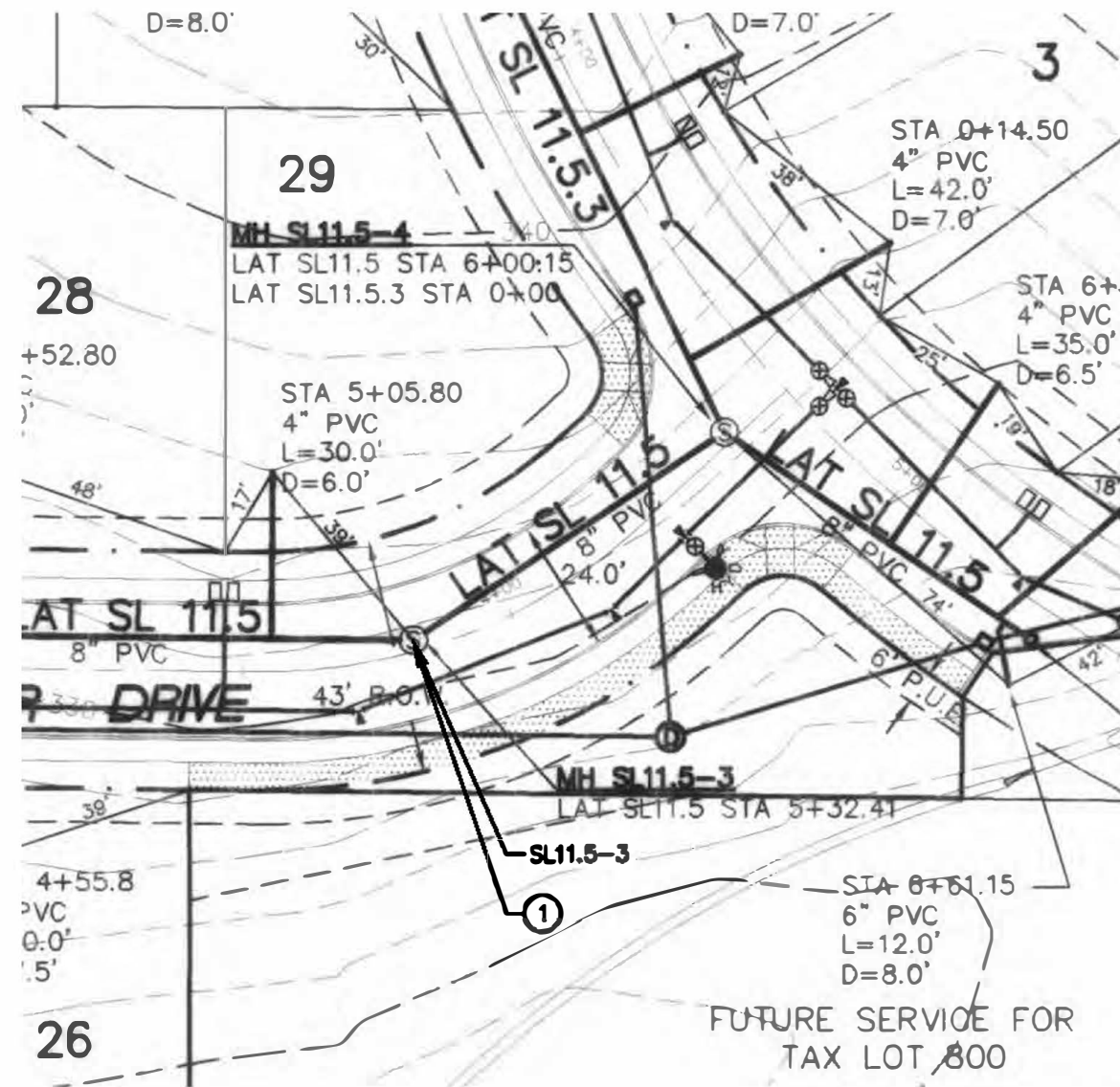
- ① GROUT MANHOLE

**MANHOLE DATA**

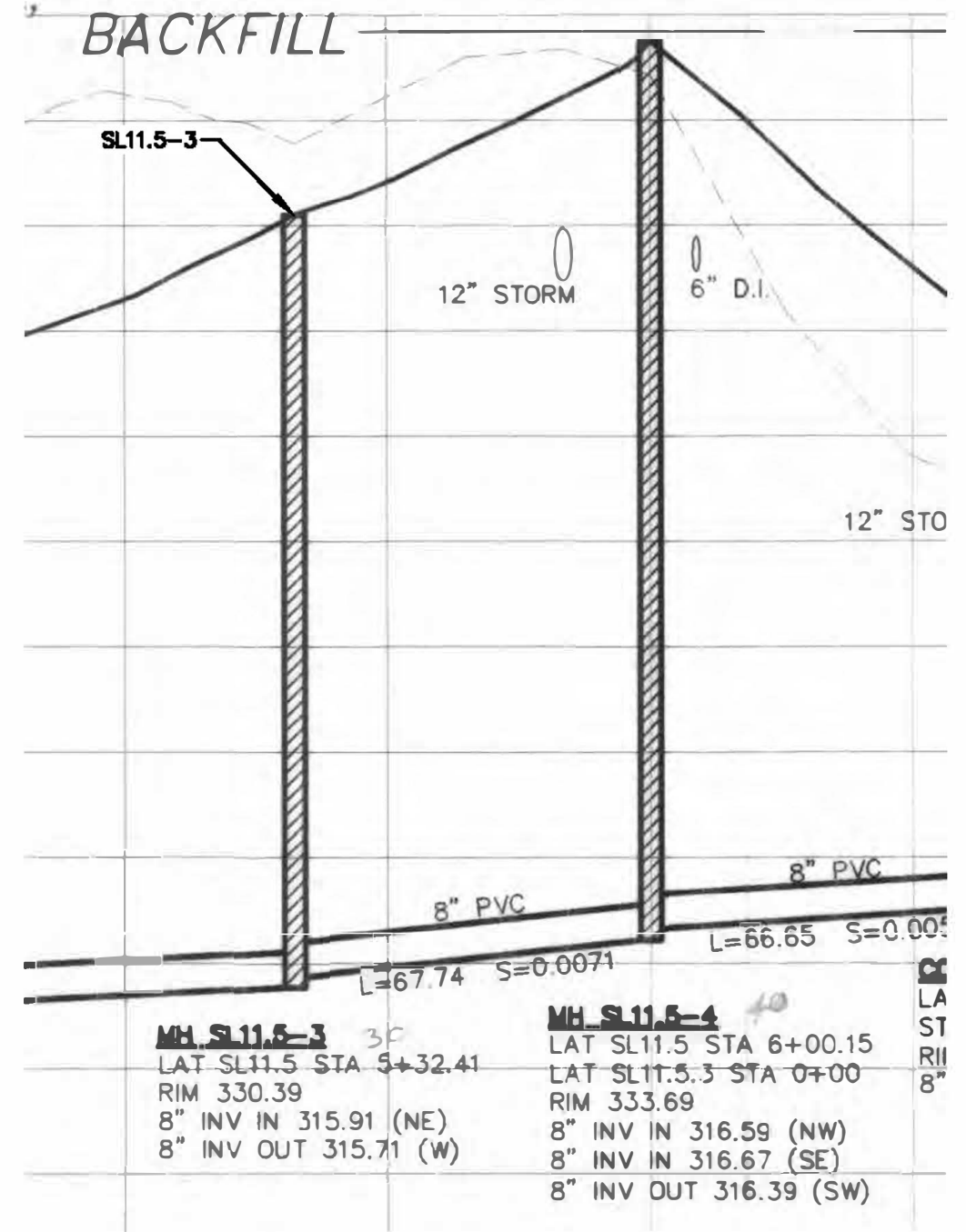
ID NUMBER: SL11.5-3  
 REPAIR TYPE: GROUT  
 DEPTH: 14.7 FEET



**SATELLITE IMAGE**



**AS-BUILT DRAWING - PLAN**



**AS-BUILT DRAWING - PROFILE**



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MAINTENANCE HOLE SL11.5-3

DRAWING NO.  
C32

SHEET NO.  
41 of 80



**GENERAL NOTES**

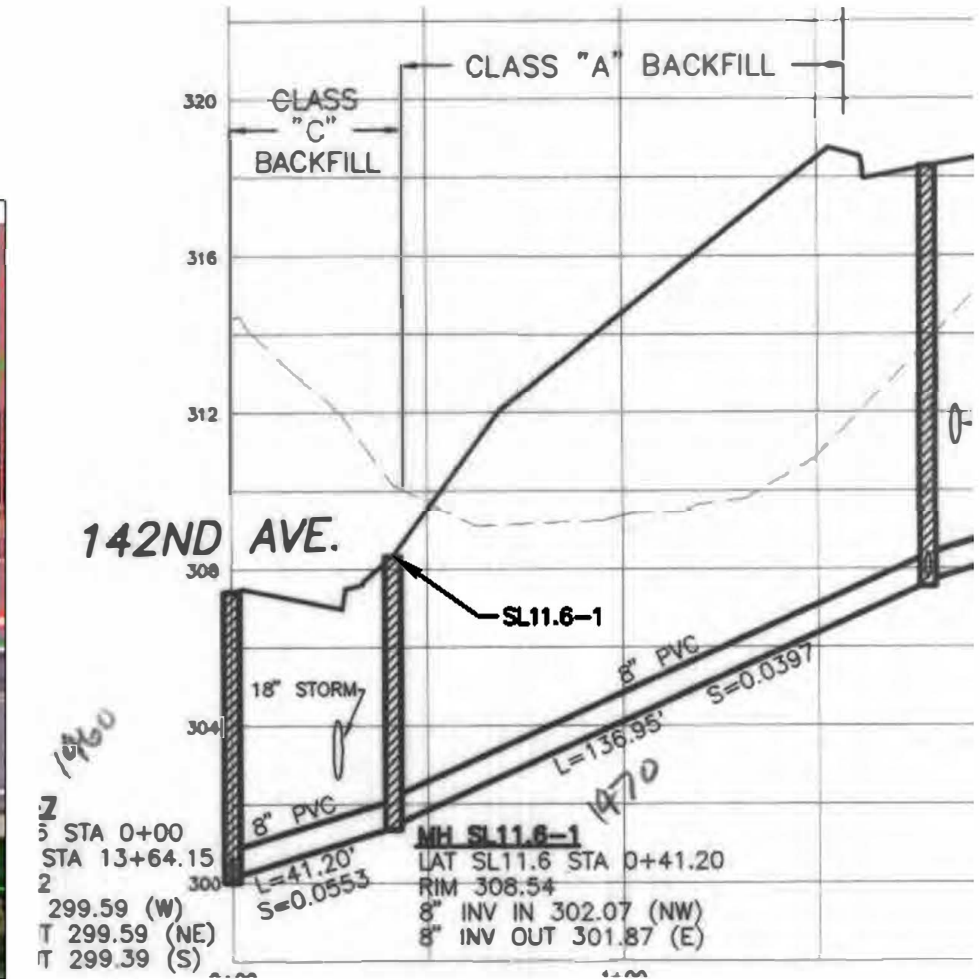
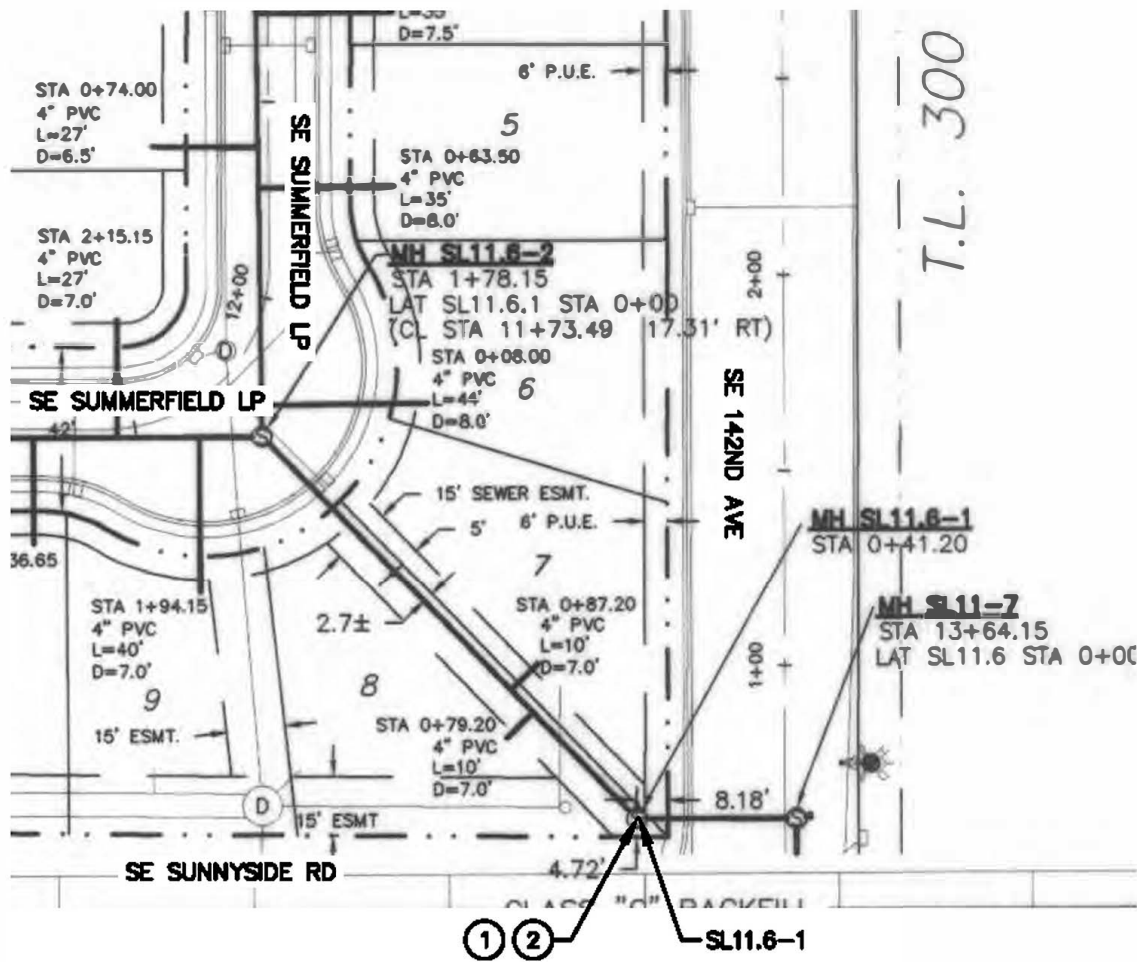
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCE
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**KEY NOTES**

- ① GROUT MANHOLE
- ② EPOXY MANHOLE

**MANHOLE DATA**

ID NUMBER: SL11.6-1  
 REPAIR TYPE: GROUT/EPOXY  
 DEPTH: 6.7 FEET



ASBUILT DRAWING - PLAN

SATELLITE IMAGE

ASBUILT DRAWING - PROFILE



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MAINTENANCE HOLE SL11.6-1

DRAWING NO.  
C33

SHEET NO.  
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**GENERAL NOTES**

1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCE
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**KEY NOTES**

- ① GROUT MANHOLE
- ② EPOXY MANHOLE

**MANHOLE DATA**

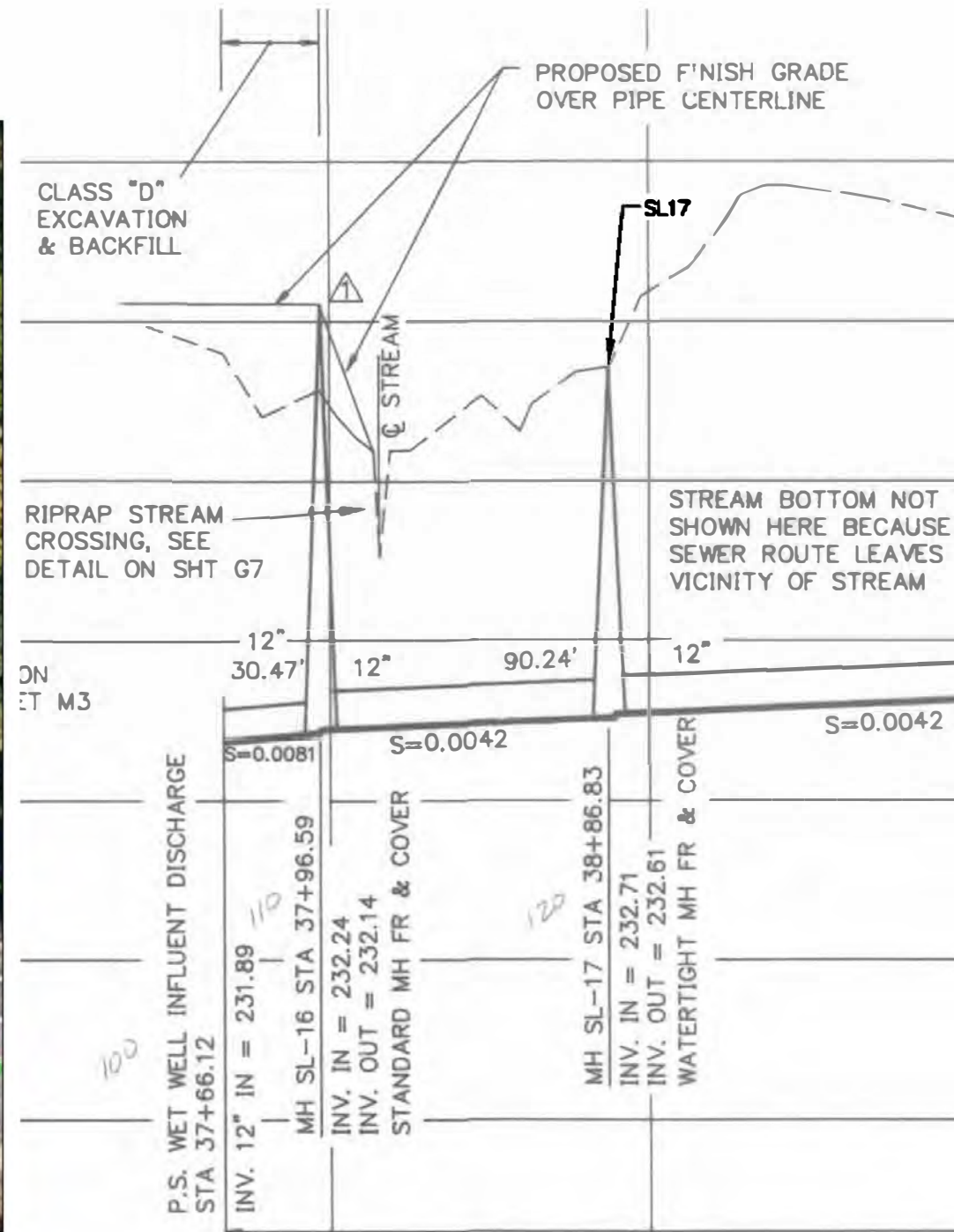
ID NUMBER: SL17  
 REPAIR TYPE: GROUT/EPOXY  
 DEPTH: 10.8 FEET



AS-BUILT DRAWING - PLAN



SATELLITE IMAGE



AS-BUILT DRAWING - PROFILE



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	

**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MAINTENANCE HOLE SL17

DRAWING NO.  
C34

SHEET NO.  
43 of 80



**GENERAL NOTES**

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**MANHOLE DATA**

ID NUMBER: SL18A  
 REPAIR TYPE: GROUT/EPOXY  
 DEPTH: 12.3 FEET

ID NUMBER: SL19  
 REPAIR TYPE: GROUT/EPOXY  
 DEPTH: 12.0 FEET

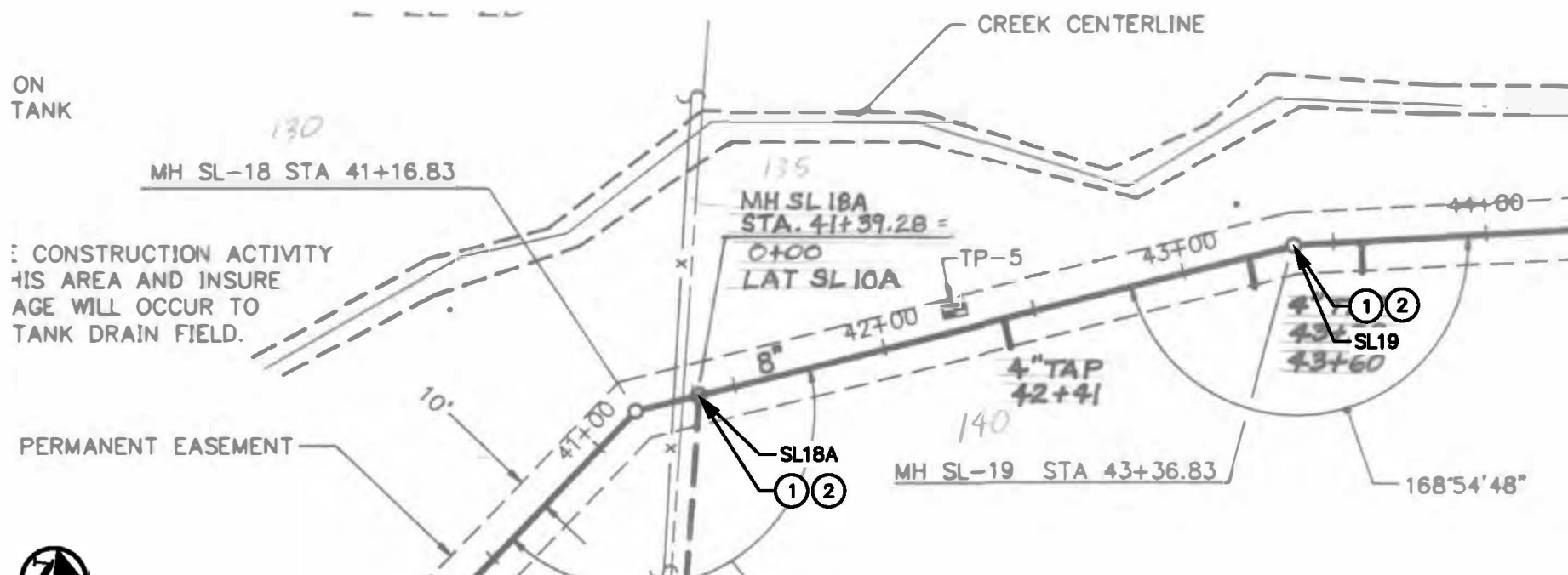
**KEY NOTES**

- ① GROUT MANHOLE
- ② EPOXY MANHOLE

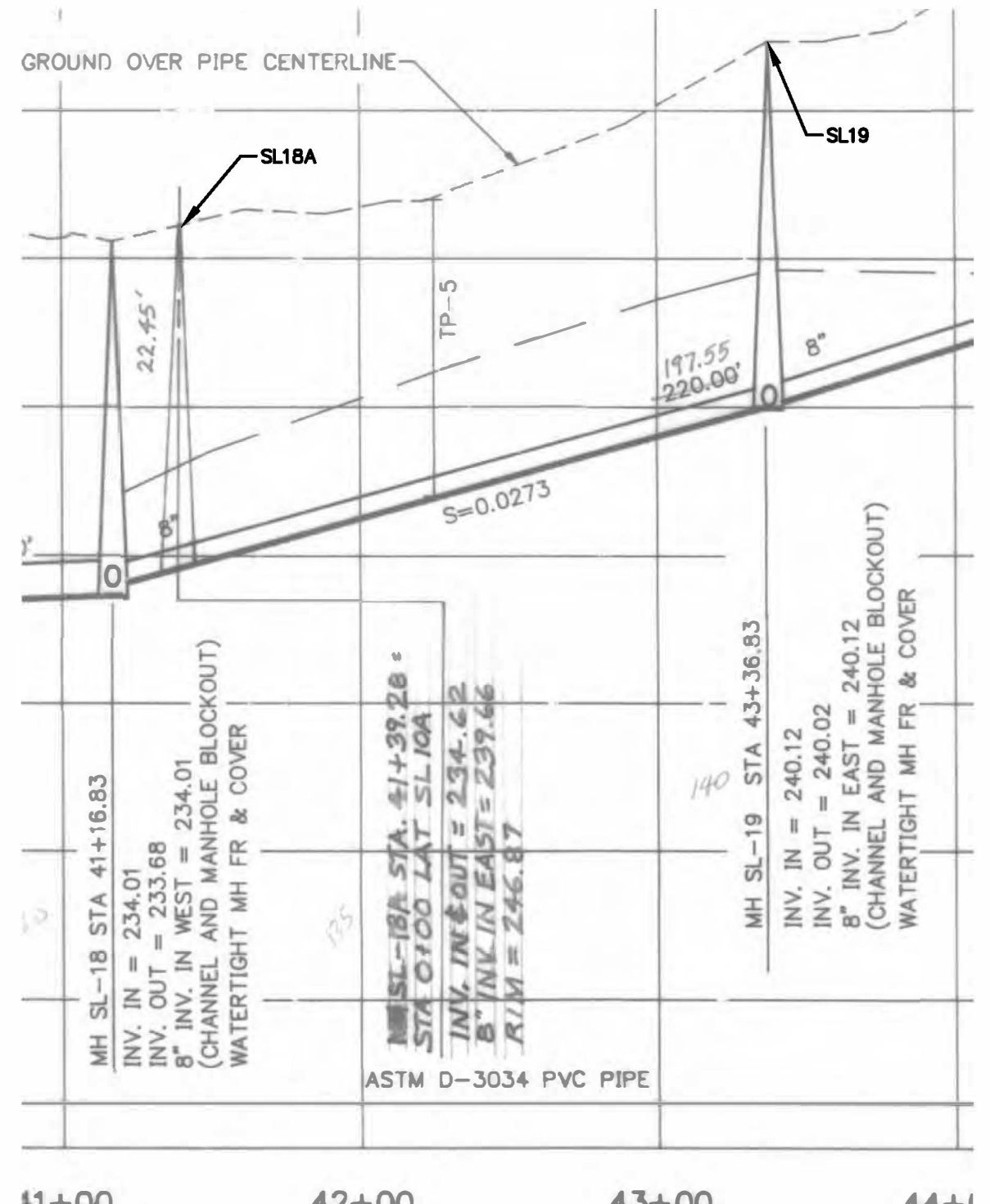


SATELLITE IMAGE

SL17  
 SEE SHEET C34




AS-BUILT DRAWING - PLAN



AS-BUILT DRAWING - PROFILE

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	

 <p><b>WATER ENVIRONMENT SERVICES</b>  <small>Water Quality Protection • Surface Water Management                  Wastewater Collection and Treatment</small></p>
---

19/20 COLLECTION SYSTEM REHAB PROJECT

**MAINTENANCE HOLE SL18A & SL19**

DRAWING NO.  
**C35**

SHEET NO.  
**44 of 80**



**GENERAL NOTES**

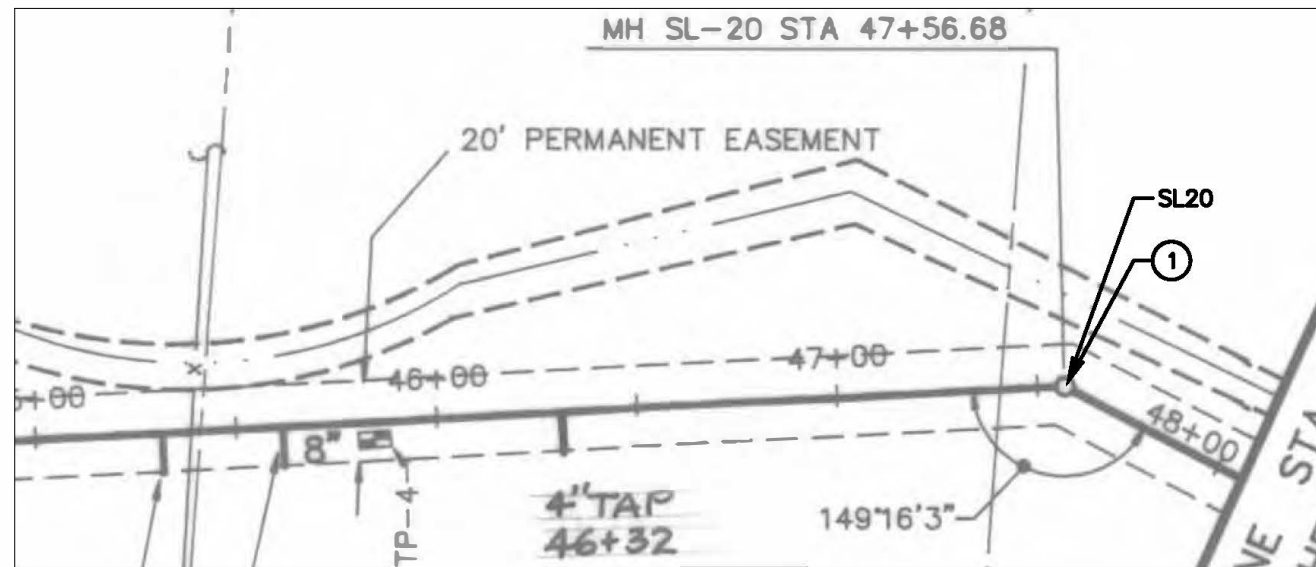
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCE.
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**KEY NOTES**

- ① GROUT MANHOLE
- ② EPOXY MANHOLE

**MANHOLE DATA**

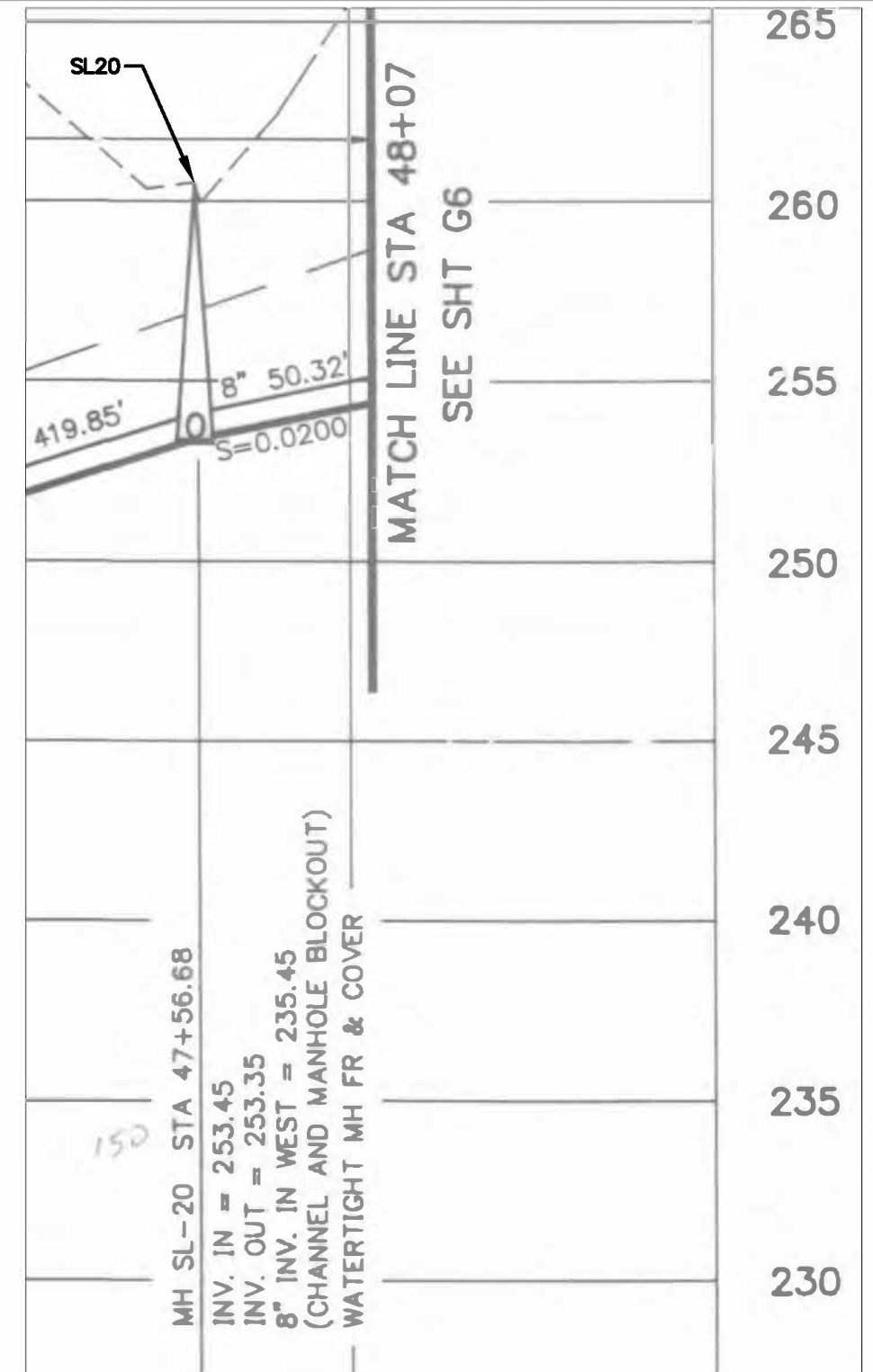
ID NUMBER: SL20  
 REPAIR TYPE: GROUT/EPOXY  
 DEPTH: 18.0 FEET



AS-BUILT DRAWING - PLAN.



SATELLITE IMAGE.



AS-BUILT DRAWING - PROFILE



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR  
 CHECKED BY: JDR  
 DATE: APRIL 2020  
 PROJECT NO: P632280

DRAWN BY: NRS  
 SCALE: N.T.S.



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE SL20

DRAWING NO.  
**C36**

SHEET NO.  
 45 of 80



**GENERAL NOTES**

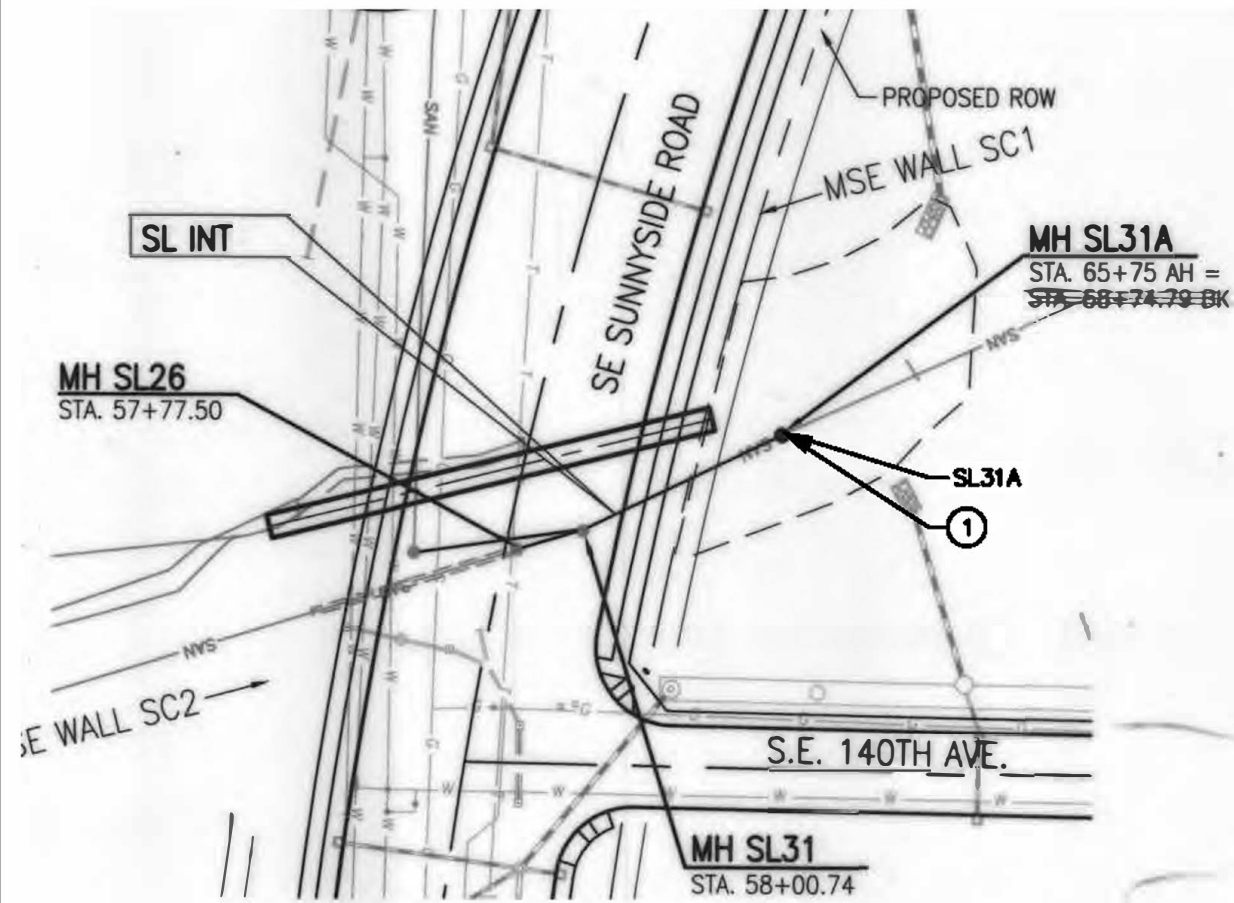
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCE.
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**KEY NOTES**

- ① GROUT MANHOLE
- ② EPOXY MANHOLE

**MANHOLE DATA**

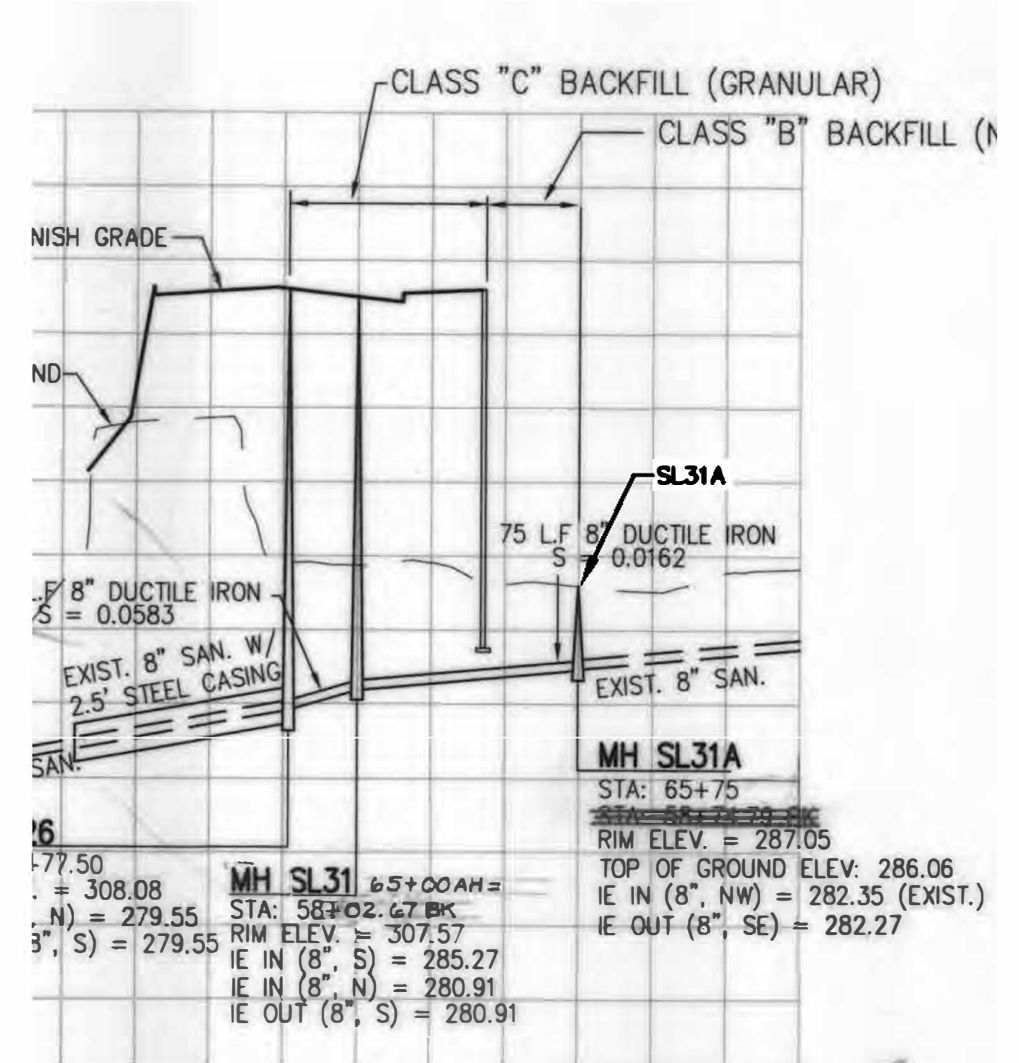
ID NUMBER: SL31A  
 REPAIR TYPE: GROUT/EPOXY  
 DEPTH: 4.8 FEET



**AS-BUILT DRAWING - PLAN**



**SATELLITE IMAGE**



**AS-BUILT DRAWING - PROFILE**



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR  
 CHECKED BY: JDR  
 DATE: APRIL 2020  
 PROJECT NO: P632280

DRAWN BY: NRS  
 SCALE: N.T.S.



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE SL31A

DRAWING NO.  
 C37  
 SHEET NO.  
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**GENERAL NOTES**

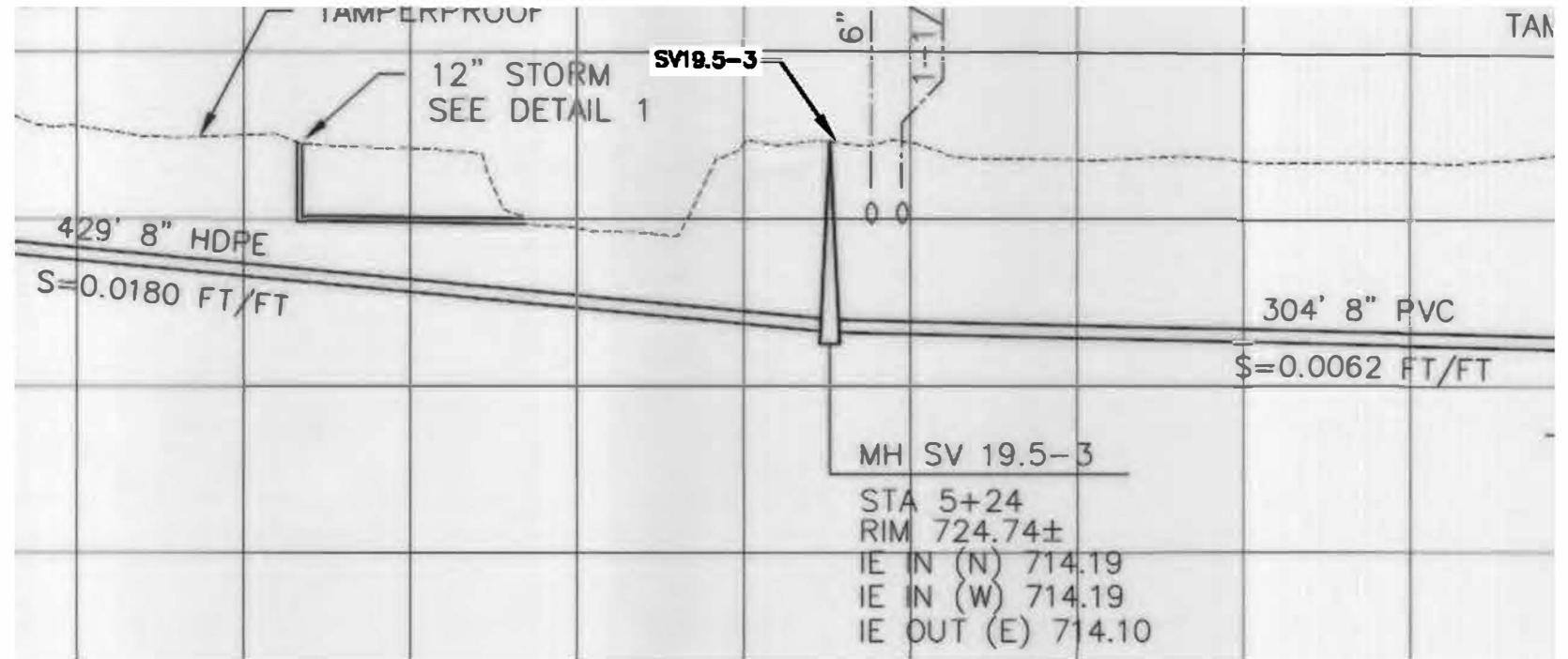
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCE.
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**KEY NOTES**

- ① GROUT MANHOLE

**MANHOLE DATA**

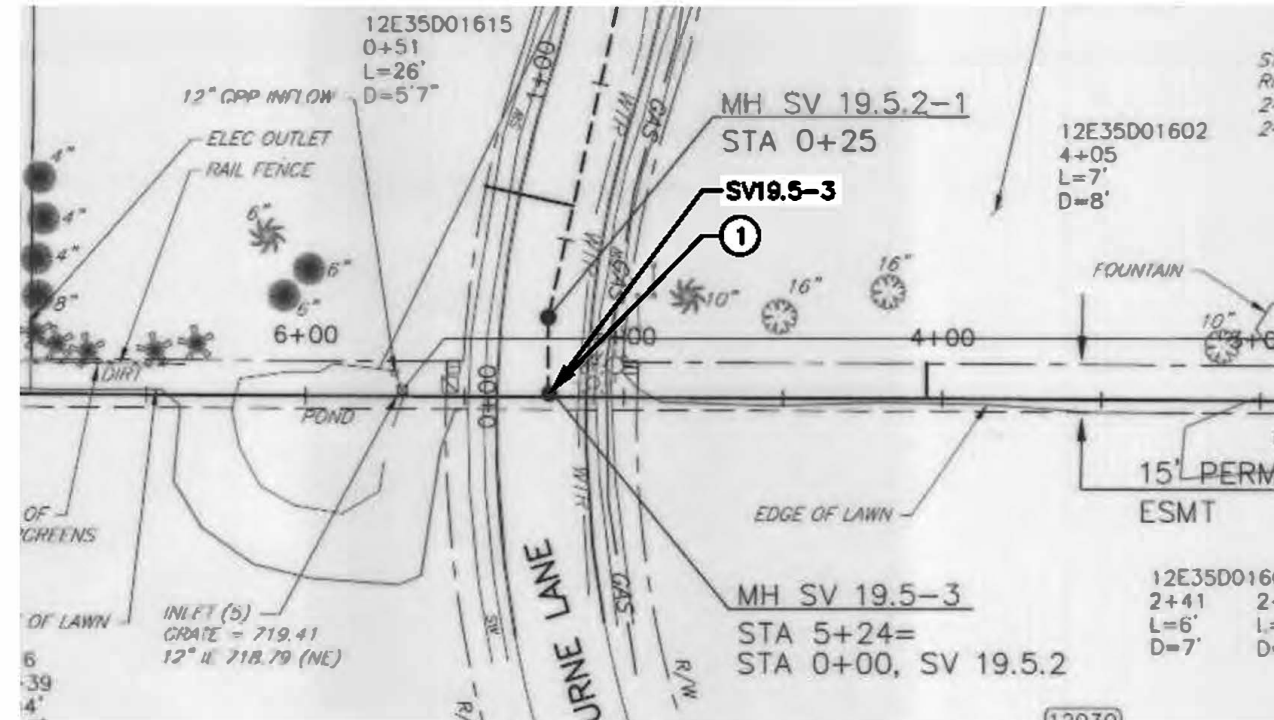
ID NUMBER: SV19.5-3  
 REPAIR TYPE: GROUT  
 DEPTH: 10.6 FEET  
 ADDRESS: 12021 SE EASTBOURNE LN



**AS-BUILT DRAWING - PROFILE**



**SATELLITE IMAGE**



**AS-BUILT DRAWING - PLAN**



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR  
 CHECKED BY: JDR  
 DATE: APRIL 2020  
 PROJECT .NG: P632280

DRAWN BY: NRS  
 SCALE: N.T.S.



**WATER ENVIRONMENT SERVICES**  
Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE SV19.5-3

DRAWING NO.  
C38

SHEET NO.  
47 of 80



**GENERAL NOTES**

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**KEY NOTES**

- ① GROUT MANHOLE

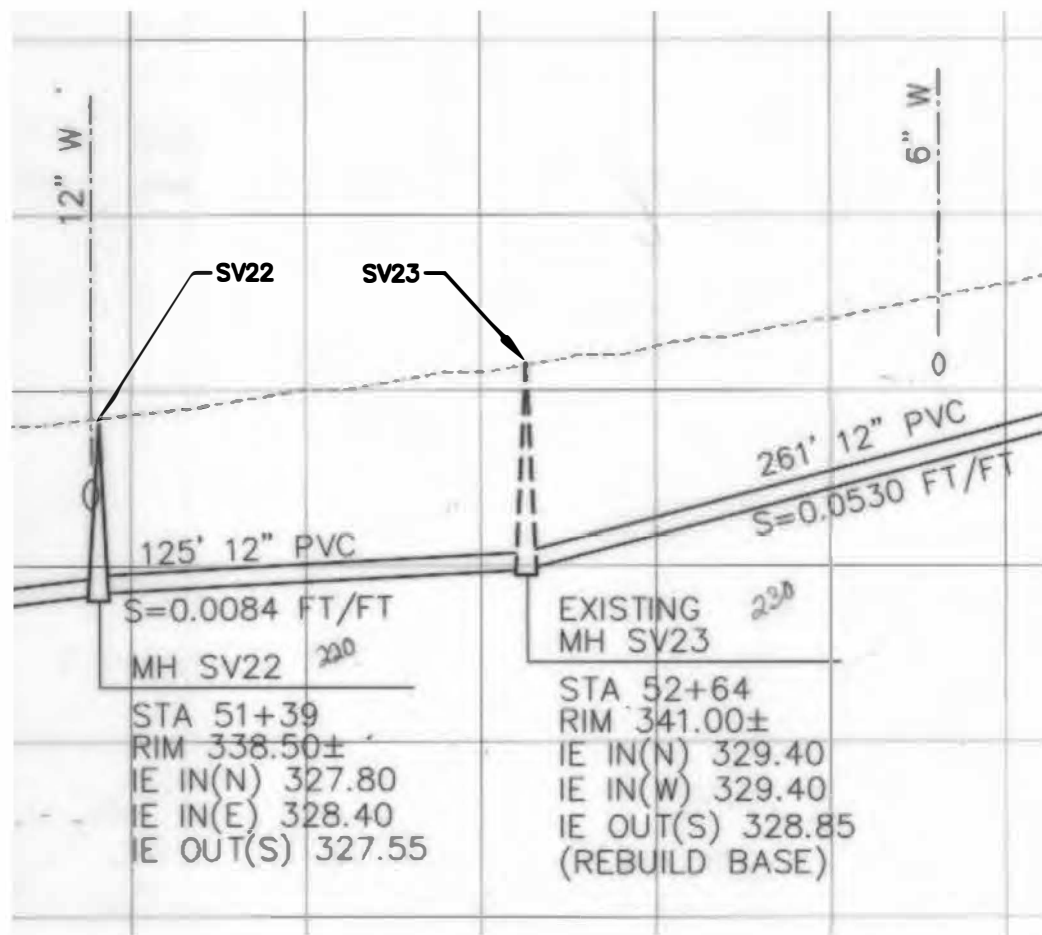
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ID NUMBER: SV22  
REPAIR TYPE: GROUT  
DEPTH: 11.0 FEET

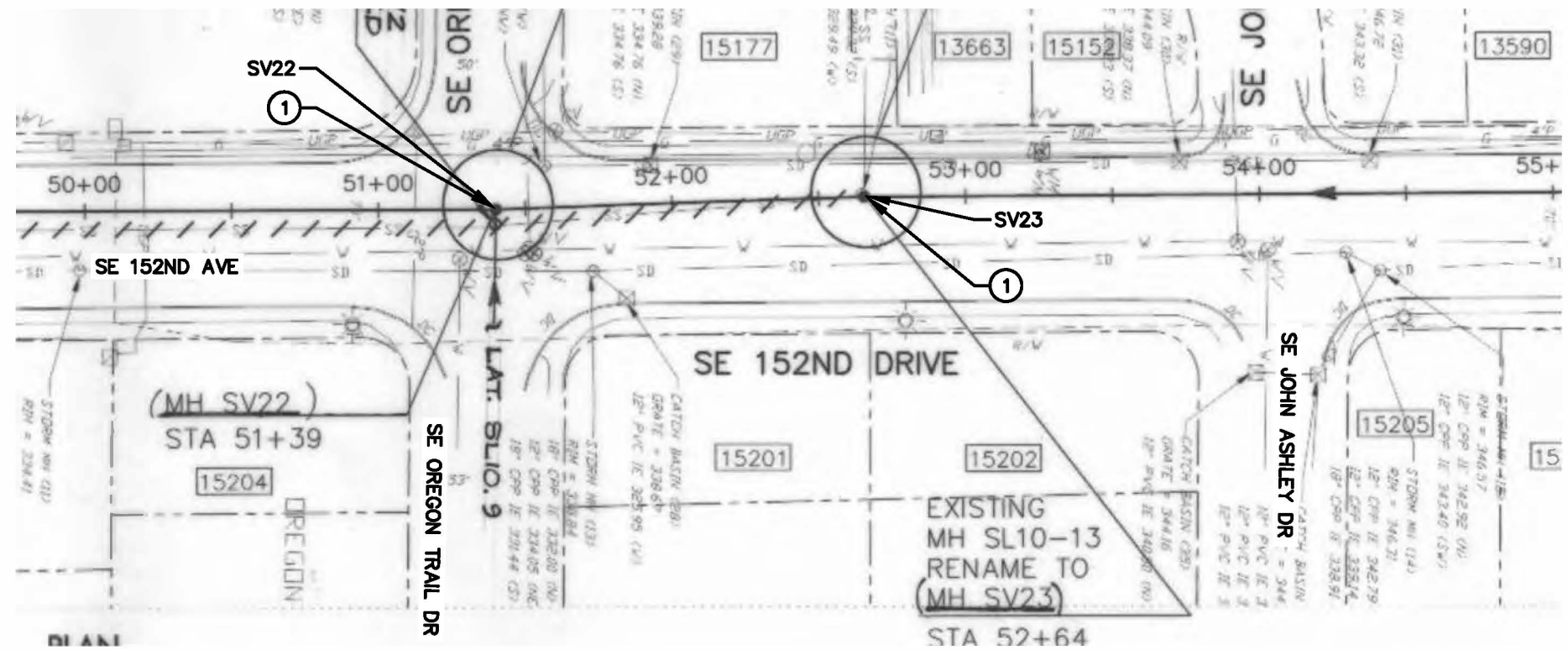
ID NUMBER: SV23  
REPAIR TYPE: GROUT  
DEPTH: 12.2 FEET



**SATELLITE IMAGE**



**ASBUILT DRAWING -- PROFILE**



**ASBUILT DRAWING -- PLAN**



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
Water Quality Protection - Surface Water Management  
Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLES SV22 & SV23

DRAWING NO.

**C39**

SHEET NO.

**48 of 80**



**GENERAL NOTES**

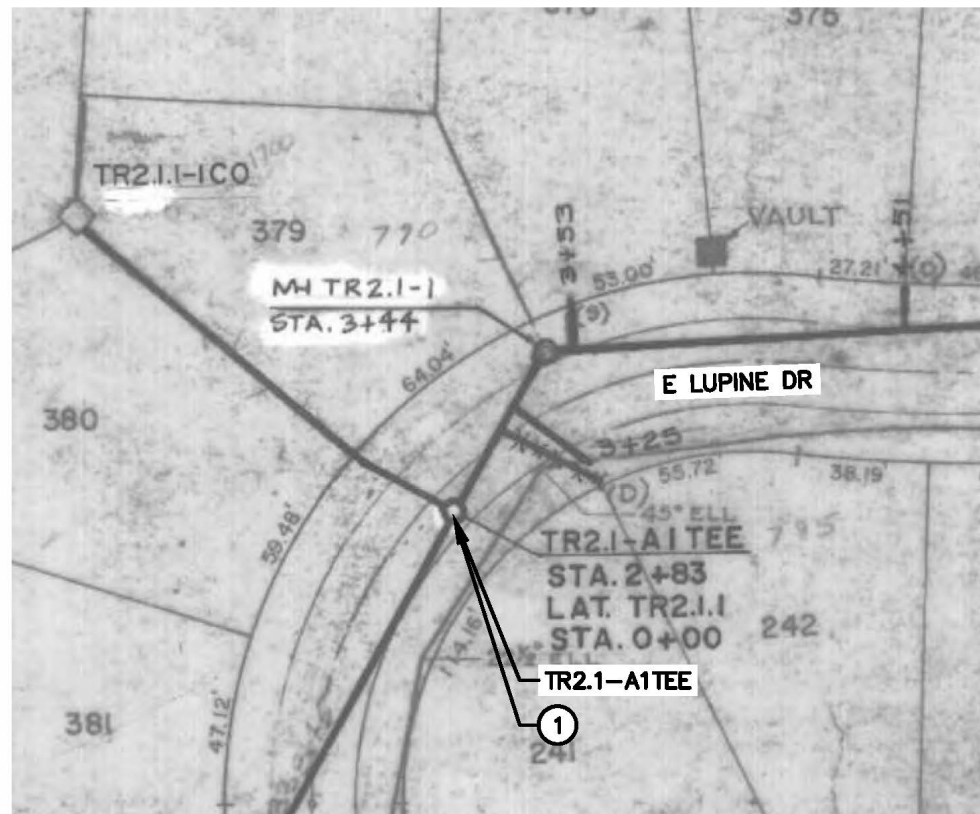
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCE.
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**KEY NOTES**

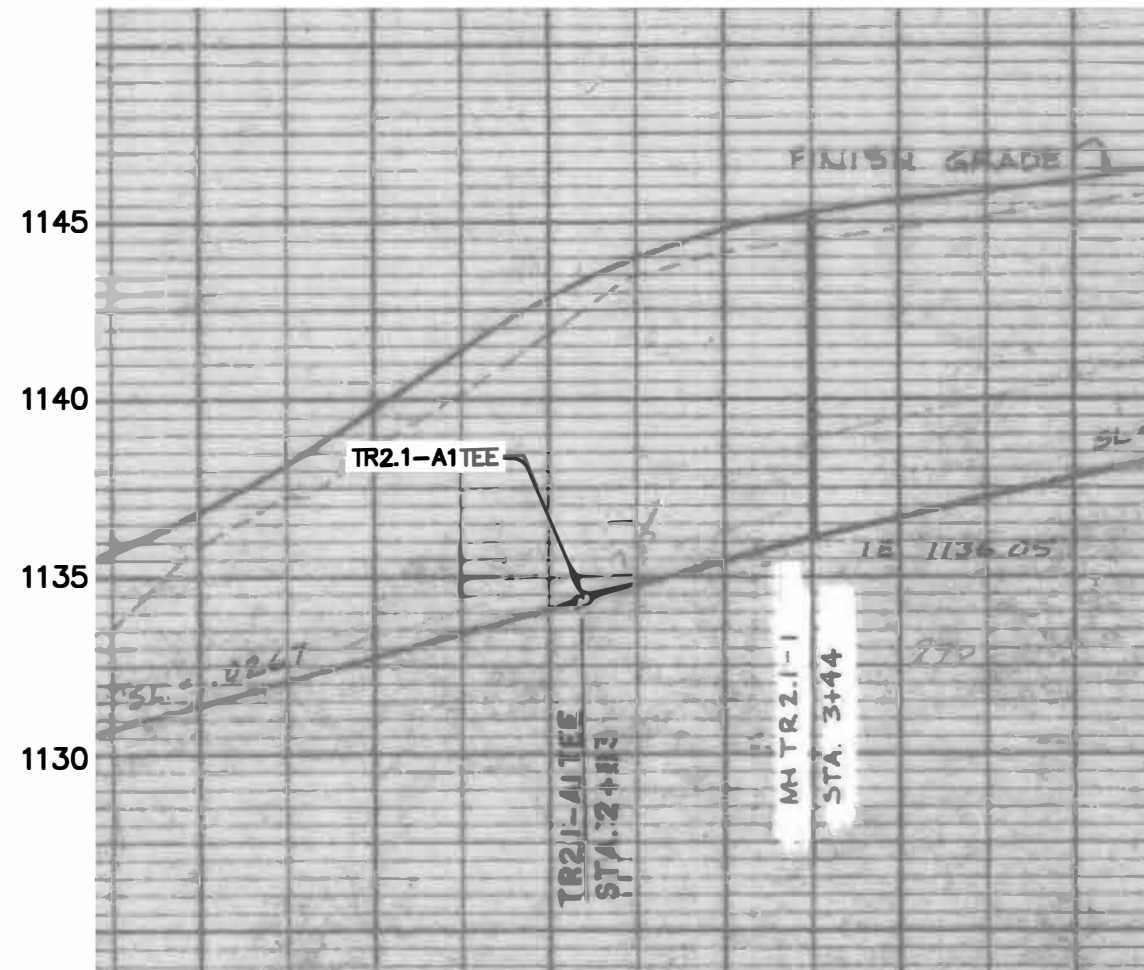
- ① CONSTRUCT NEW MANHOLE

**MANHOLE DATA**

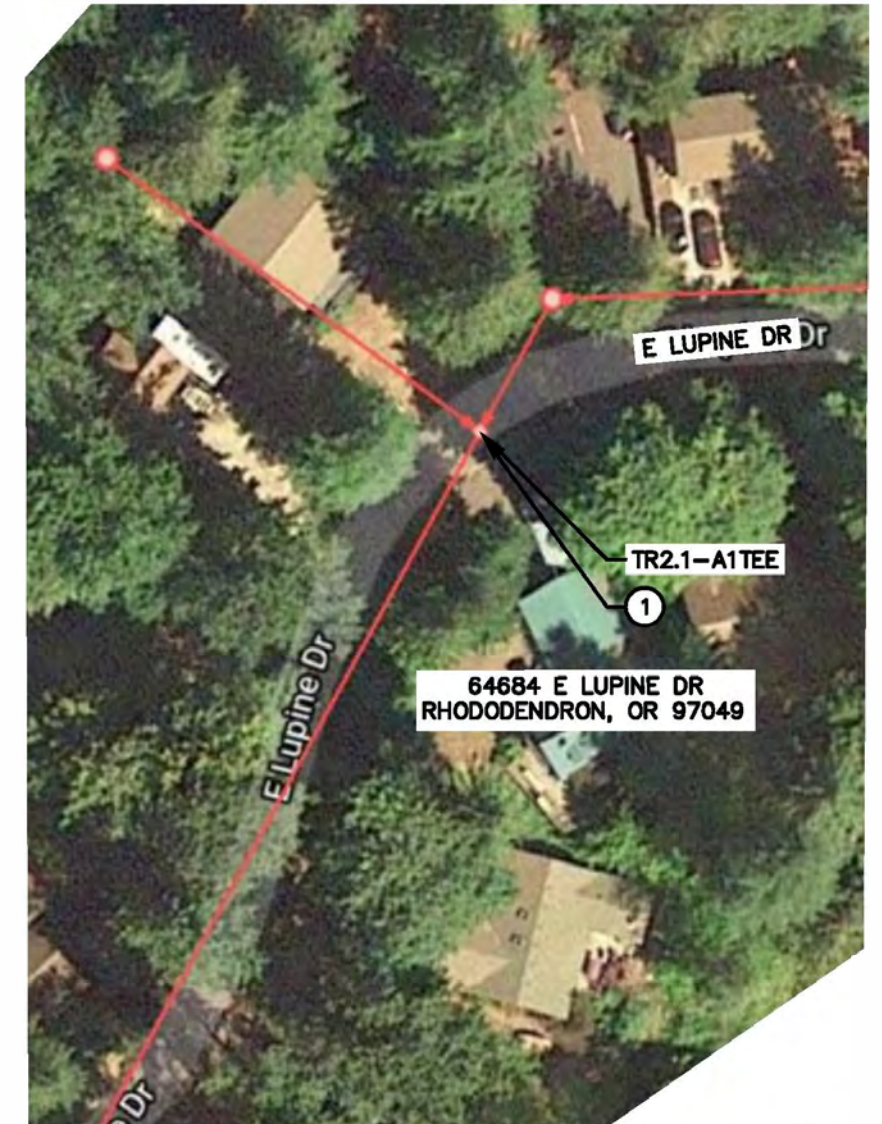
ID NUMBER: TR2.1-A1TEE  
 REPAIR TYPE: CONSTRUCT NEW MANHOLE  
 DEPTH: 9.0 FEET



ASBUILT DRAWING -- PLAN



ASBUILT DRAWING -- PROFILE



SATELLITE IMAGE



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE TR2.1-A1TEE

DRAWING NO.  
**C40**

SHEET NO.  
**49 of 80**



**GENERAL NOTES**

1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCE
2. AERIAL OR SATELLITE IMAGES ARE FOR REFERENCE ONLY AND MAY NOT ACCURATELY REFLECT EXISTING CONDITIONS, INCLUDING THE LOCATION OF SEWER STRUCTURES AND PIPES.
3. CONTRACTOR TO RECONNECT ACTIVE SERVICE LATERALS ONLY. ABANDONED OR CAPPED LATERALS WILL NOT BE REINSTATED

**KEY NOTES**

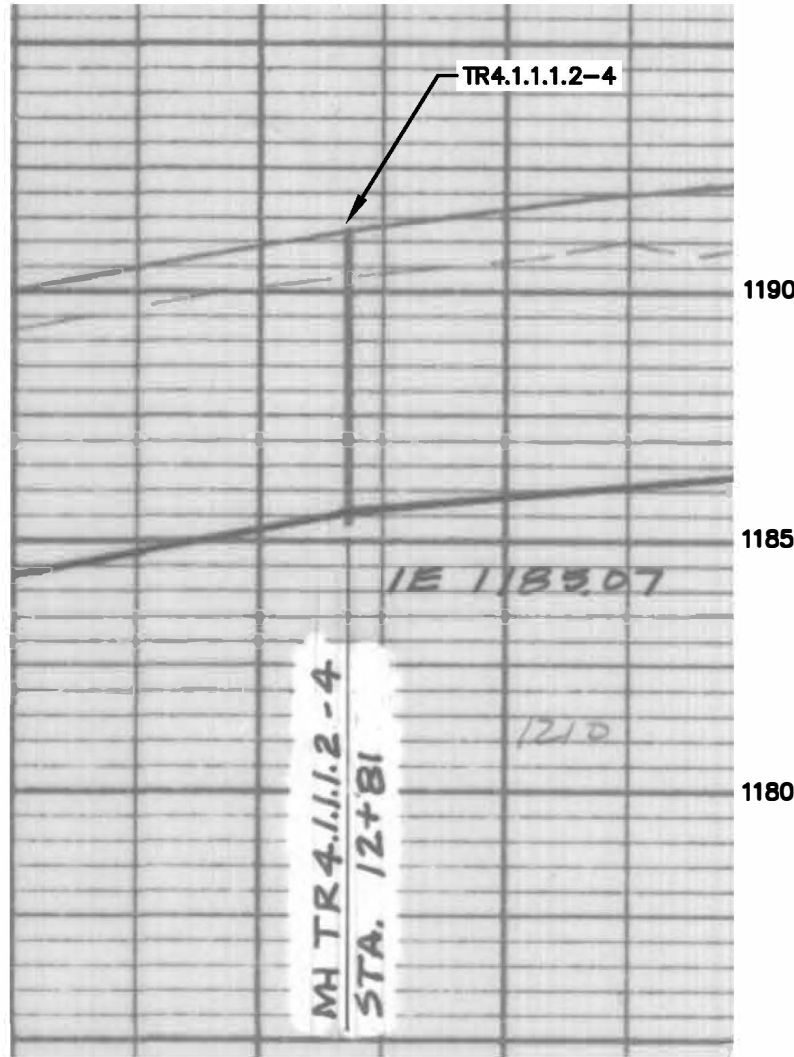
- ① REPLACE MANHOLE

**MANHOLE DATA**

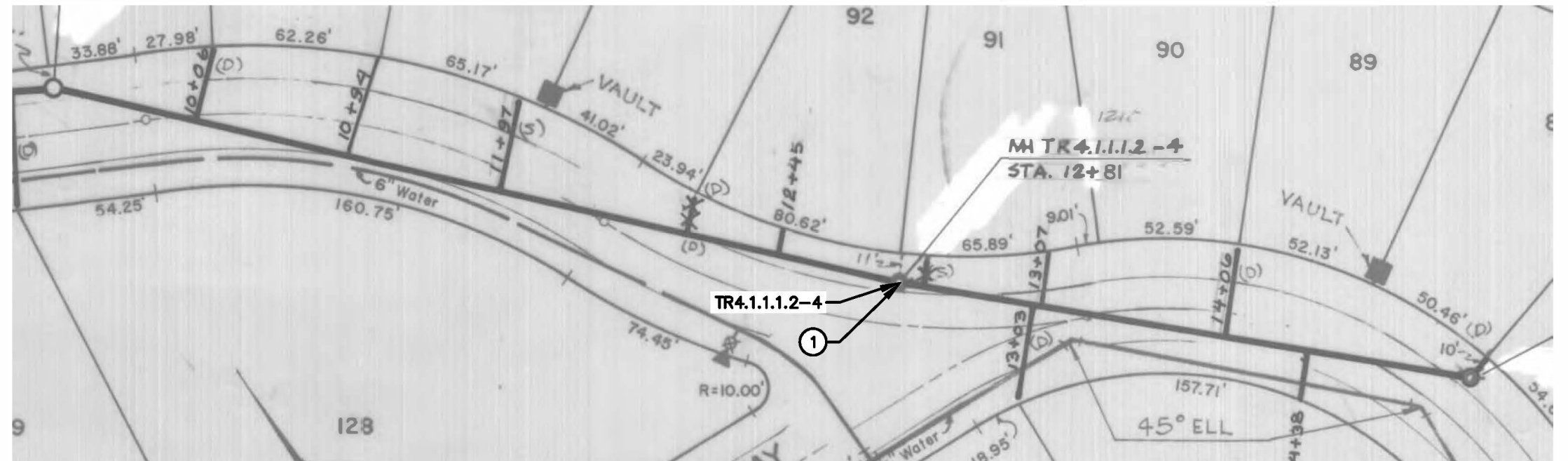
ID NUMBER: TR4.1.1.1.2-4  
 REPAIR TYPE: REPLACE  
 DEPTH: 5.5 FEET



**SATELLITE IMAGE**



**ASBUILT DRAWING - PROFILE**



**ASBUILT DRAWING - PLAN**



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE TR4.1.1.1.2-4

DRAWING NO.  
**C41**

SHEET NO.  
**50 of 80**



**GENERAL NOTES**

1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCE
2. AERIAL OR SATELLITE IMAGES ARE FOR REFERENCE ONLY AND MAY NOT ACCURATELY REFLECT EXISTING CONDITIONS, INCLUDING THE LOCATION OF SEWER STRUCTURES AND PIPES.
3. CONTRACTOR TO RECONNECT ACTIVE SERVICE LATERALS ONLY. ABANDONED OR CAPPED LATERALS WILL NOT BE REINSTATED

**MANHOLE DATA**

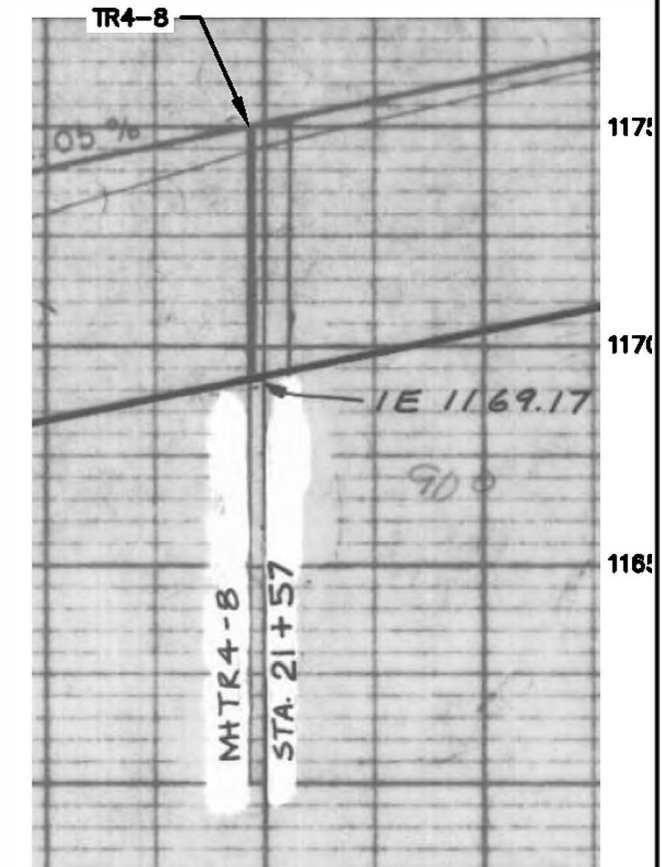
ID NUMBER: TR4-8  
 REPAIR TYPE: GROUT  
 DEPTH: 8.0 FEET

**KEY NOTES**

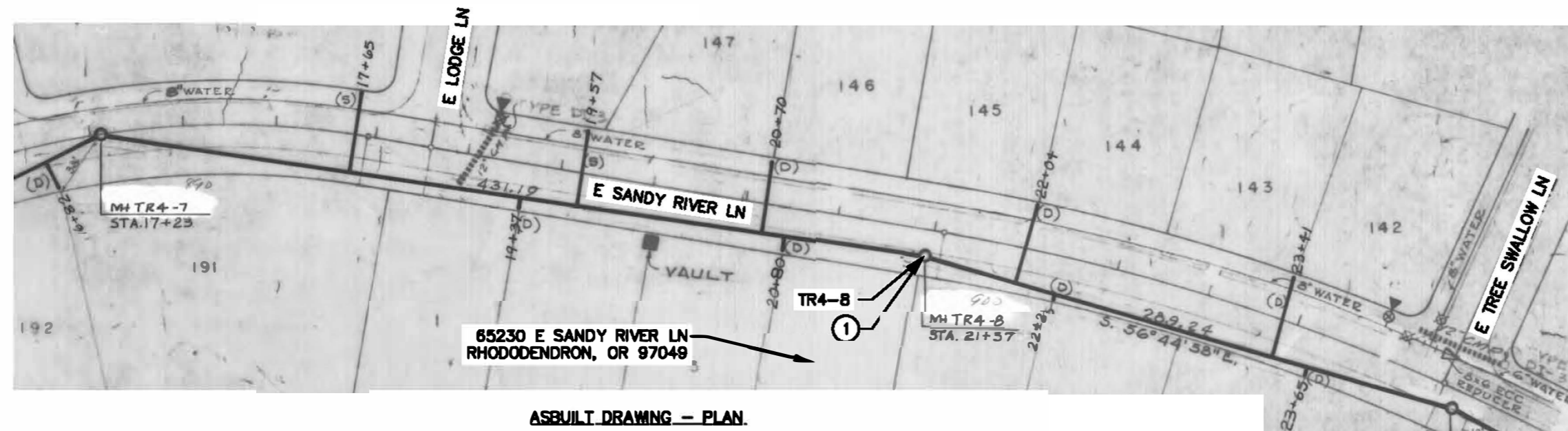
- ① GROUT MANHOLE



**SATELLITE IMAGE**



**ASBUILT DRAWING - PROFILE**



**ASBUILT DRAWING - PLAN**



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

**MAINTENANCE HOLE TR4-8**

DRAWING NO.  
**C42**

SHEET NO.  
51 of 80



**GENERAL NOTES**

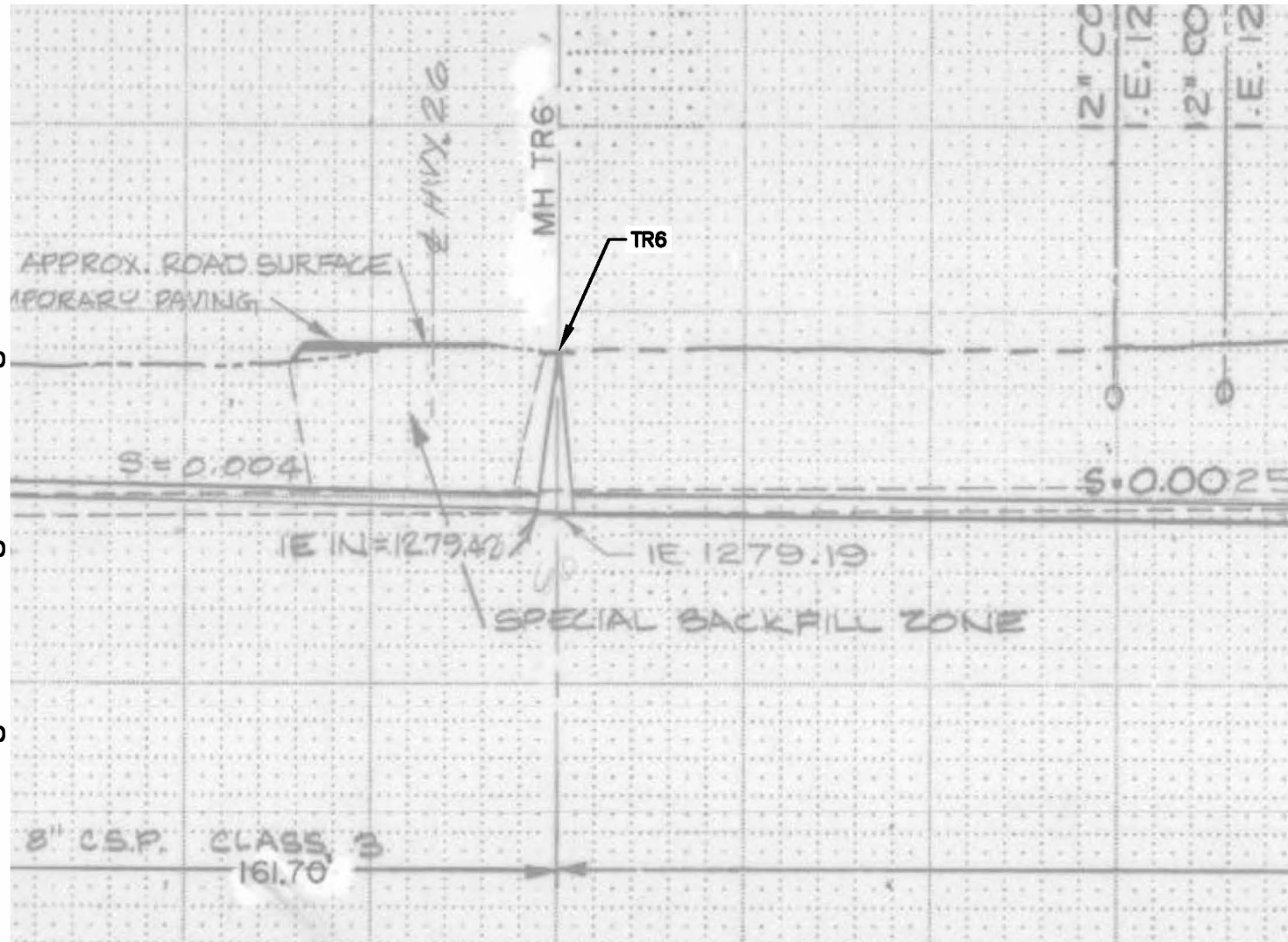
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCE
2. AERIAL OR SATELLITE IMAGES ARE FOR REFERENCE ONLY AND MAY NOT ACCURATELY REFLECT EXISTING CONDITIONS, INCLUDING THE LOCATION OF SEWER STRUCTURES AND PIPES.
3. CONTRACTOR TO RECONNECT ACTIVE SERVICE LATERALS ONLY. ABANDONED OR CAPPED LATERALS WILL NOT BE REINSTATED

**KEY NOTES**

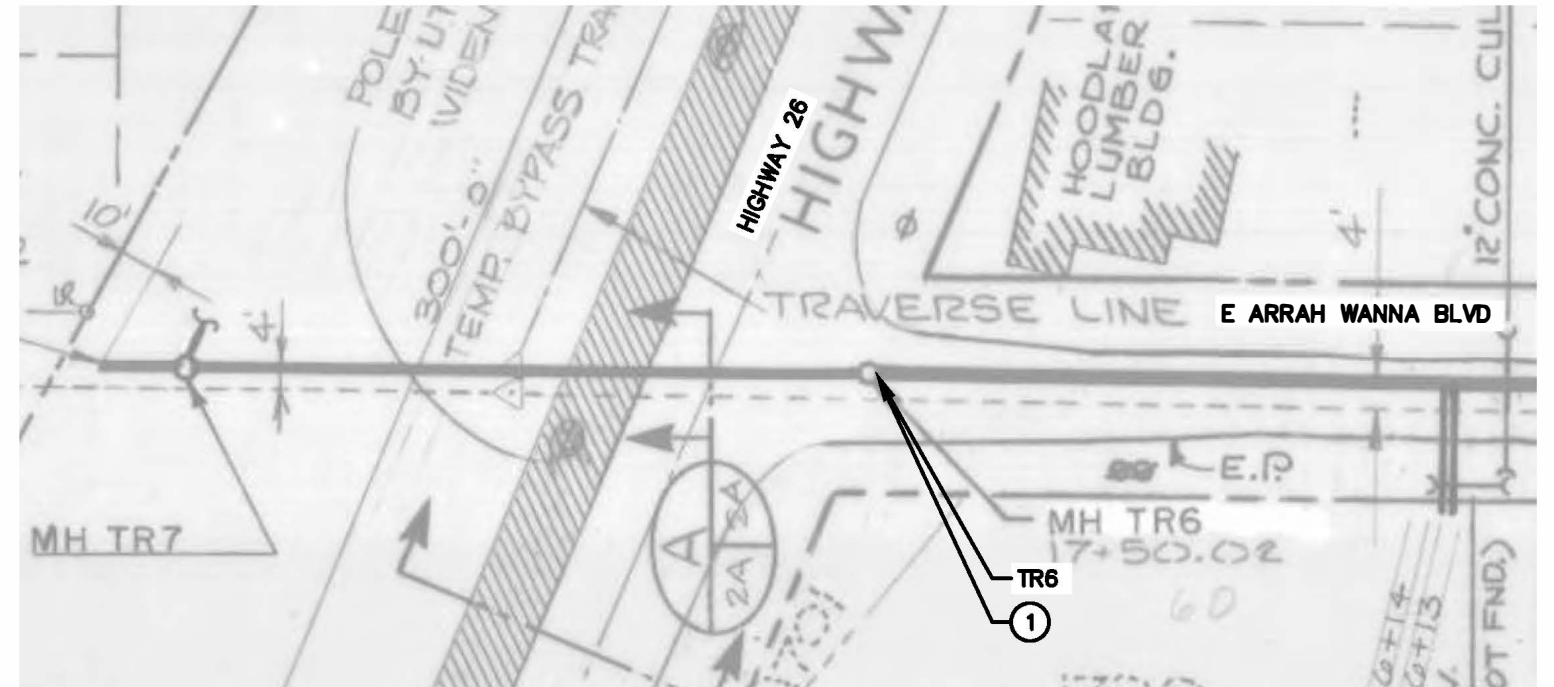
- ① REPLACE MANHOLE

**MANHOLE DATA**

ID NUMBER: TR6  
 REPAIR TYPE: REPLACE  
 DEPTH: 8.8 FEET



**ASBUILT DRAWING - PROFILE**



**ASBUILT DRAWING - PLAN**



**SATELLITE IMAGE**



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection - Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE TR6

DRAWING NO.

**C43**

SHEET NO.

**52 of 80**



**GENERAL NOTES**

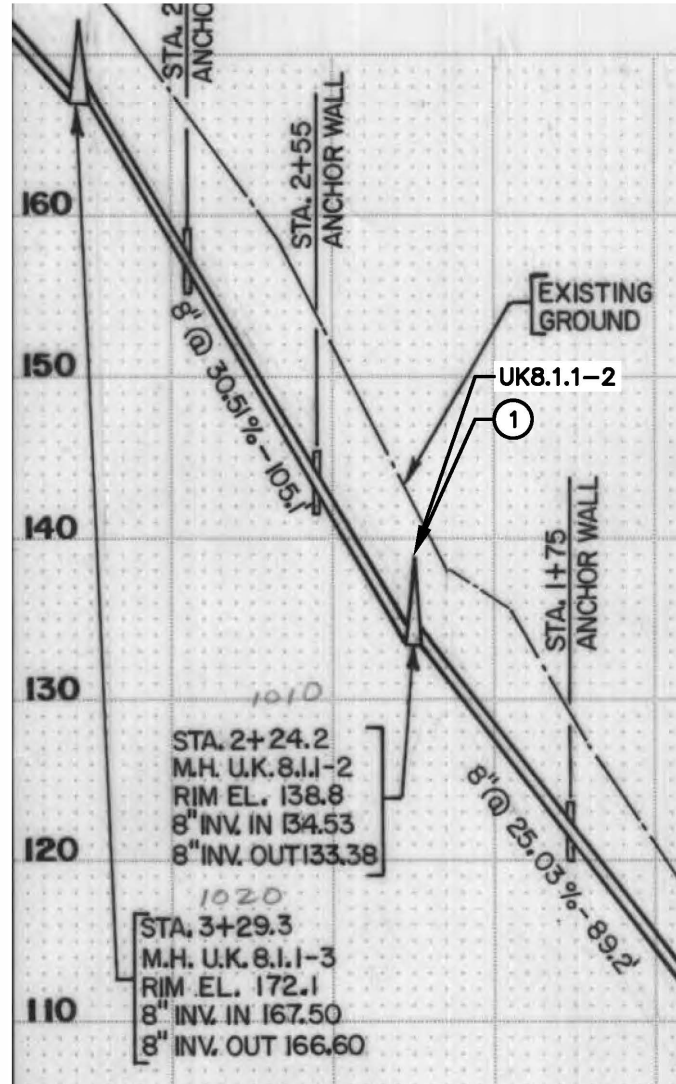
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCE
2. AERIAL OR SATELLITE IMAGES ARE FOR REFERENCE ONLY AND MAY NOT ACCURATELY REFLECT EXISTING CONDITIONS, INCLUDING THE LOCATION OF SEWER STRUCTURES AND PIPES.
3. CONTRACTOR TO RECONNECT ACTIVE SERVICE LATERALS ONLY. ABANDONED OR CAPPED LATERALS WILL NOT BE REINSTATED

**KEY NOTES**

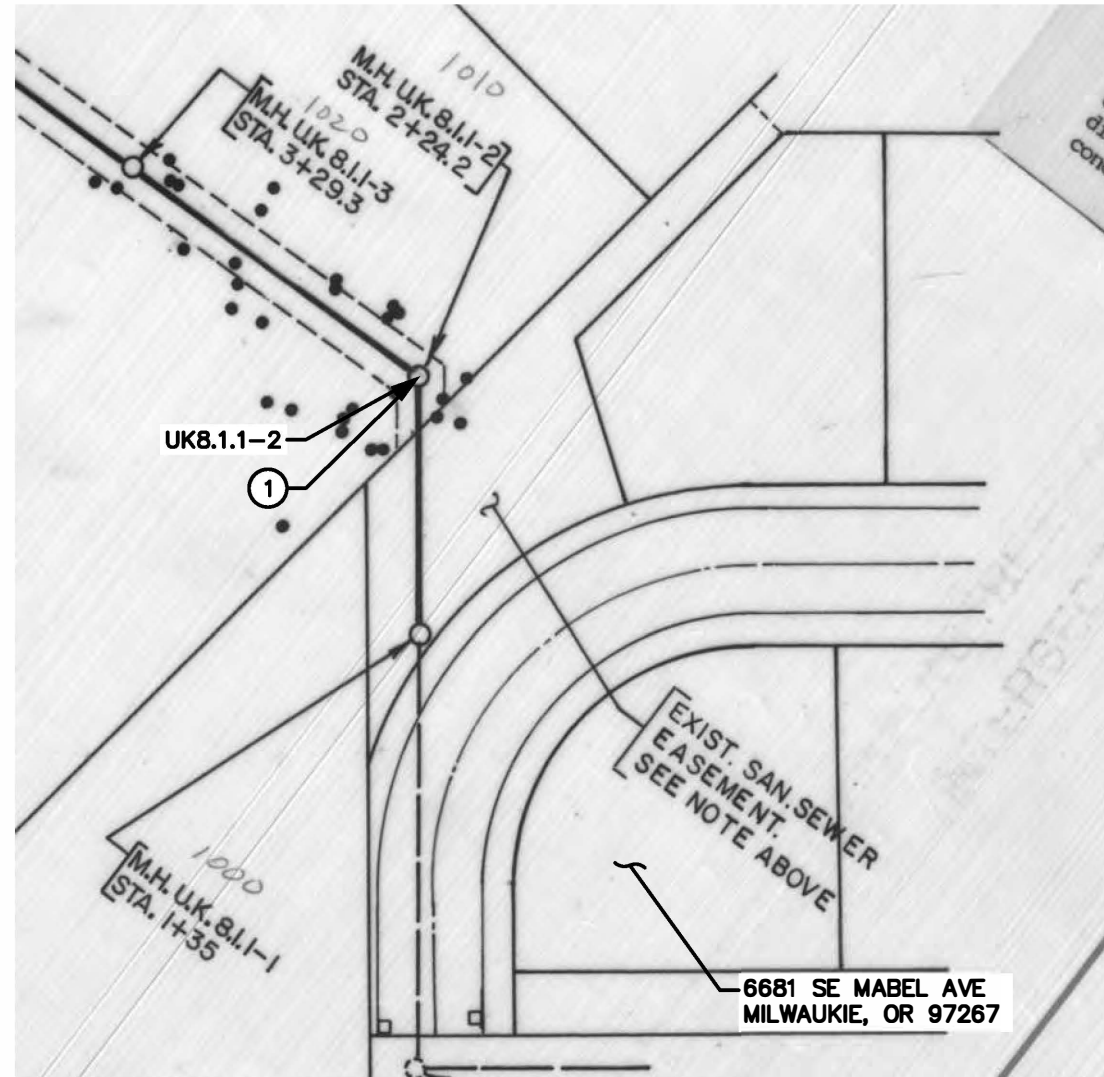
- ① GROUT MANHOLE

**MANHOLE DATA**

ID NUMBER: UK8.1.1-2  
 REPAIR TYPE: GROUT  
 DEPTH: 5.4 FEET



ASBUILT DRAWING -- PROFILE



ASBUILT DRAWING -- PLAN



SATELLITE IMAGE



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection - Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

MANHOLE UK8.1.1-2

DRAWING NO.  
C44

SHEET NO.  
53 of 80





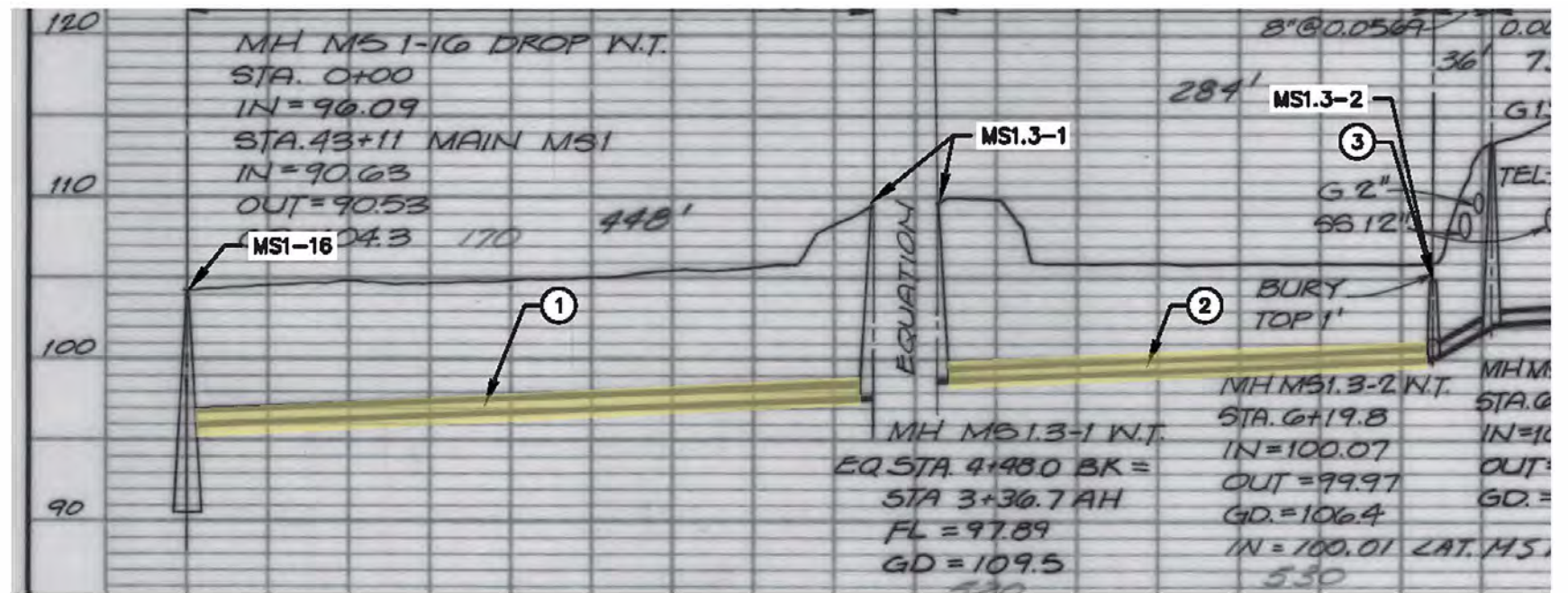
**SE WEBSTER RD - SATELLITE IMAGE**

**GENERAL NOTES**

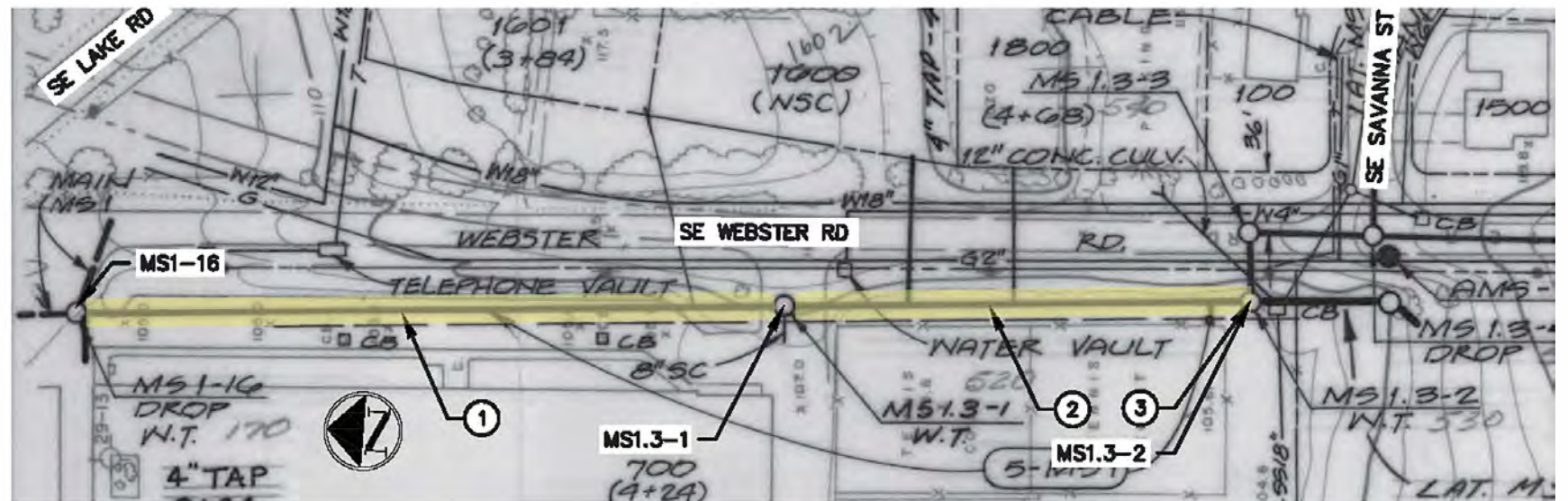
1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
2. ALL LATERAL CONNECTIONS TO BE FIELD VERIFIED AND LOCATED.
3. SATELLITE IMAGES ARE FOR REFERENCE ONLY AND MAY NOT ACCURATELY REFLECT EXISTING CONDITIONS, INCLUDING THE LOCATION OF SEWER STRUCTURES, PIPES AND LATERAL CONNECTIONS.
4. CONTRACTOR TO REINSTATE ACTIVE SERVICE LATERALS ONLY. ABANDONED OR CAPPED LATERALS WILL NOT BE REINSTATED.

**KEY NOTES**

- ① PIPE SEGMENT 1. HIGHLIGHTED SECTION OF PIPE TO BE LINED. GROUT ALL REINSTATED LATERAL CONNECTION ALONG LINED SECTION.
- ② PIPE SEGMENT 2. HIGHLIGHTED SECTION OF PIPE TO BE LINED. GROUT ALL REINSTATED LATERAL CONNECTION ALONG LINED SECTION.
- ③ MANHOLE IS LOCATED IN LANDSCAPED AREA OF THE SCHOOL AND IS BURIED. CONTRACTOR TO EXPOSE MANHOLE AND RE-BURY AFTER WORK IS COMPLETE.



**SE WEBSTER RD - PROFILE VIEW**



**SE WEBSTER RD - PLAN VIEW**

SEGMENT NUMBER	USMH	DSMH	US DEPTH	DS DEPTH	LENGTH	DIAM.
1	MS 1.3-1	MS 1-16	11.6 Ft	13.8 Ft	440 FT	8 IN
2	MS 1.3-2	MS 1.3-1	6.4 Ft	11.6 Ft	283 FT	8 IN

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



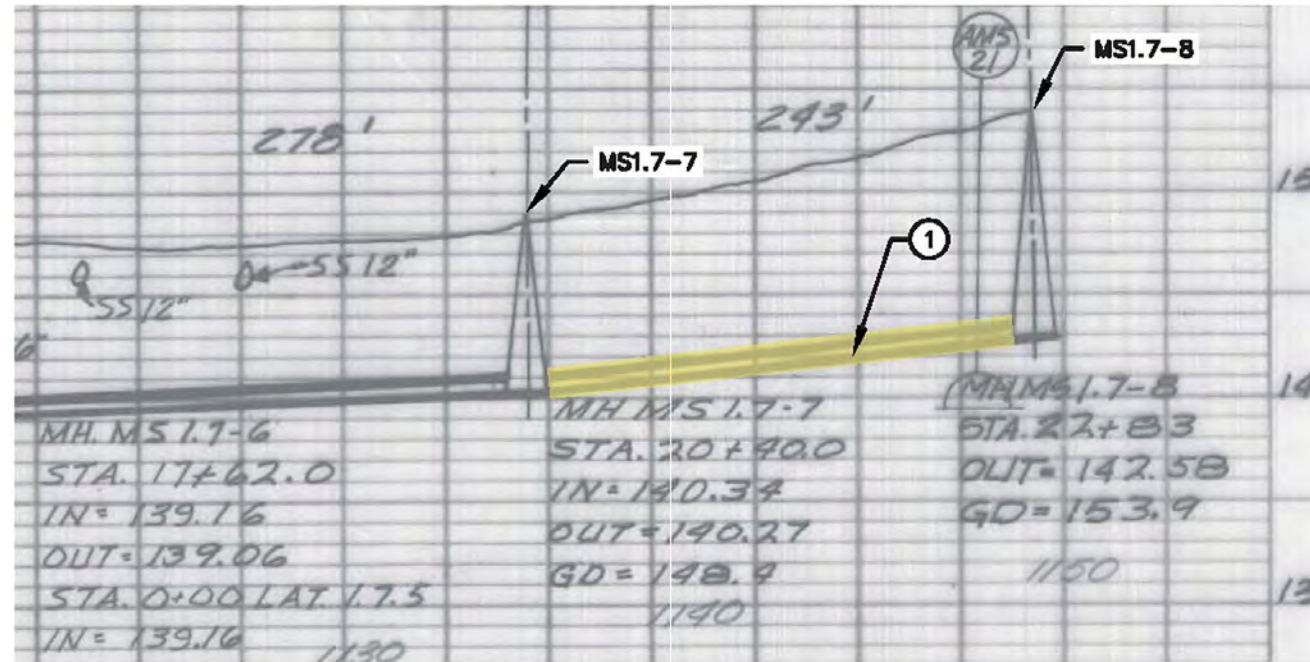
19/20 COLLECTION SYSTEM REHAB PROJECT  
MS 1-16 to MS 1.3-1 to MS 1.3-2

DRAWING NO.  
C45  
SHEET NO.  
54 of 80





SE CAROL AVE - SATELLITE VIEW



SE CAROL AVE - PROFILE VIEW

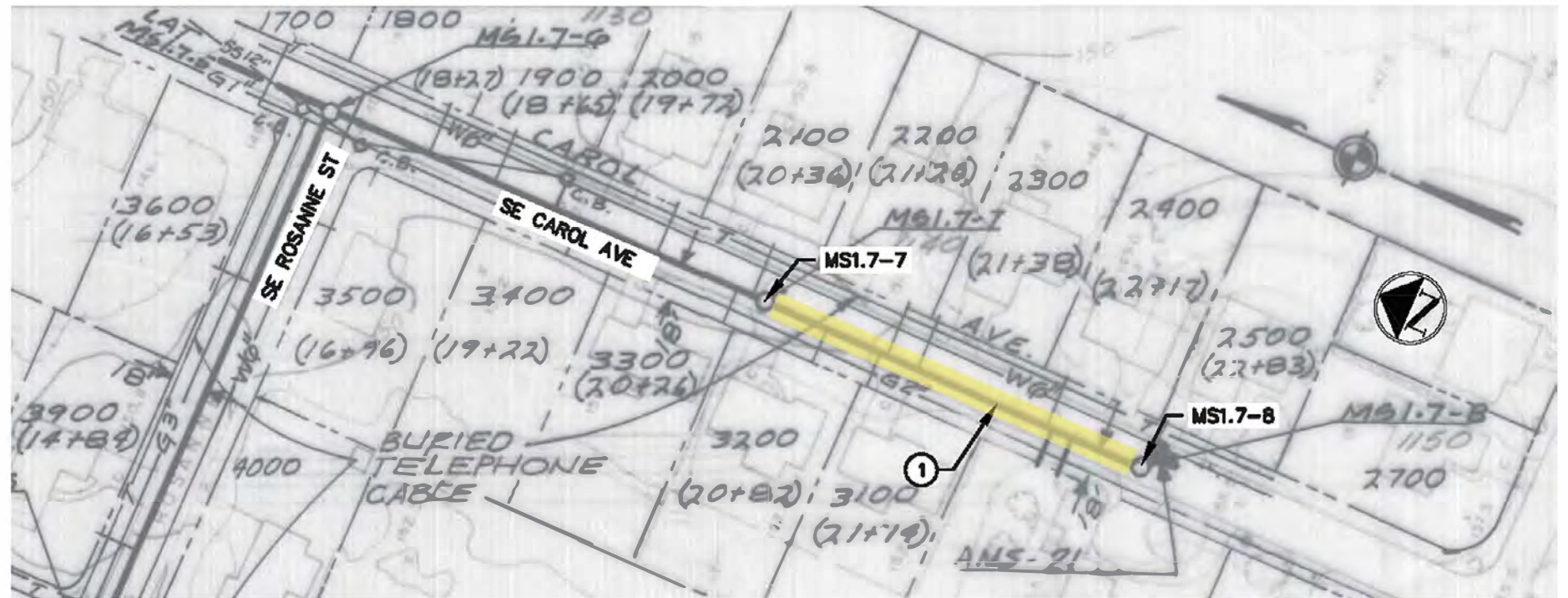
**GENERAL NOTES**

1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
2. ALL LATERAL CONNECTIONS TO BE FIELD VERIFIED AND LOCATED.
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**KEY NOTES**

- ① PIPE SEGMENT 1. HIGHLIGHTED SECTION OF PIPE TO BE LINED. GROUT ALL REINSTATED LATERAL CONNECTION ALONG LINED SECTION.

SEGMENT NUMBER	USMH	DSMH	US DEPTH	DS DEPTH	LENGTH	DAIM.
1	MS 1.7-8	MS 1.7-7	11.3 Ft	8.1 Ft	243 Ft	8 IN



SE CAROL AVE - PLAN VIEW

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	


**WATER ENVIRONMENT SERVICES**  
Water Quality Protection • Surface Water Management  
Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

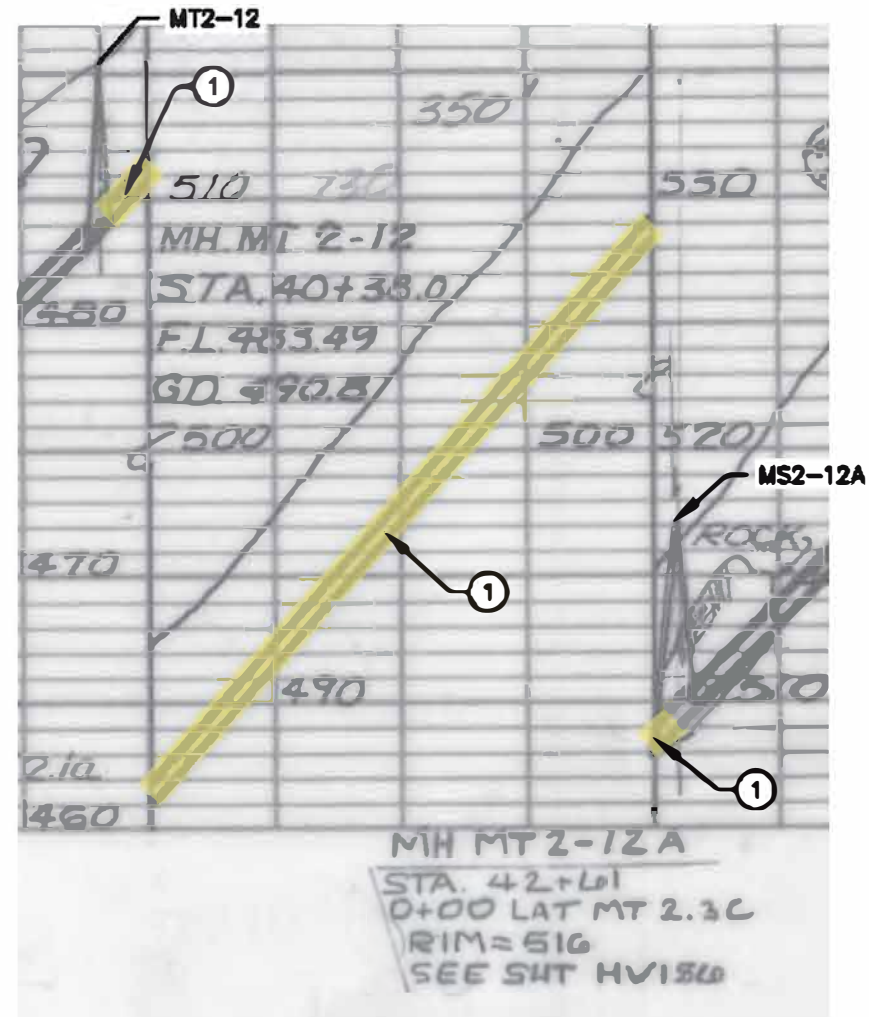
MH MS 1.7-7 TO MH MS 1.7-8

DRAWING NO. C46
SHEET NO. 55 of 80

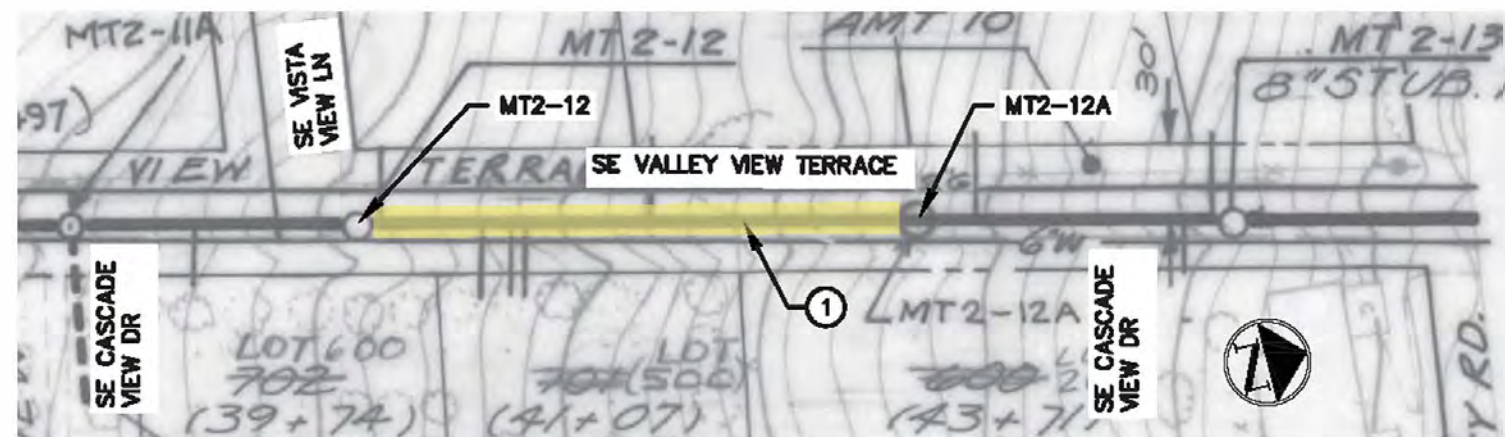




SE VALLEY VIEW TERRACE - SATELLITE IMAGE



SE VALLEY VIEW TERRACE - PROFILE VIEW



SE VALLEY VIEW TERRACE - PLAN VIEW

**GENERAL NOTES**

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4. CONTRACTOR TO REINSTATE ACTIVE SERVICE LATERALS ONLY. ABANDONED OR CAPPED LATERALS WILL NOT BE REINSTATED.

**KEY NOTES**

- ① PIPE SEGMENT 1. HIGHLIGHTED SECTION OF PIPE TO BE LINED. GROUT ALL REINSTATED LATERAL CONNECTION ALONG LINED SECTION.

SEGMENT NUMBER	USMH	DSMH	US DEPTH	'DS DEPTH	LENGTH	DAIM
1	MT 2-12A	MT 2-12	7.7 Ft	7.3 Ft	223 Ft	8 IN

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



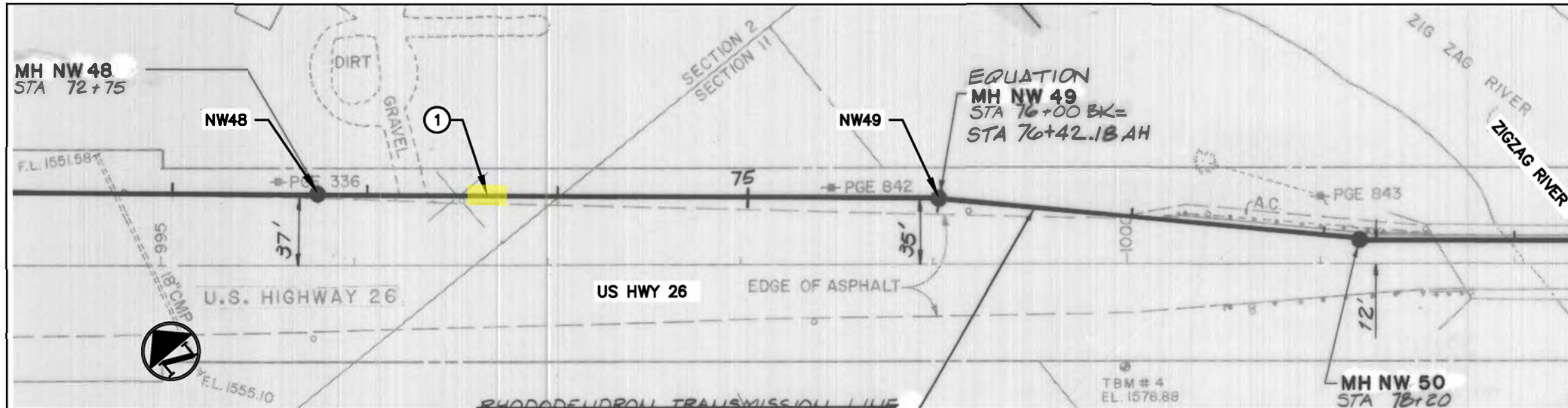
19/20 COLLECTION SYSTEM REHAB PROJECT

MH MT 2-12A TO MH MT 2-12

DRAWING NO.  
C47

SHEET NO.  
56 of 80





SE HIGHWAY 26 – PLAN VIEW

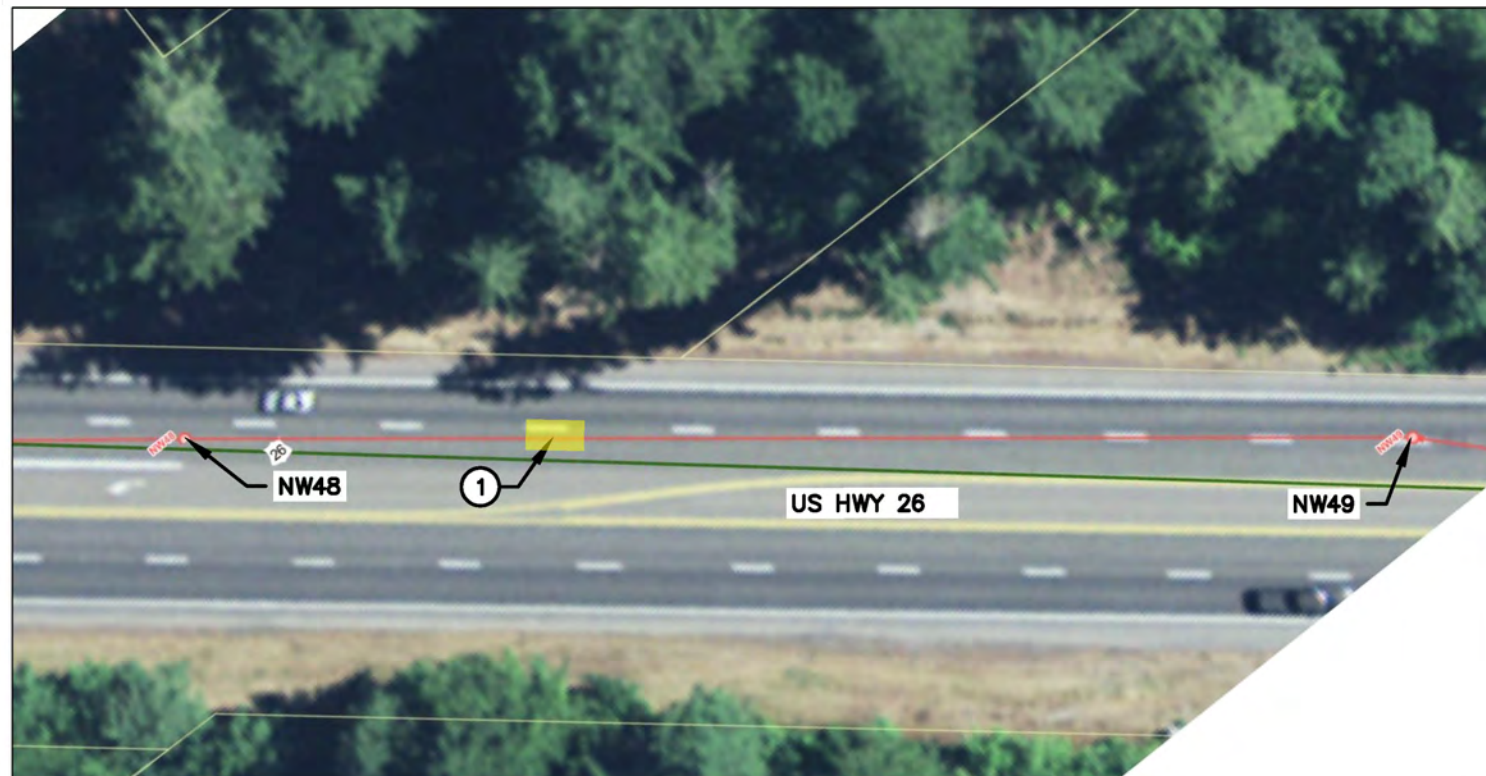
**GENERAL NOTES**

1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
2. ALL LATERAL CONNECTIONS TO BE FIELD VERIFIED AND LOCATED.
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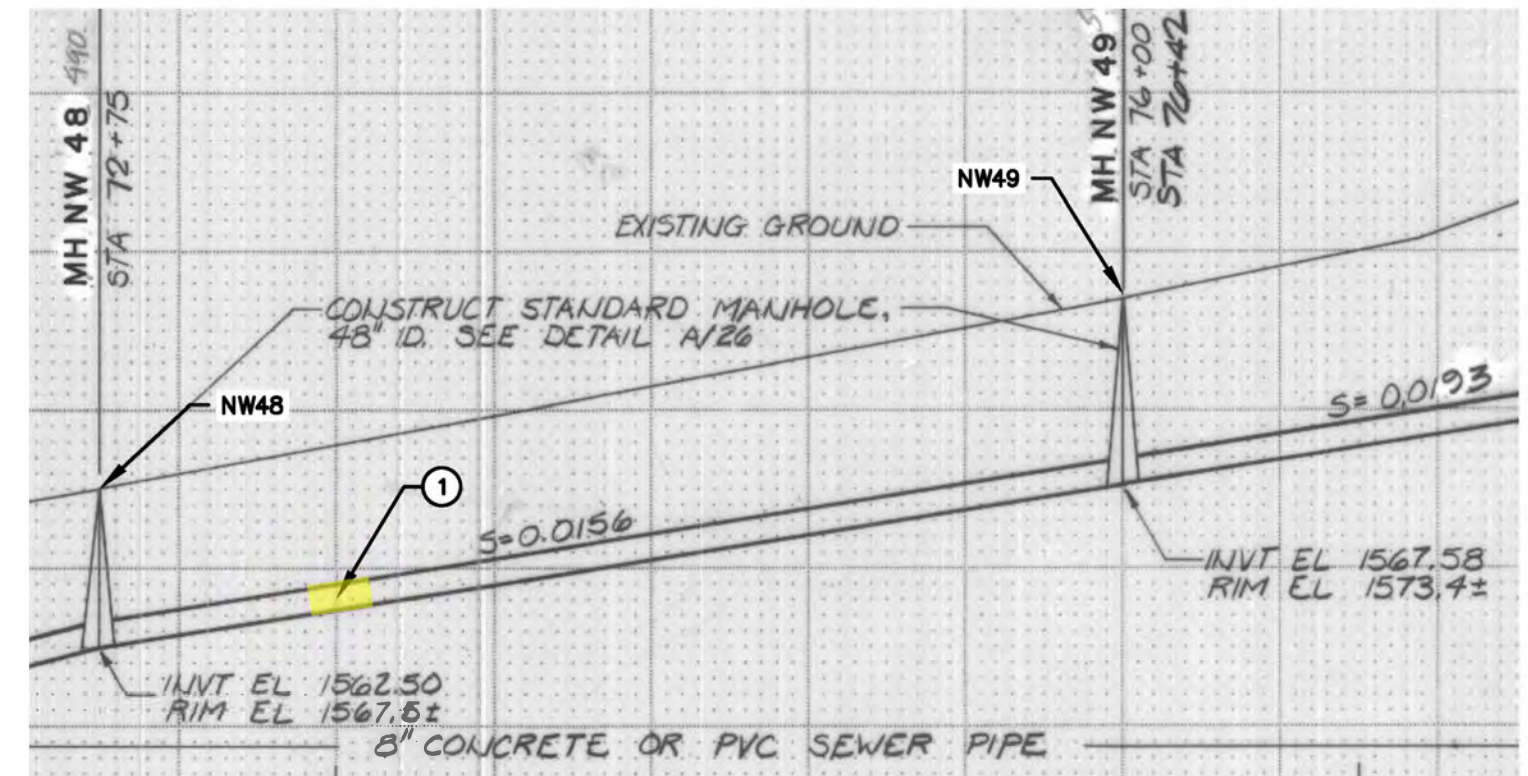
**KEY NOTES**

- ① PIPE SEGMENT 1. COMPLETE POINT REPAIR APPROXIMATELY 89 FEET UPSTREAM OF MANHOLE NW48. MANHOLE NW48 IS LOCATED APPROXIMATELY 350 FEET SOUTHEAST OF THE INTERSECTION OF SILL CREEK RD & HWY 26.

SEGMENT NUMBER	USMH	DSMH	US DEPTH	DS DEPTH	LENGTH	DIAM.
1	MH NW49	MH NW48	5.8 Ft	5.0 Ft	POINT REPAIR	8 IN



US HIGHWAY 26 – SATELLITE IMAGE



US HIGHWAY 26 – PLAN VIEW

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



19/20 COLLECTION SYSTEM REHAB PROJECT

MH NW49 to MH NW48

DRAWING NO.  
C48

SHEET NO.  
57 of 80

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NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



19/20 COLLECTION SYSTEM REHAB PROJECT
NO WORK

DRAWING NO. <b>C49</b>
SHEET NO. <b>58 of 80</b>



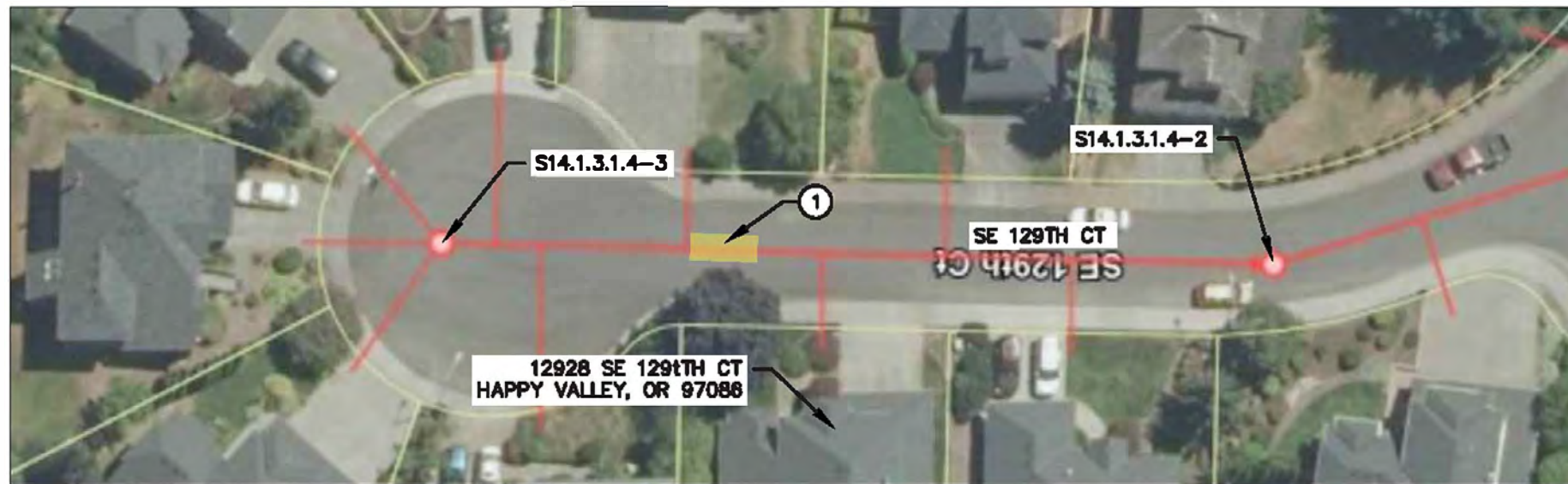
**GENERAL NOTES.**

1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
2. ALL LATERAL CONNECTIONS TO BE FIELD VERIFIED AND LOCATED.
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4. CONTRACTOR TO REINSTATE ACTIVE SERVICE LATERALS ONLY. ABANDONED OR CAPPED LATERALS WILL NOT BE REINSTATED.

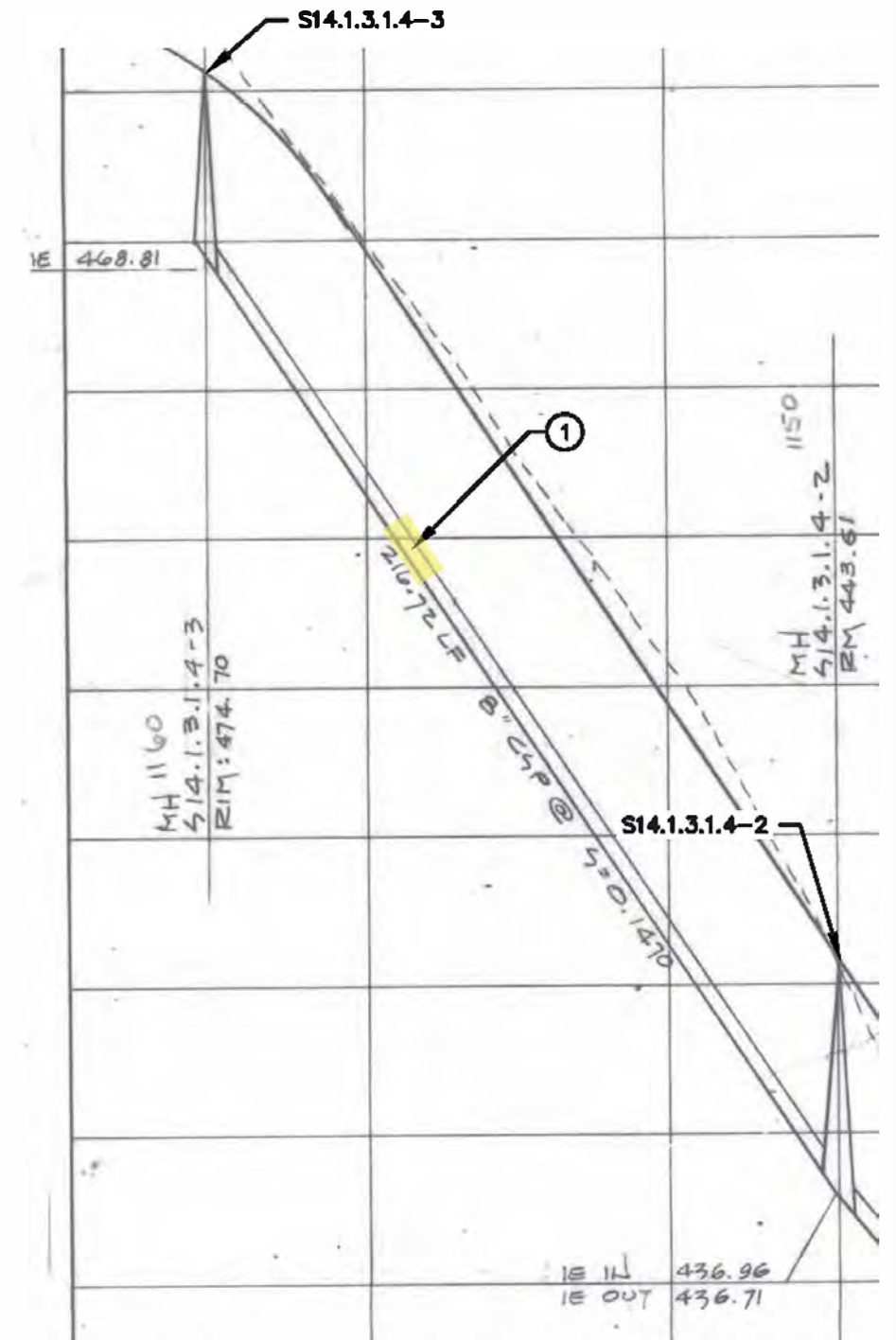
**KEY NOTES.**

- ① PIPE SEGMENT 1. INSTALL SHORT LINER APPROXIMATELY 71 FEET DOWNSTREAM OF MAINTENANCE HOLE S14.13.1.4-3.

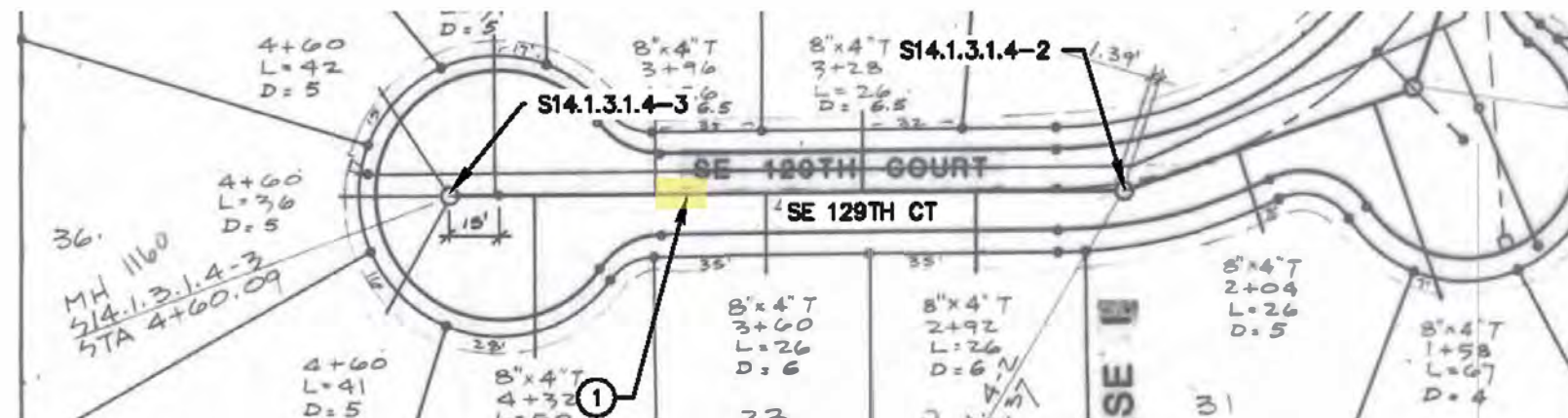
SEGMENT NUMBER	USMH	DSMH	US DEPTH	DS DEPTH	LENGTH	DIAM.
1	S14.13.1.4-3	S14.13.1.4-2	5.9 Ft	6.9 Ft	????	8 IN



**SE 129TH CT - SATELLITE IMAGE.**



**SE 129TH CT - PROFILE VIEW**



**SE 129TH CT - PLAN VIEW**



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



19/20 COLLECTION SYSTEM REHAB PROJECT

MH S14.13.1.4-3 TO MH S14.13.1.4-2

DRAWING NO.  
C50

SHEET NO.  
59 of 80



**GENERAL NOTES**

1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
2. ALL LATERAL CONNECTIONS TO BE FIELD VERIFIED AND LOCATED.
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4. CONTRACTOR TO REINSTATE ACTIVE SERVICE LATERALS ONLY. ABANDONED OR CAPPED LATERALS WILL NOT BE REINSTATED.

**KEY NOTES**

- ① PIPE SEGMENT 1. GROUT SERVICE LATERAL.

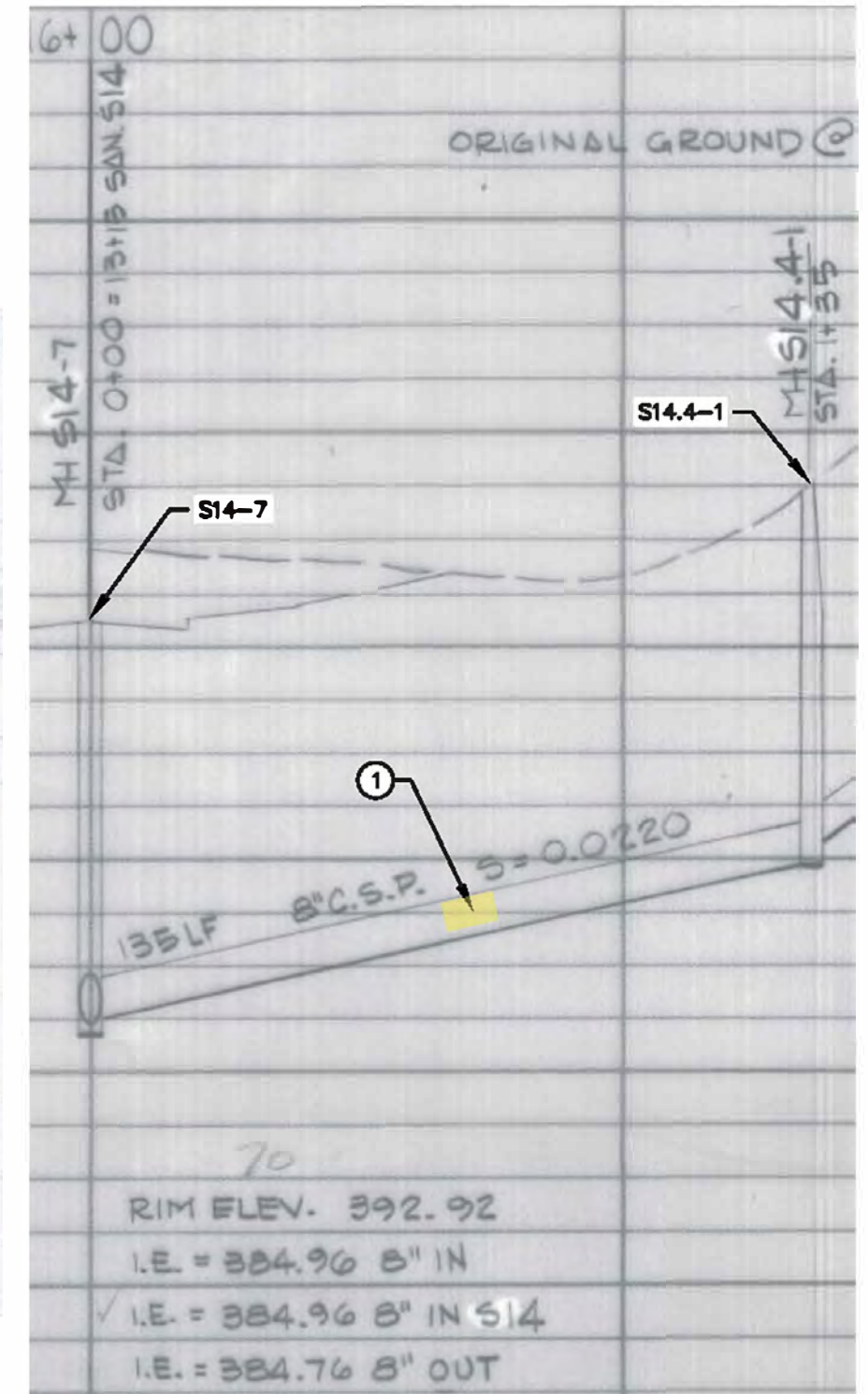
SEGMENT NUMBER	USMH	DSMH	US DEPTH	DS DEPTH	LENGTH	DIAM.
1	S14.4-1	S14-7	8.1 Ft	8.0 Ft	SERVICE LATERAL	8 IN



**S14.4 LATERAL - SATELLITE IMAGE**



**S14.4 LATERAL - PLAN VIEW**



**S14.4 LATERAL - PROFILE VIEW**



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



19/20 COLLECTION SYSTEM REHAB PROJECT

S14.4-1 TO S14-7

DRAWING NO.  
C51

SHEET NO.  
60 of 80



**GENERAL NOTES**

1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
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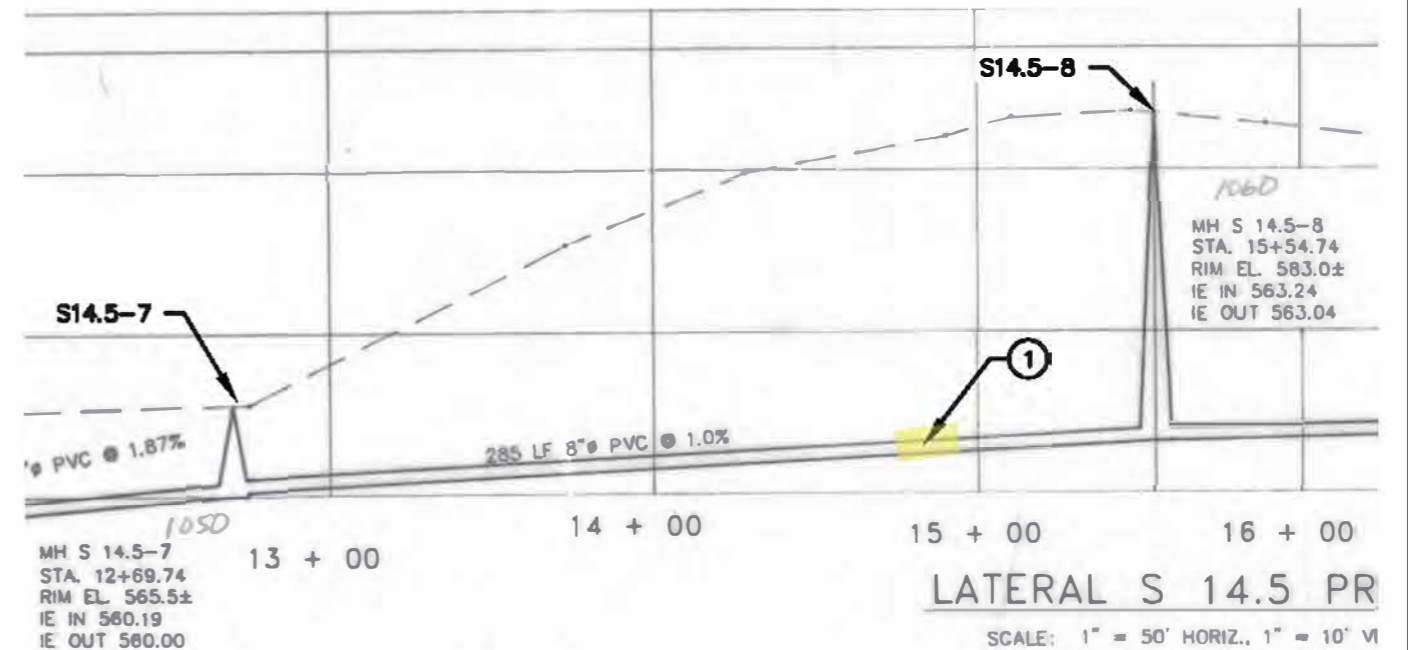
**KEY NOTES**

- ① PIPE SEGMENT 1. COMPLETE POINT REPAIR AT LATERAL, APPROXIMATELY 28 FEET DOWNSTREAM OF MANHOLE S 14.5-8

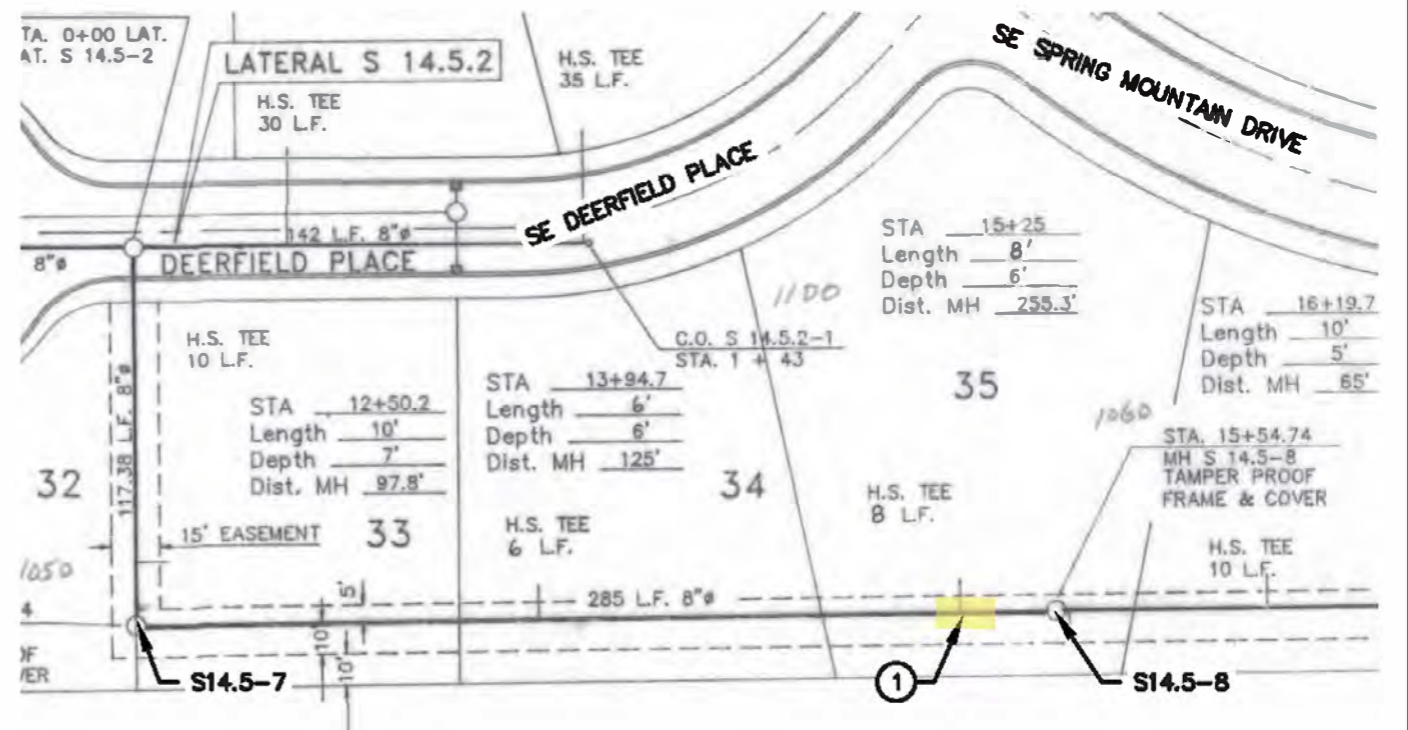
SEGMENT NUMBER	USMH	DSMH	US DEPTH	DS DEPTH	LENGTH	DIAM.
1	S 14.5-8	S 14.5-7	20.0 Ft	5.3 Ft	POINT REPAIR	8 IN



**SPRING MOUNTAIN DR & DEERFIELD PL - SATELLITE IMAGE**



**SPRING MOUNTAIN DR & DEERFIELD PL - PROFILE VIEW**



**SPRING MOUNTAIN DR & DEERFIELD PL - PLAN VIEW**



NO.	DATE	BY	REVISIONS

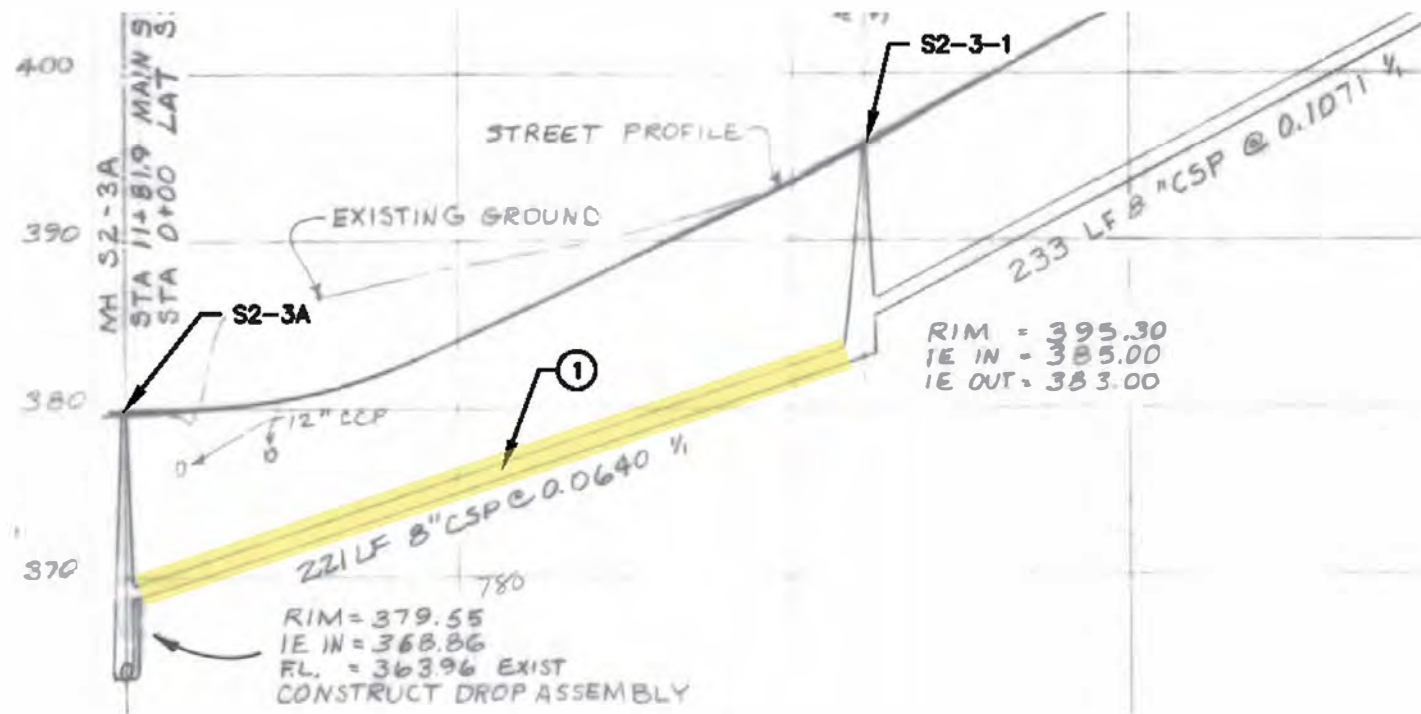
DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO.: P632280	

**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT  
 MH S14.5-8 to MH S14.5-7

DRAWING NO.  
C52  
 SHEET NO.  
61 of 80





SE QUIETWOODS ST - PLAN VIEW

**GENERAL NOTES**

1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
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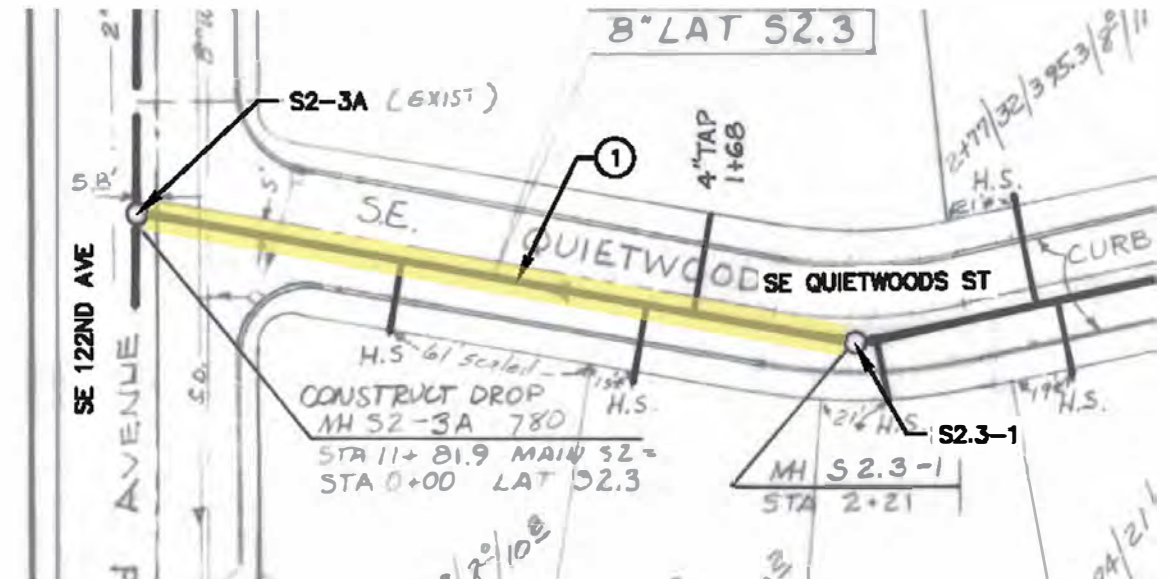
**KEY NOTES**

- ① PIPE SEGMENT 1. HIGHLIGHTED SECTION OF PIPE TO BE LINED. GROUT ALL REINSTATED LATERAL CONNECTIONS ALONG LINED SECTION.

SEGMENT NUMBER	USMH	DSMH	US DEPTH	DS DEPTH	LENGTH	DIAM.
1	MH S2.3-1	MS S2-3A	12.3 Ft	15.6 Ft	221 Ft	8 IN



SE QUIETWOODS ST - SATELLITE IMAGE



SE QUIETWOODS ST - PROFILE VIEW



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



19/20 COLLECTION SYSTEM REHAB PROJECT

MH S2-3A to MH S2.3-1

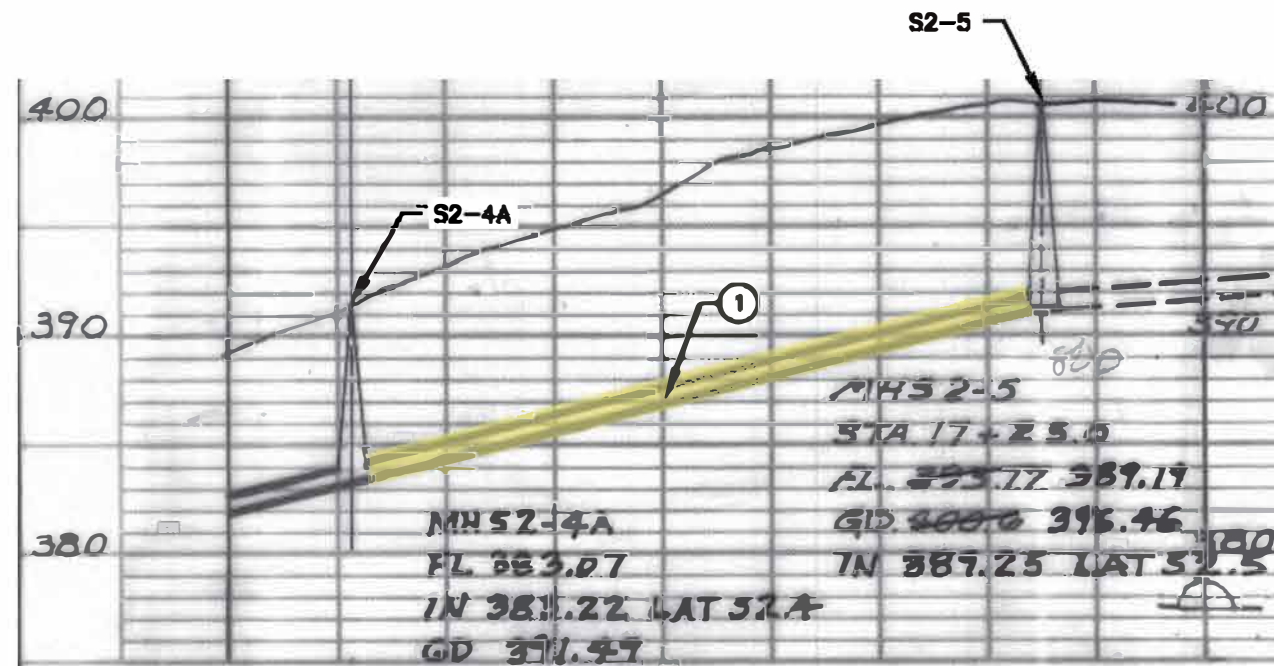
DRAWING NO.  
C53

SHEET NO.  
62 of 80

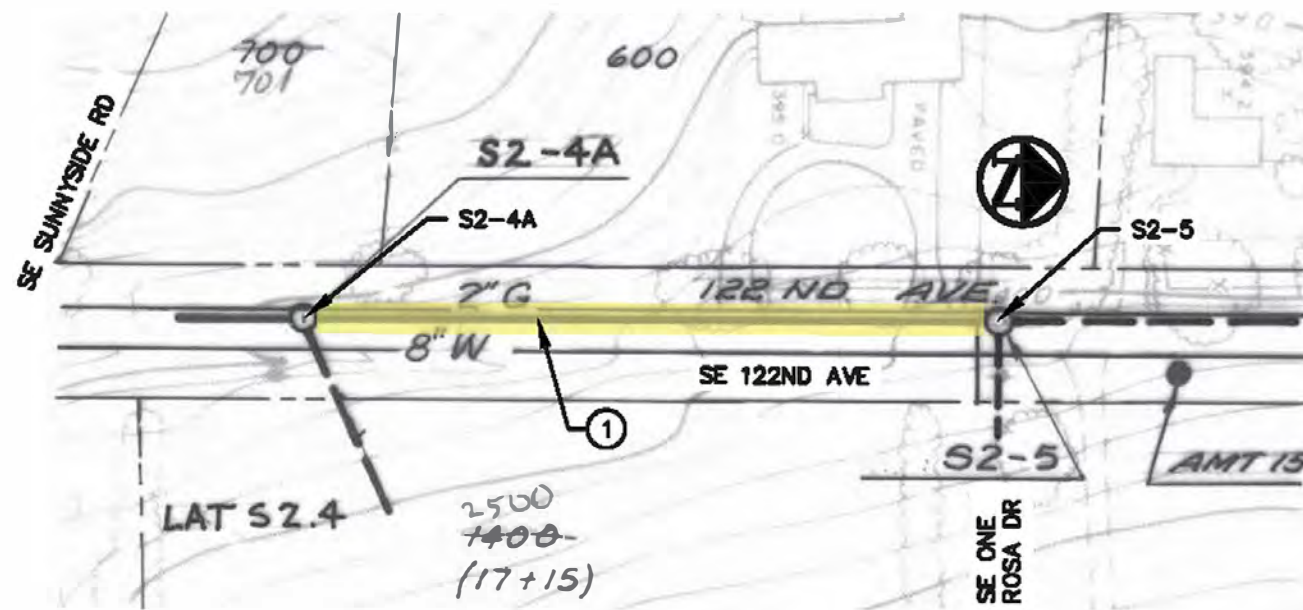




SE 122ND AVE - SATELLITE IMAGE



SE 122ND AVE - PROFILE VIEW



SE 122ND AVE - PLAN VIEW

**GENERAL NOTES**

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**KEY NOTES**

- ① PIPE SEGMENT 1. HIGHLIGHTED SECTION OF PIPE TO BE LINED. GROUT ALL REINSTATED LATERAL CONNECTION ALONG LINED SECTION.

SEGMENT NUMBER	USMH	DSMH	US DEPTH	DS DEPTH	LENGTH	DIAM.
1	MH S2-5	MS S-4A	7.3 Ft	8.4 Ft	430 Ft	8 IN

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



19/20 COLLECTION SYSTEM REHAB PROJECT

MH S2-4A to MH S2-5

DRAWING NO.  
C54

SHEET NO.  
63 of 80

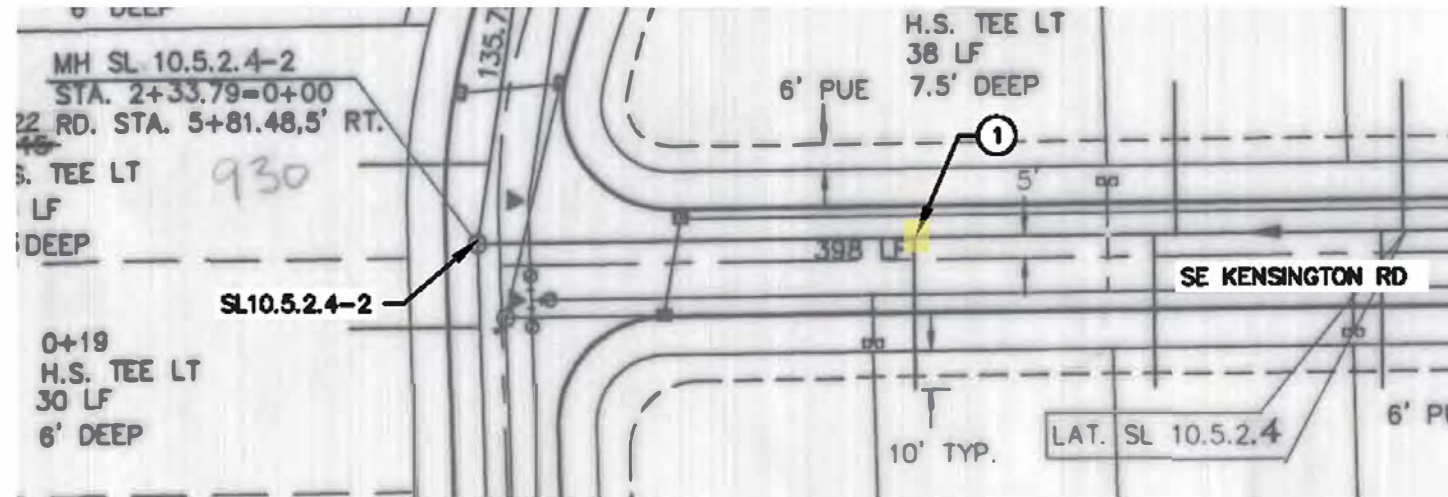


**GENERAL NOTES**

1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
2. ALL LATERAL CONNECTIONS TO BE FIELD VERIFIED AND LOCATED.
3. SATELLITE IMAGES ARE FOR REFERENCE ONLY AND MAY NOT ACCURATELY REFLECT EXISTING CONDITIONS, INCLUDING THE LOCATION OF SEWER STRUCTURES, PIPES AND LATERAL CONNECTIONS.
4. CONTRACTOR TO REINSTATE ACTIVE SERVICE LATERALS ONLY. ABANDONED OR CAPPED LATERALS WILL NOT BE REINSTATED.

**KEY NOTES**

- ① PIPE SEGMENT 1. GROUT SERVICE LATERAL. LATERAL LOCATED APPROXIMATELY 100' UPSTREAM OF MANHOLE SL10.5.2.4-2 @ 3 O'CLOCK

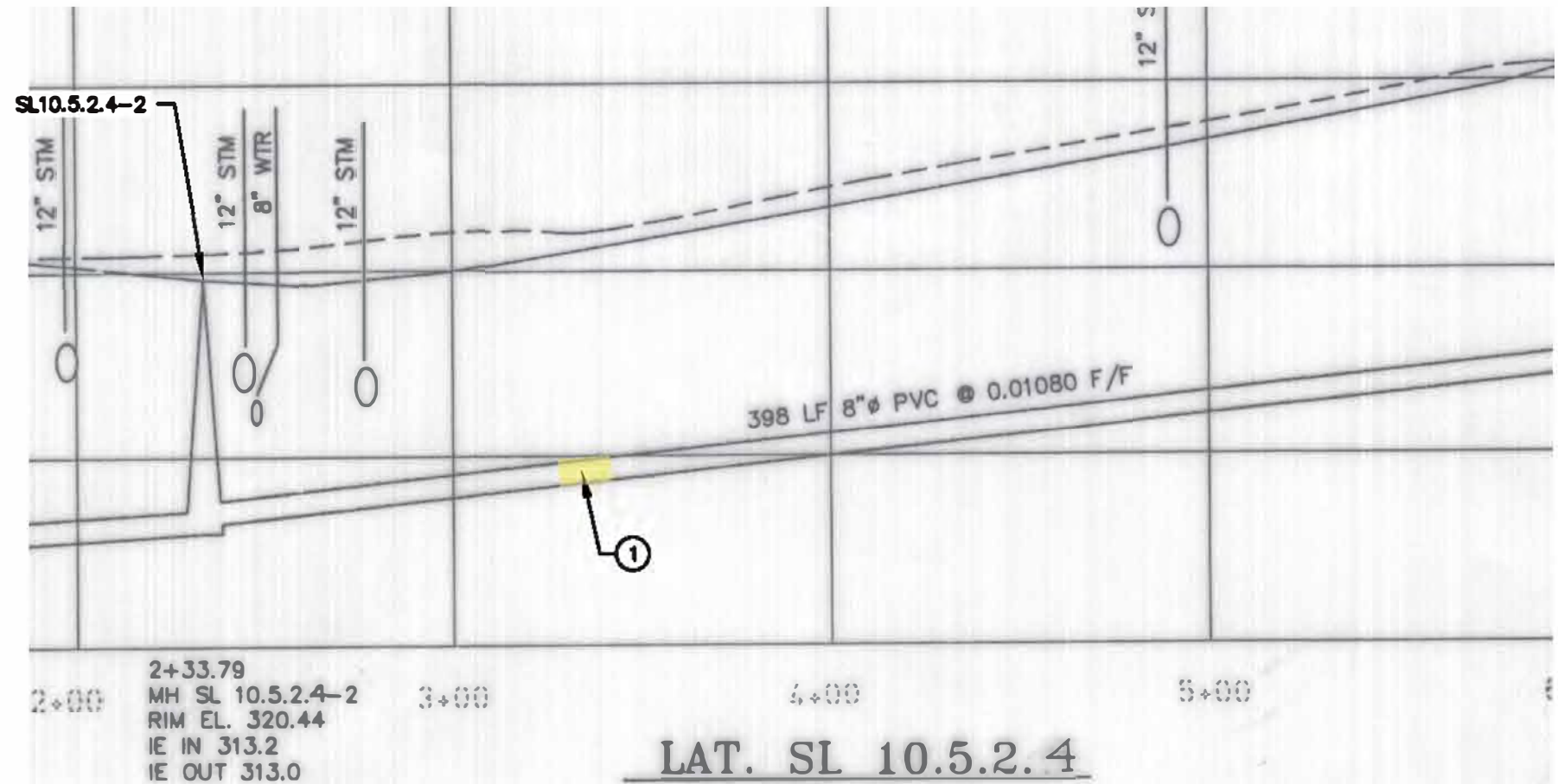


**SE KENSINGTON RD - PLAN VIEW**

SEGMENT NUMBER	USMH	DSMH	US DEPTH	DS DEPTH	LENGTH	DIAM.
1	MH SL 10.5.2.4-3	MH SL 10.5.2.4-2	8.2 Ft	7.2 Ft	SERVICE LATERAL	8 IN



**SE KENSINGTON RD - SATELLITE IMAGE**



**SE KENSINGTON RD - PROFILE VIEW**



NO.	DATE	BY	REVISIONS

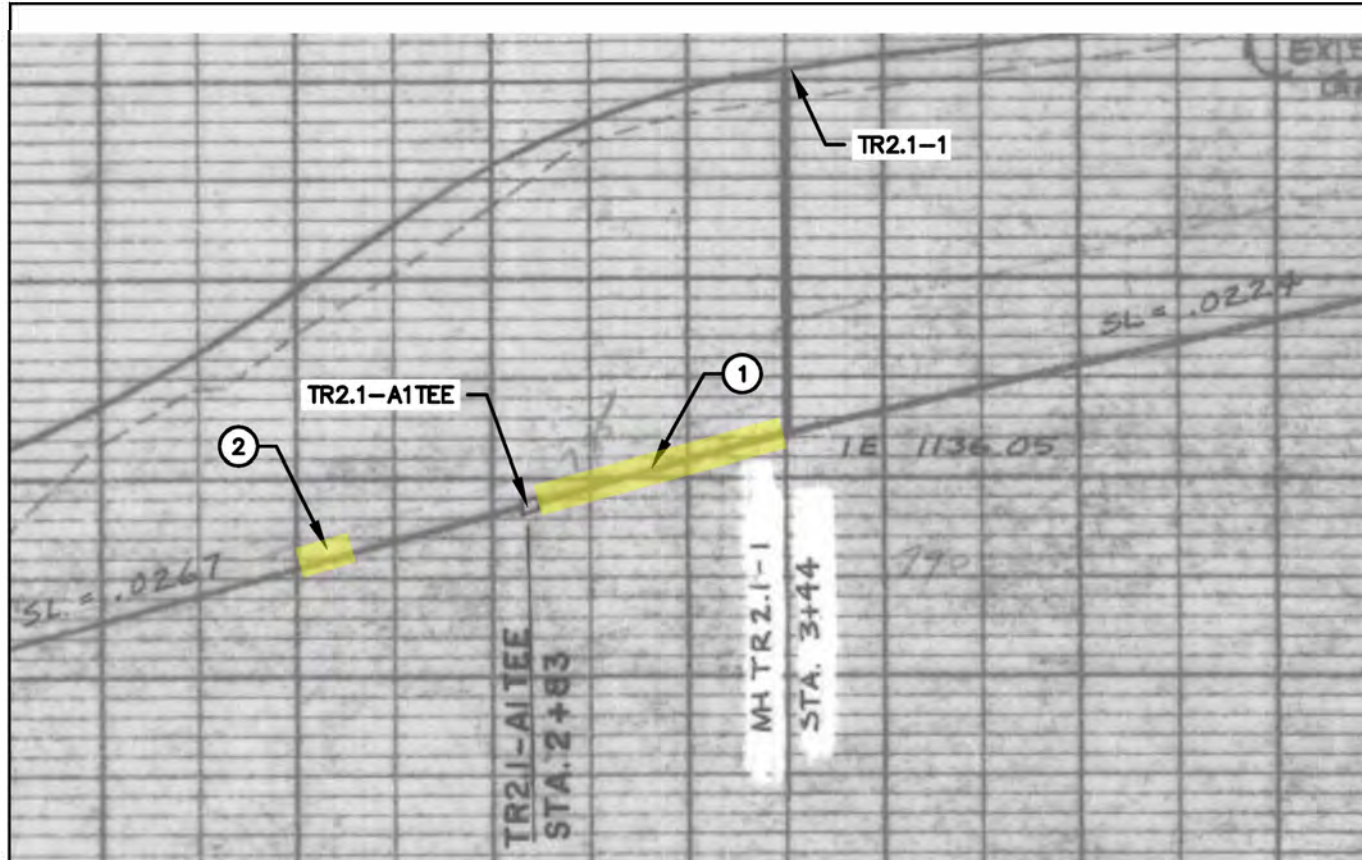
DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



19/20 COLLECTION SYSTEM REHAB PROJECT  
MH SL10.5.2.4-3 to MH SL10.5.2.4-2

DRAWING NO.  
C55  
SHEET NO.  
64 of 80

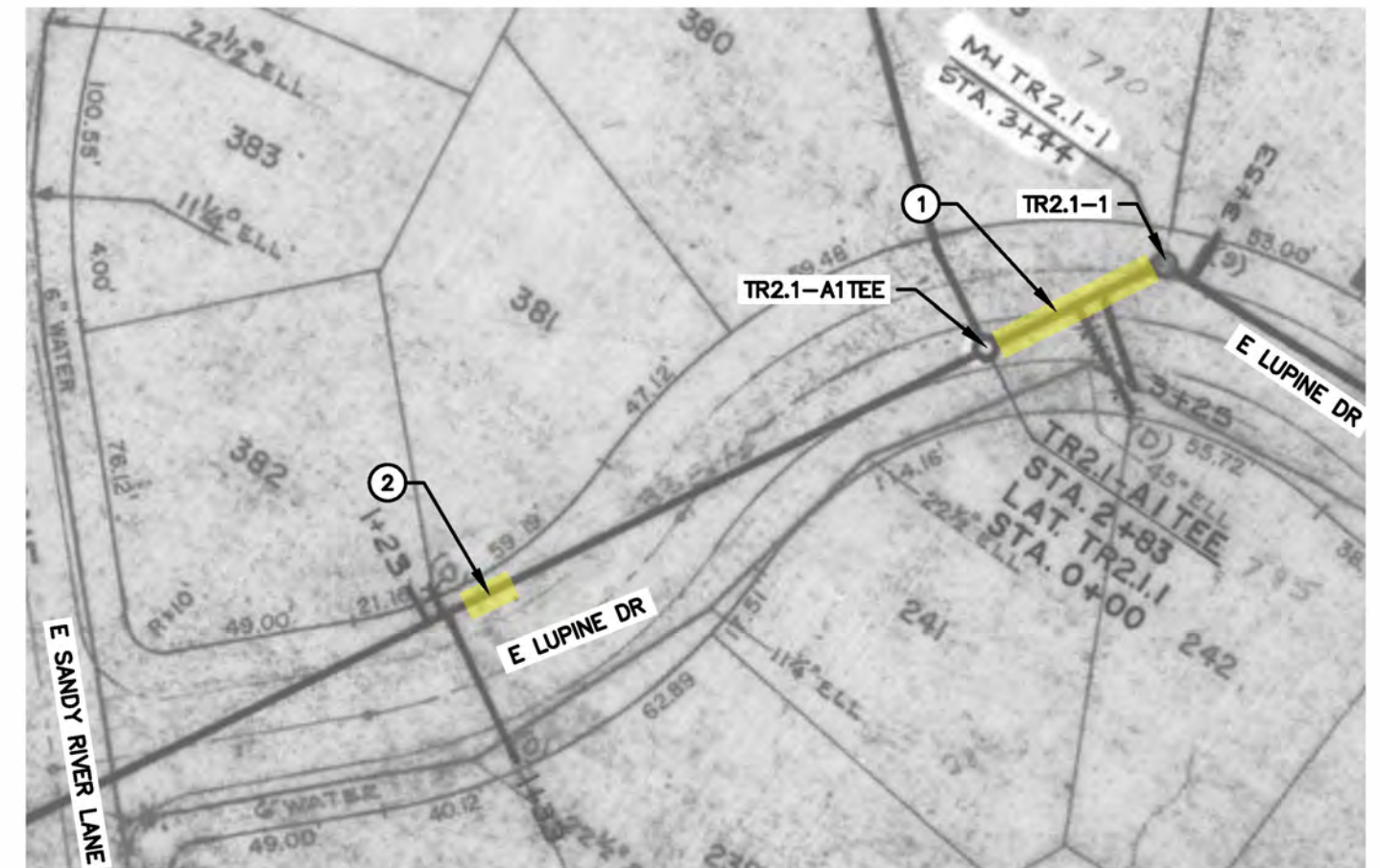




E LUPINE DR - PROFILE VIEW



E LUPINE DR - PLAN VIEW



E LUPINE DR - PLAN VIEW

**GENERAL NOTES**

1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
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3. SATELLITE IMAGES ARE FOR REFERENCE ONLY AND MAY NOT ACCURATELY REFLECT EXISTING CONDITIONS, INCLUDING THE LOCATION OF SEWER STRUCTURES, PIPES AND LATERAL CONNECTIONS.
4. CONTRACTOR TO REINSTATE ACTIVE SERVICE LATERALS ONLY. ABANDONED OR CAPPED LATERALS WILL NOT BE REINSTATED.

**KEY NOTES**

- ① PIPE SEGMENT 1. HIGHLIGHTED SECTION OF PIPE TO BE LINED. GROUT ALL REINSTATED LATERAL CONNECTIONS ALONG LINED SECTION.
- ② PIPE SEGMENT 2. POINT REPAIR APPROXIMATELY 159 FEET DOWNSTREAM OF TR2.1-A1TEE

SEGMENT NUMBER	USMH	DSMH	US DEPTH	DS DEPTH	LENGTH	DIAM.
1	TR2.1-1	TR2.1-A1TEE	10.0 Ft	11.5 Ft	61 FT	8 IN
2	TR2.1-A1TEE	TR2-2	11.5 Ft	8.0 Ft	POINT REPAIR	8 IN



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



19/20 COLLECTION SYSTEM REHAB PROJECT

TR2.1-1 to TR2.1-A1TEE to TR2-2

DRAWING NO.

C56

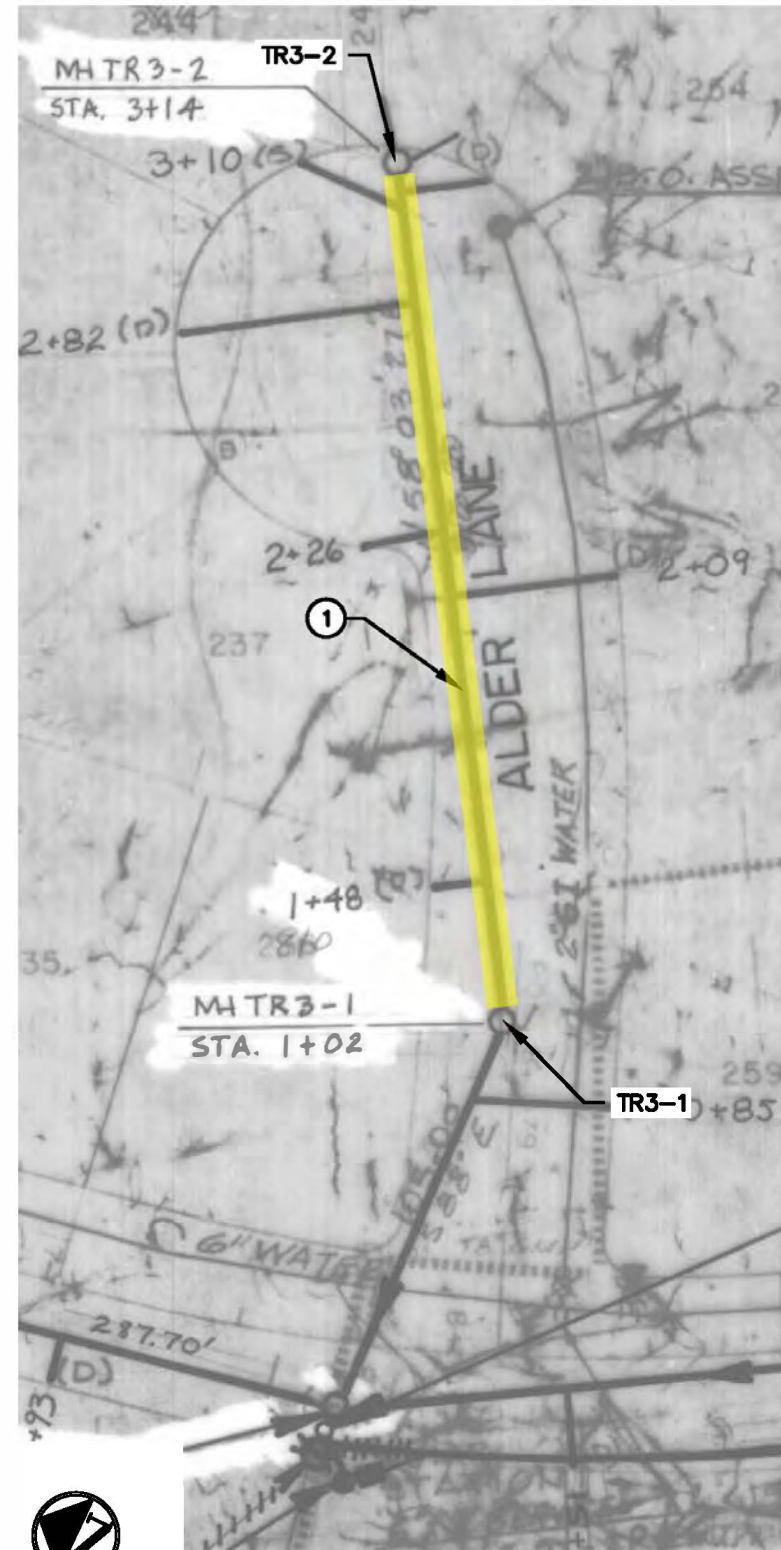
SHEET NO.

65 of 80

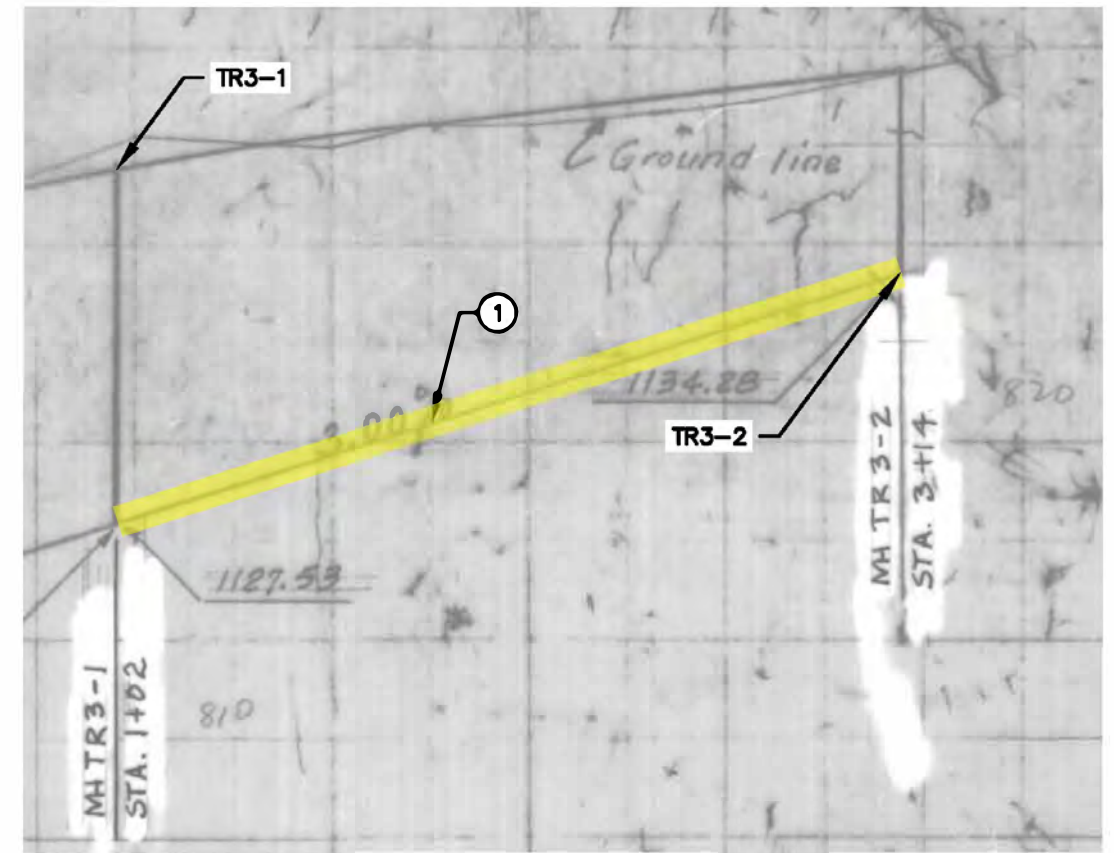




E ALDER LANE – SATELLITE IMAGE



E ALDER LANE – PLAN VIEW



E ALDER LANE – PROFILE VIEW

**GENERAL NOTES**

1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
2. ALL LATERAL CONNECTIONS TO BE FIELD VERIFIED AND LOCATED.
3. SATELLITE IMAGES ARE FOR REFERENCE ONLY AND MAY NOT ACCURATELY REFLECT EXISTING CONDITIONS, INCLUDING THE LOCATION OF SEWER STRUCTURES, PIPES AND LATERAL CONNECTIONS.
4. CONTRACTOR TO REINSTATE ACTIVE SERVICE LATERALS ONLY. ABANDONED OR CAPPED LATERALS WILL NOT BE REINSTATED.

**KEY NOTES**

- ① PIPE SEGMENT 1. HIGHLIGHTED SECTION OF PIPE TO BE LINED. GROUT ALL REINSTATED LATERAL CONNECTIONS ALONG LINED SECTION.

SEGMENT NUMBER	USMH	DSMH	US DEPTH	DS DEPTH	LENGTH	DIAM.
1	MH TR3-2	MH TR3-1	4.7 Ft	10.0 Ft	212	8 IN

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
Water Quality Protection • Surface Water Management  
Wastewater Collection and Treatment

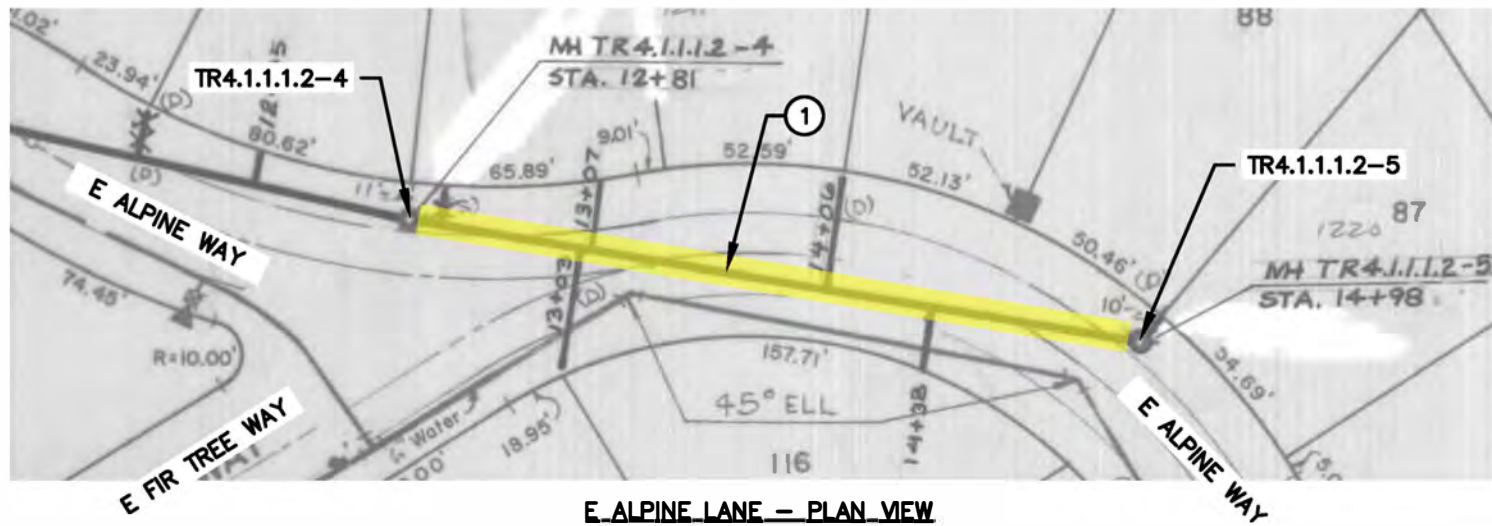
19/20 COLLECTION SYSTEM REHAB PROJECT

MH TR3-2 TO MH TR3-1

DRAWING NO.  
**C57**

SHEET NO.  
**66 of 80**





E ALPINE LANE - PLAN VIEW

**GENERAL NOTES**

1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
2. ALL LATERAL CONNECTIONS TO BE FIELD VERIFIED AND LOCATED.
3. SATELLITE IMAGES ARE FOR REFERENCE ONLY AND MAY NOT ACCURATELY REFLECT EXISTING CONDITIONS, INCLUDING THE LOCATION OF SEWER STRUCTURES, PIPES AND LATERAL CONNECTIONS.
4. CONTRACTOR TO REINSTATE ACTIVE SERVICE LATERALS ONLY. ABANDONED OR CAPPED LATERALS WILL NOT BE REINSTATED.

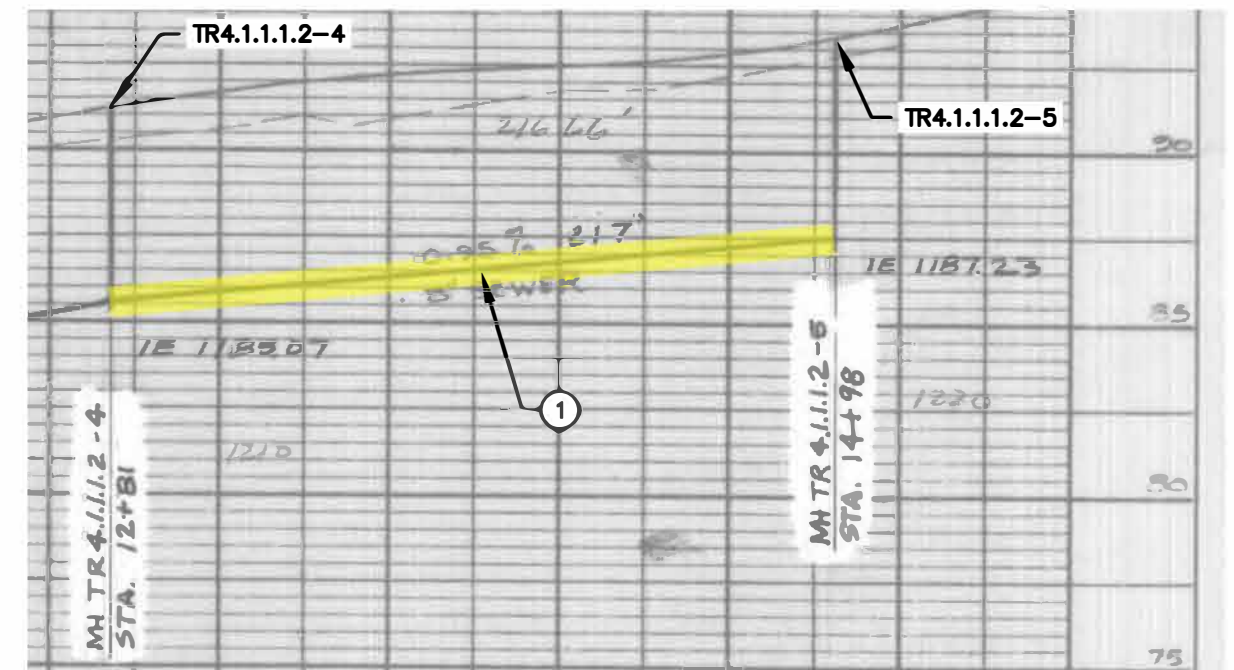
**KEY NOTES**

- ① PIPE SEGMENT 1. HIGHLIGHTED SECTION OF PIPE TO BE LINED. GROUT ALL REINSTATED LATERAL CONNECTIONS ALONG LINED SECTION.

SEGMENT NUMBER	USMH	DSMH	US DEPTH	DS DEPTH	LENGTH	DAIM.
1	TR4.1.1.1.2-5	TR4.1.1.1.2-4	6.0 Ft	6.0 Ft	216 Ft	8 IN



E ALPINE LANE - SATELLITE IMAGE



E ALPINE LANE - PROFILE VIEW



NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



19/20 COLLECTION SYSTEM REHAB PROJECT

MH TR4.1.1.1.2-5 TO MH TR4.1.1.1.2-4

DRAWING NO.  
C58

SHEET NO.  
67 of 80





**GENERAL NOTES**

1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
2. ALL LATERAL CONNECTIONS TO BE FIELD VERIFIED AND LOCATED.
3. SATELLITE IMAGES ARE FOR REFERENCE ONLY AND MAY NOT ACCURATELY REFLECT EXISTING CONDITIONS, INCLUDING THE LOCATION OF SEWER STRUCTURES, PIPES AND LATERAL CONNECTIONS.
4. CONTRACTOR TO REINSTATE ACTIVE SERVICE LATERALS ONLY. ABANDONED OR CAPPED LATERALS WILL NOT BE REINSTATED.

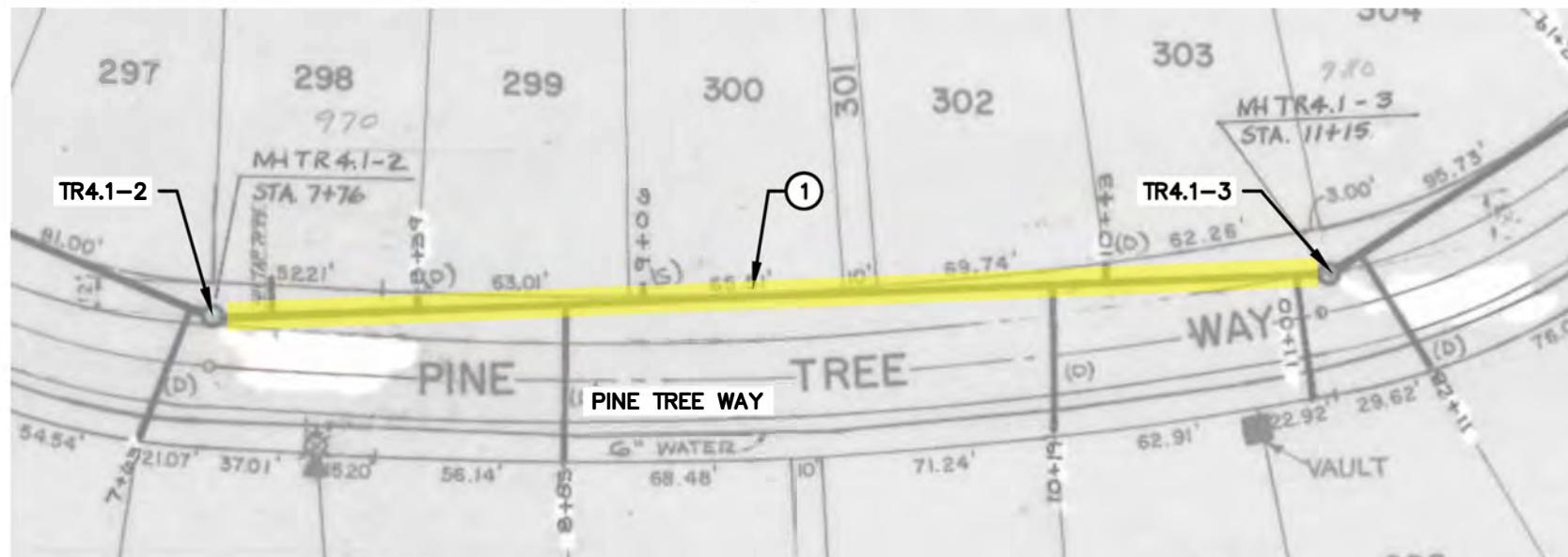
**KEY NOTES**

- ① PIPE SEGMENT 1. HIGHLIGHTED SECTION OF PIPE TO BE LINED. GROUT ALL REINSTATED LATERAL CONNECTIONS ALONG LINED SECTION.

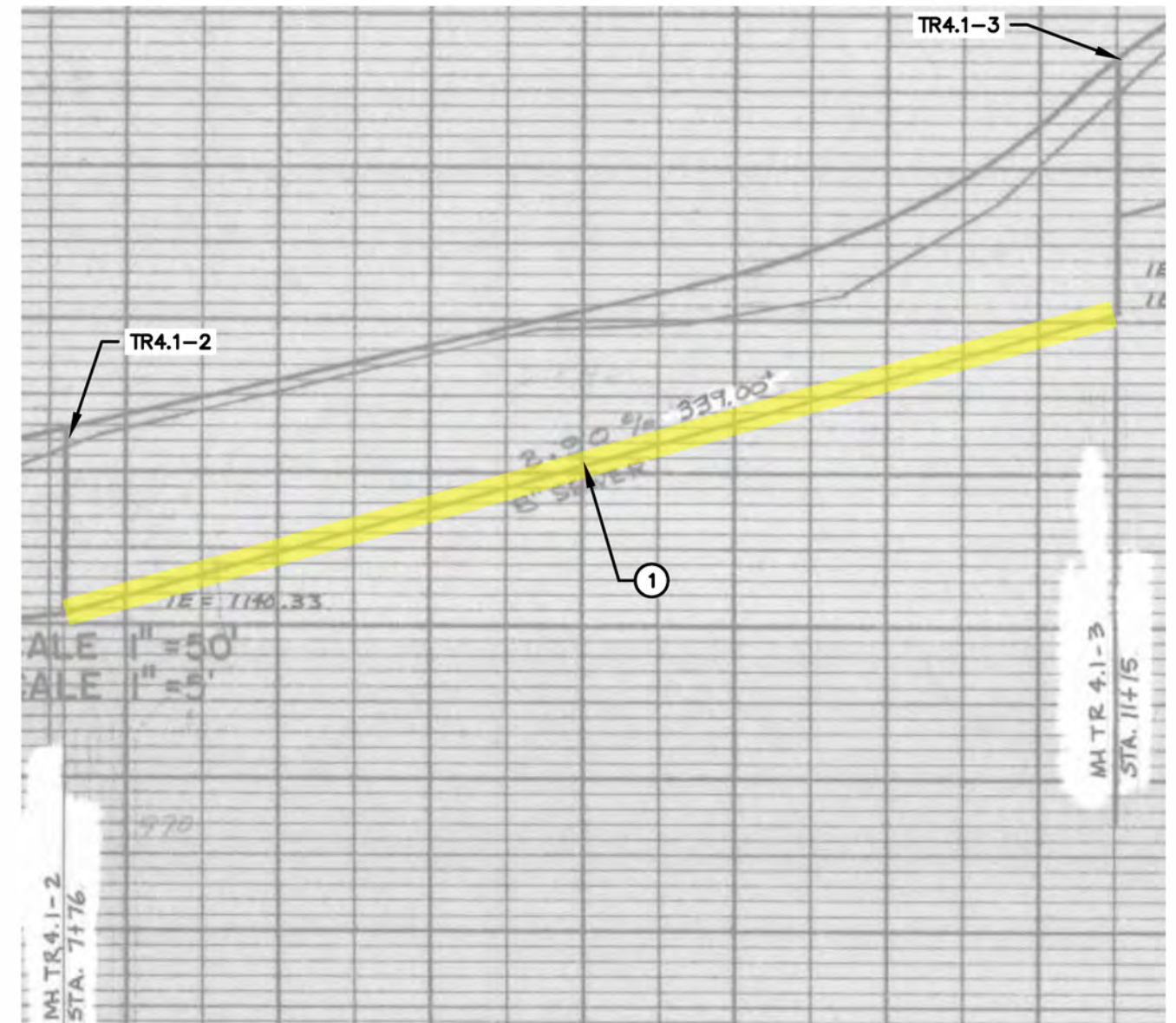
SEGMENT NUMBER	USMH	DSMH	US DEPTH	DS DEPTH	LENGTH	DAIM.
1	TR4.1-3	TR4.1-2	9.0 Ft	6.0 Ft	339 Ft	8 IN



**PINE TREE WAY – SATELLITE IMAGE**



**PINE TREE WAY – PLAN VIEW**



**PINE TREE WAY – PROFILE VIEW**

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



19/20 COLLECTION SYSTEM REHAB PROJECT

MH TR4.1-3 TO MH TR4.1-2

DRAWING NO.  
C59

SHEET NO.  
68 of 80



**GENERAL NOTES**

1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
2. ALL LATERAL CONNECTIONS TO BE FIELD VERIFIED AND LOCATED.
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4. CONTRACTOR TO REINSTATE ACTIVE SERVICE LATERALS ONLY. ABANDONED OR CAPPED LATERALS WILL NOT BE REINSTATED.

**KEY NOTES**

- ① PIPE SEGMENT 1. HIGHLIGHTED SECTION OF PIPE TO BE LINED. GROUT ALL REINSTATED LATERAL CONNECTIONS ALONG LINED SECTION.

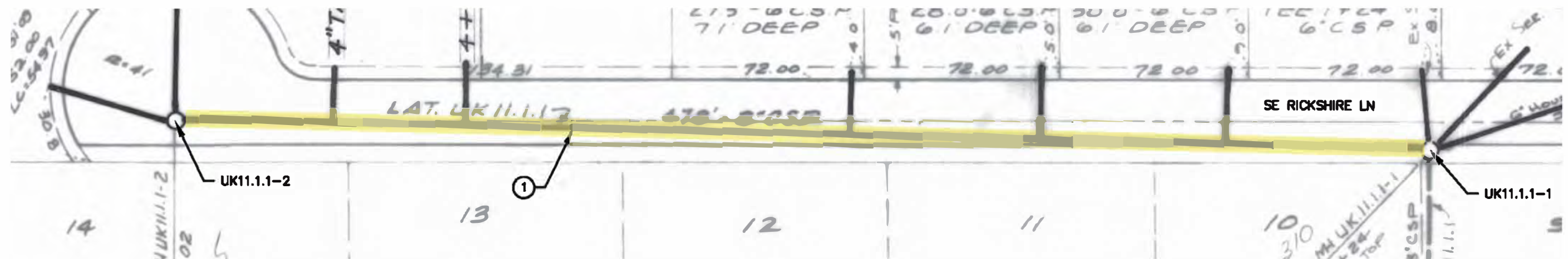
SEGMENT NUMBER	USMH	DSMH	US DEPTH	DS DEPTH	LENGTH	DAIM.
1	UK11.1.1-2	UK11.1.1-1	6.8 Ft	8.5 Ft	477 Ft	8 IN



**SE RICKSHIRE LANE - PROFILE VIEW**



**SE RICKSHIRE LANE - SATELLITE IMAGE**



**SE RICKSHIRE LANE - PLAN VIEW**

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	

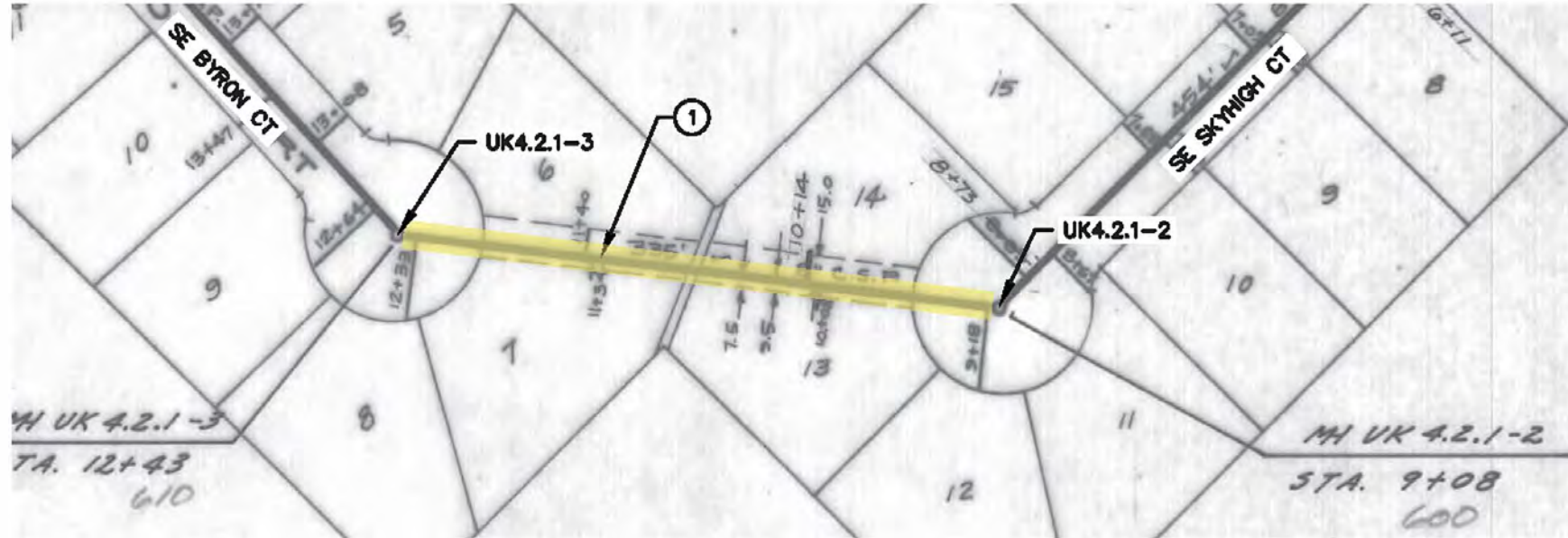
**WATER ENVIRONMENT SERVICES**  
Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT  
 MH UK11.1.1-2 TO MH UK11.1.1-1

DRAWING NO.  
**C60**  
 SHEET NO.  
69 of 80







**SE BYRON CT AND SE SKYHIGH CT - PLAN VIEW**

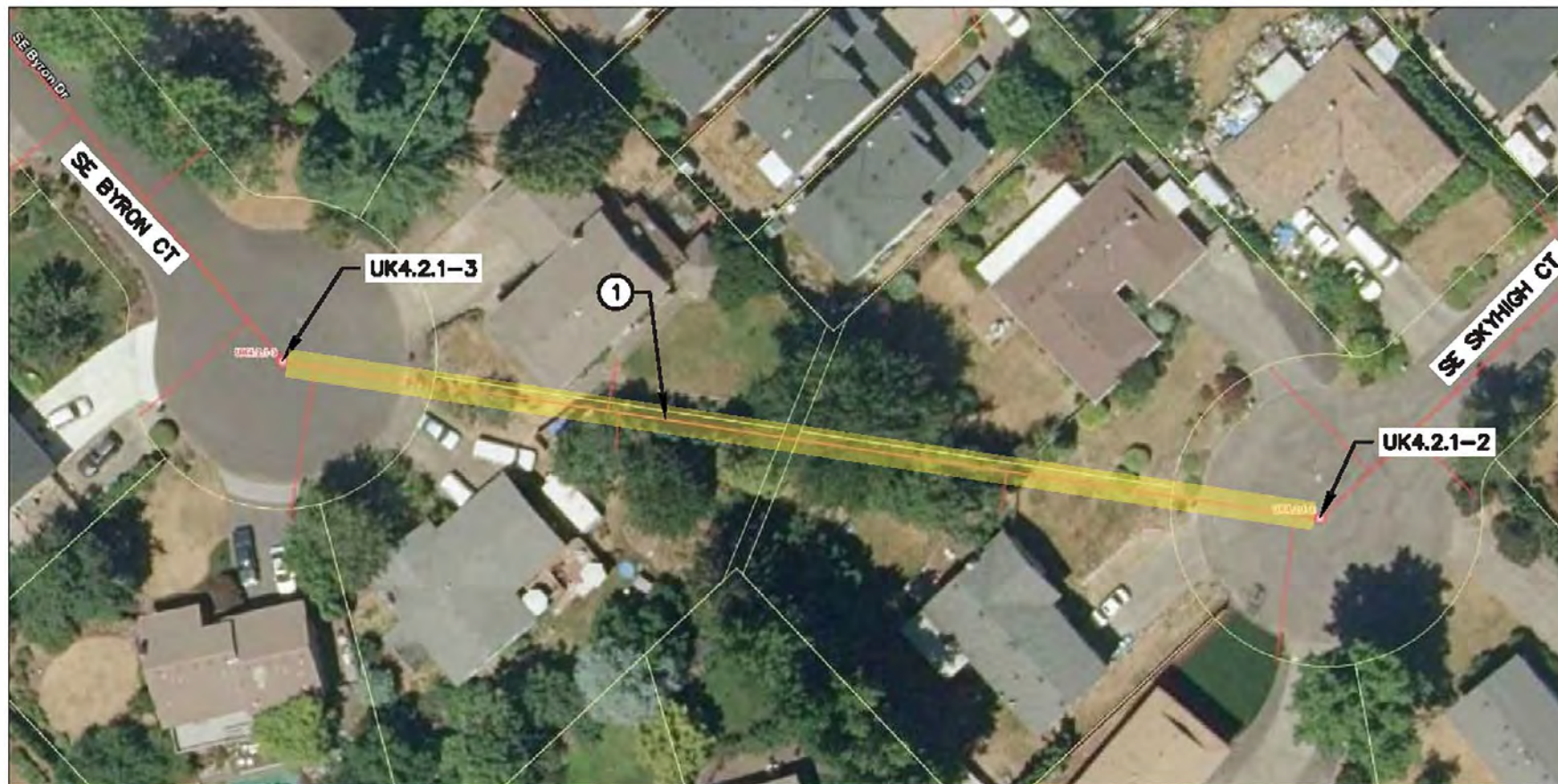
**GENERAL NOTES**

1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
2. ALL LATERAL CONNECTIONS TO BE FIELD VERIFIED AND LOCATED.
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4. CONTRACTOR TO REINSTATE ACTIVE SERVICE LATERALS ONLY. ABANDONED OR CAPPED LATERALS WILL NOT BE REINSTATED.

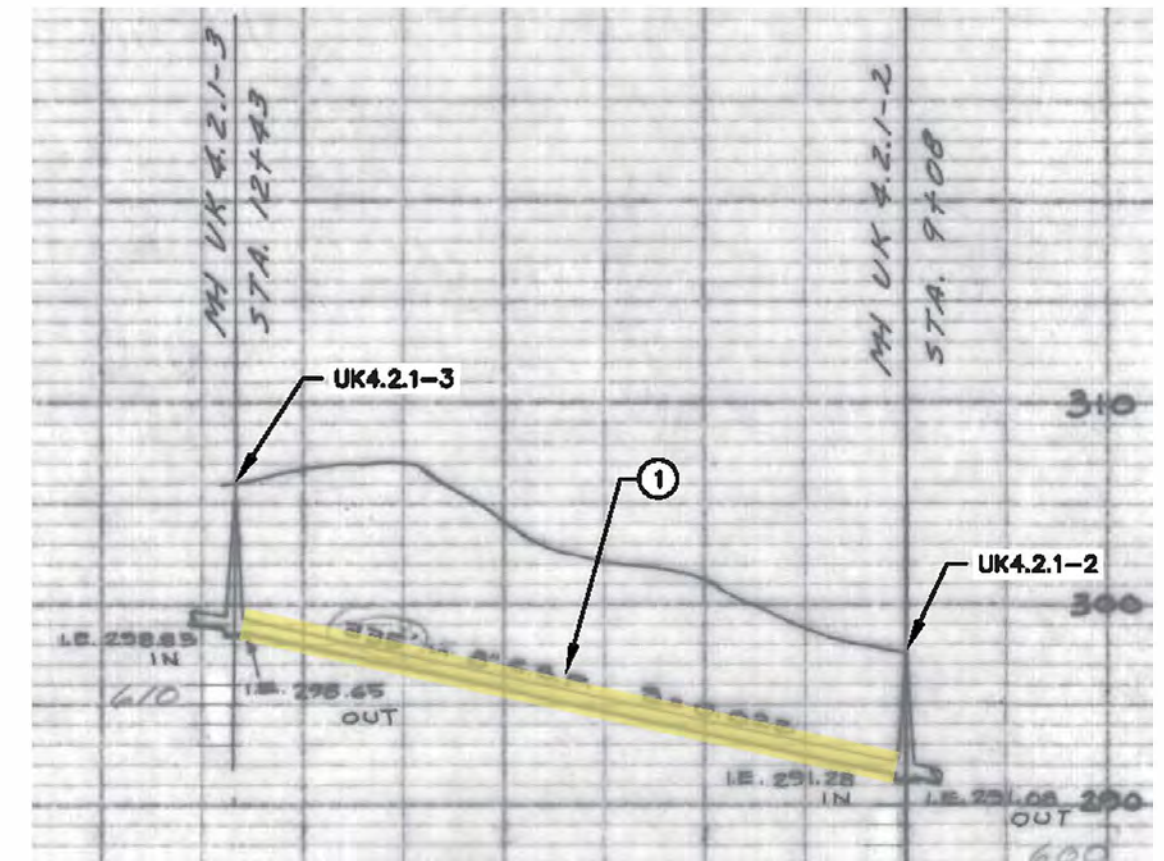
**KEY NOTES**

- ① PIPE SEGMENT 1. HIGHLIGHTED SECTION OF PIPE TO BE LINED. GROUT ALL REINSTATED LATERAL CONNECTIONS ALONG LINED SECTION.

SEGMENT NUMBER	USMH	DSMH	US DEPTH	DS DEPTH	LENGTH	DIAM.
1	UK4.2.1-3	UK4.2.1-2	6.4 Ft	6.7 Ft	335 FT	8 IN



**SE BYRON CT AND SE SKYHIGH CT - PLAN VIEW**



**SE BYRON CT AND SE SKYHIGH CT - PROFILE VIEW**

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



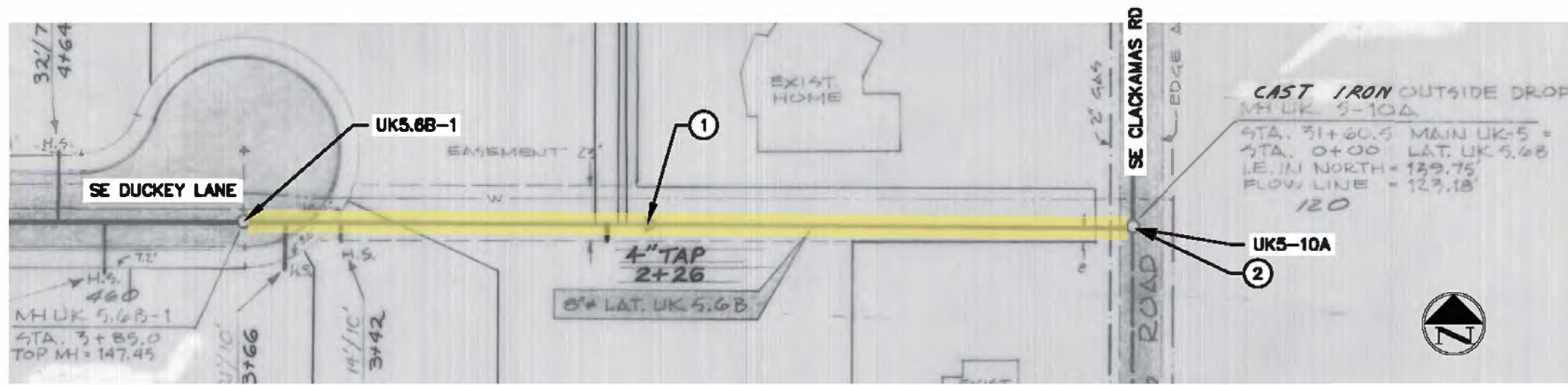
19/20 COLLECTION SYSTEM REHAB PROJECT

MH UK4.2.1-3 to MH UK4.2.1-2

DRAWING NO.  
C61

SHEET NO.  
70 of 80





SE DUCKEY LANE - PLAN VIEW

**GENERAL NOTES**

1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
2. ALL LATERAL CONNECTIONS TO BE FIELD VERIFIED AND LOCATED.
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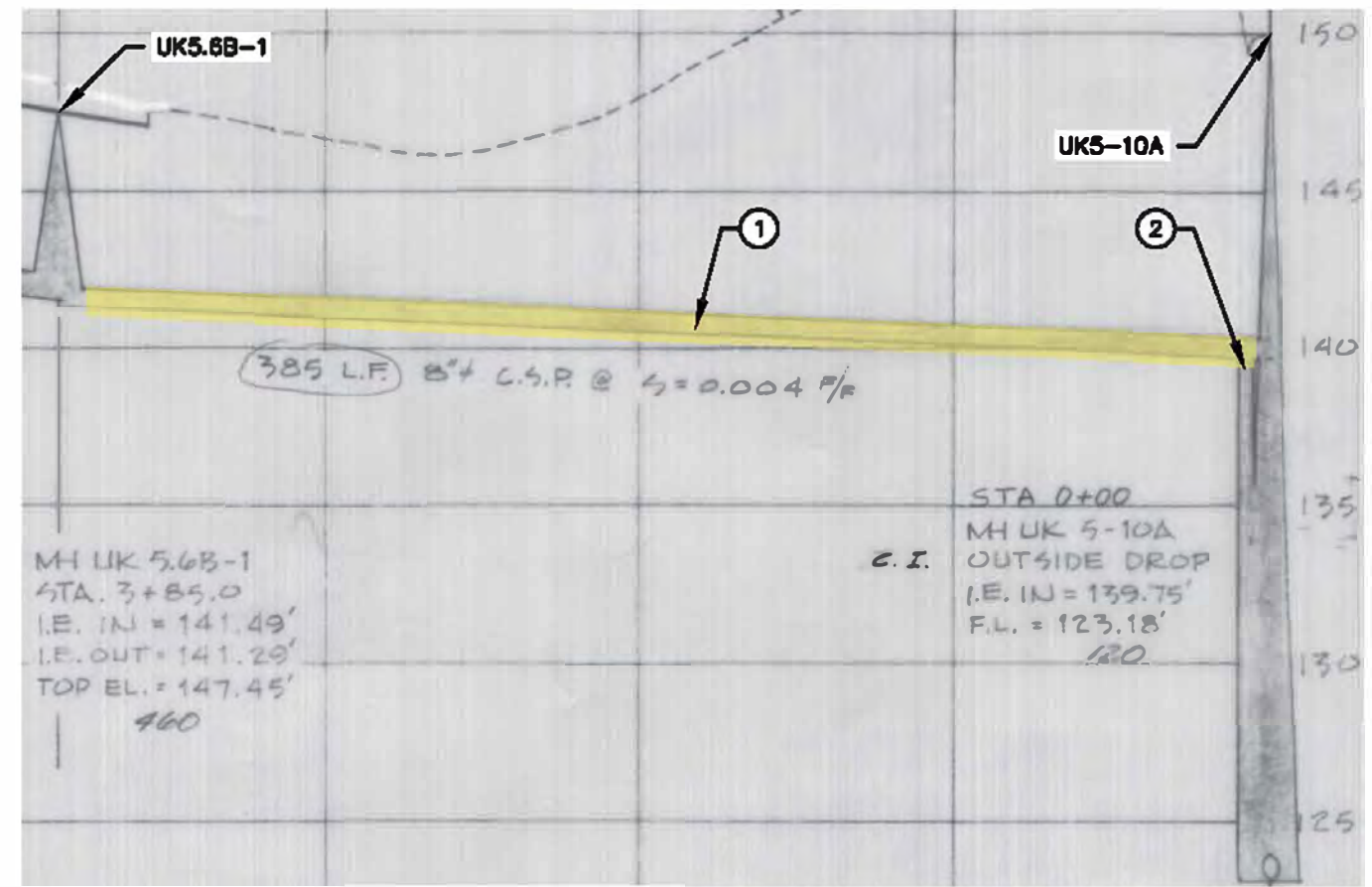
**KEY NOTES**

- ① PIPE SEGMENT 1. HIGHLIGHTED SECTION OF PIPE TO BE LINED. GROUT ALL REINSTATED LATERAL CONNECTIONS ALONG LINED SECTION.

SEGMENT NUMBER	USMH	DSMH	US DEPTH	DS MH DEPT H	DS IE DEPTH	LENGTH	DAIM.
1	UK5.6B-1	UK5-10A	6.3 Ft	26.8 Ft	10.25	385 Ft	8 IN



SE DUCKEY LANE - PLAN VIEW



SE DUCKEY LANE - PROFILE VIEW

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	

**WATER ENVIRONMENT SERVICES**  
Water Quality Protection - Surface Water Management  
Wastewater Collection and Treatment

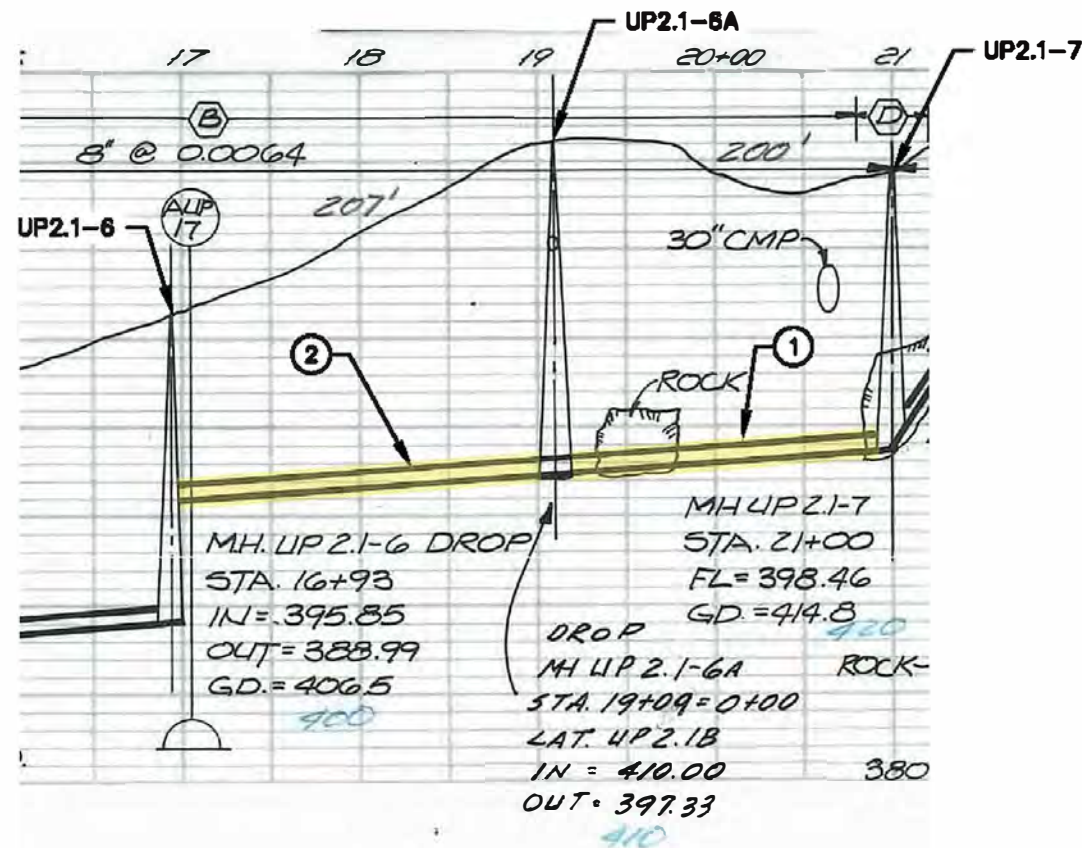
19/20 COLLECTION SYSTEM REHAB PROJECT

UK5.6B-1 TO UK5-10A

DRAWING NO.  
C62

SHEET NO.  
71 of 80





**SE HILLCREST ROAD - PROFILE VIEW**

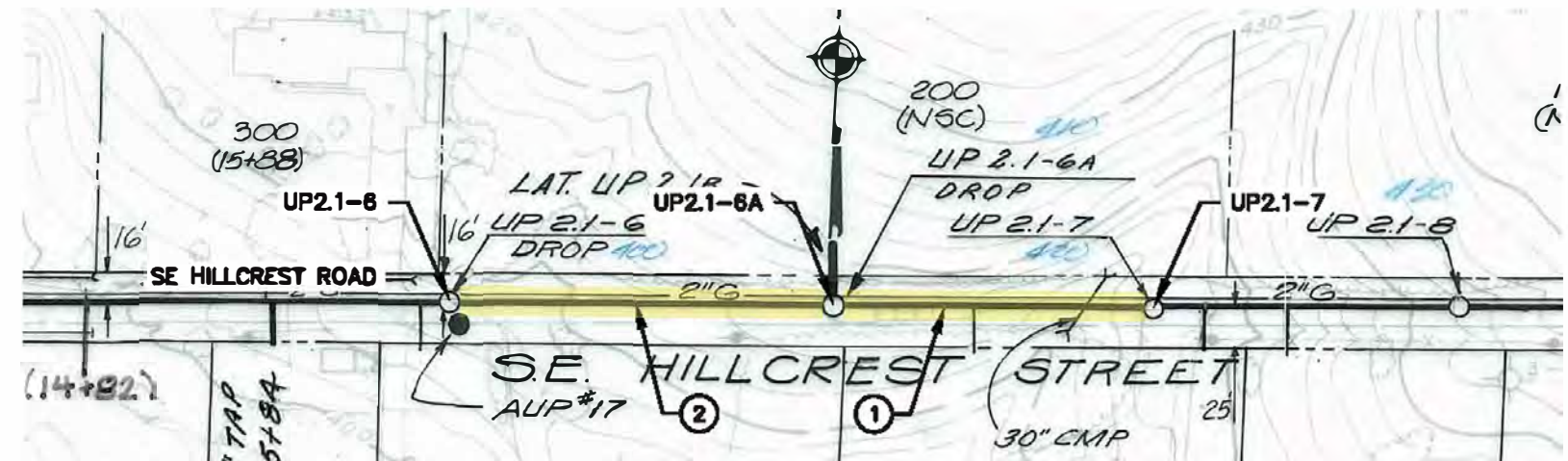
**GENERAL NOTES**

1. THIS DRAWING IS DERIVED FROM AS-BUILT DRAWINGS. FIELD VERIFY ACTUAL STRUCTURE DEPTHS, PIPE ELEVATIONS AND DISTANCES.
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**KEY NOTES**

- ① PIPE SEGMENT 1. HIGHLIGHTED SECTION OF PIPE TO BE LINED. GROUT ALL REINSTATED LATERAL CONNECTIONS ALONG LINED SECTION.
- ② PIPE SEGMENT 2. HIGHLIGHTED SECTION OF PIPE TO BE LINED. GROUT ALL REINSTATED LATERAL CONNECTIONS ALONG LINED SECTION.

SEGMENT NUMBER	USMH	DSMH	US DEPTH	DS DEPTH	LENGTH	DIAM.
1	UP2.1-7	UP2.1-6A	16.3 Ft	18.7 Ft	200 FT	8 IN
2	UP2.1-6A	UP2.1-6	18.7 Ft	10.7 Ft	207 FT	8 IN



**SE HILLCREST ROAD - PLAN VIEW**



9802 SE HILLCREST ROAD  
HAPPY VALLEY, OR 97086

**SE HILLCREST ROAD - PLAN VIEW**

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR  
DRAWN BY: NRS  
CHECKED BY: JDR  
SCALE: N.T.S.  
DATE: APRIL 2020  
PROJECT NO: P632280



**WATER ENVIRONMENT SERVICES**  
Water Quality Protection - Surface Water Management  
Wastewater Collection and Treatment

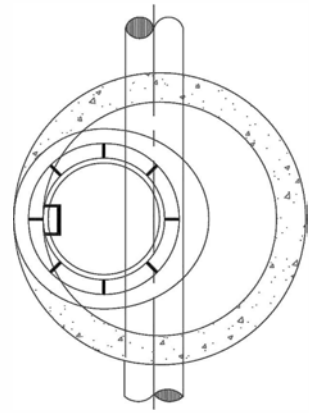
19/20 COLLECTION SYSTEM REHAB PROJECT

UP2.1-7 TO UP2.1-6A TO UP2.1-6

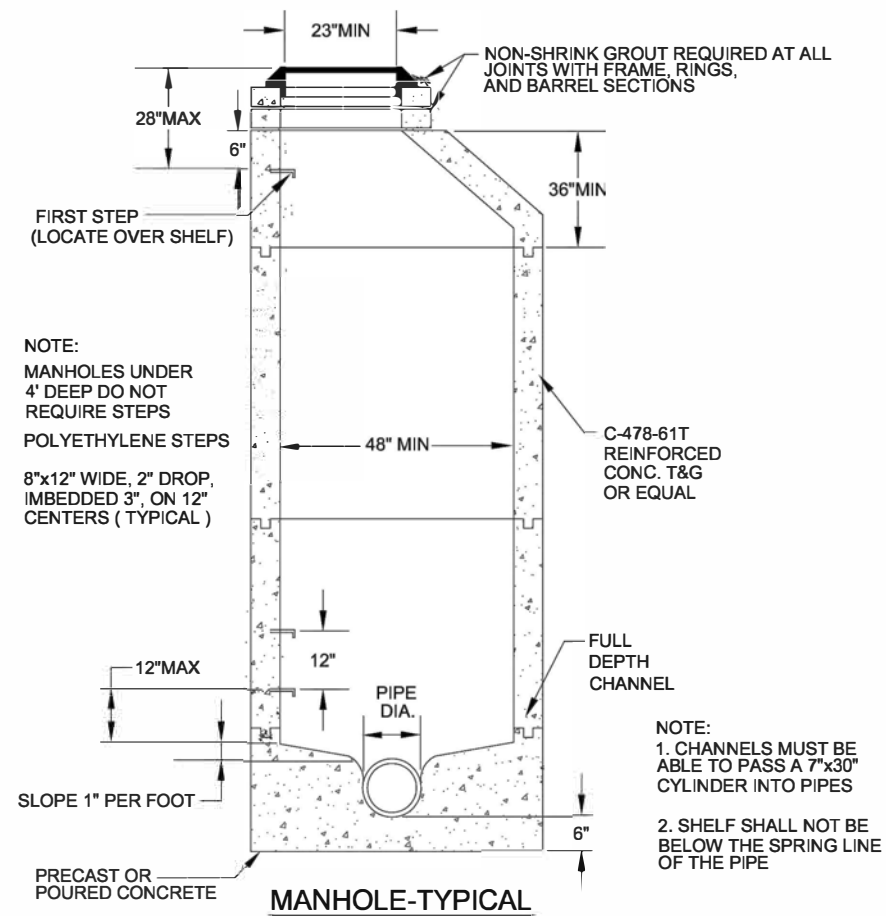
DRAWING NO.  
C63

SHEET NO.  
72 of 80

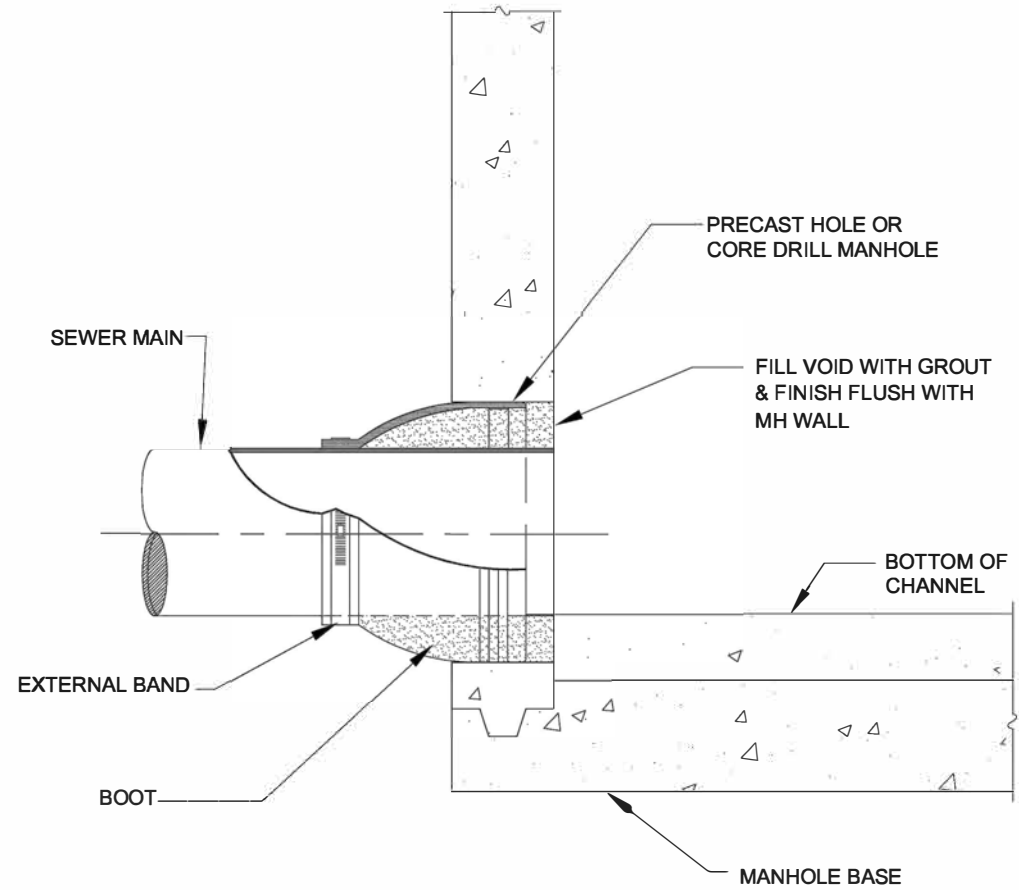




NOTE:  
MANHOLE LID TO  
BE FLUSH WITH  
ROADWAY OR  
6" ABOVE FINISH  
GRADE IN EASEMENTS



**MANHOLE-TYPICAL**



**MANHOLE-CONNECTION FLEXIBLE  
(KOR-N-SEAL OR EQUAL)**

	CLACKAMAS COUNTY 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	APPROVAL DATE: 2013	SCALE: N.T.S.	STANDARD DRAWING
		<b>MANHOLE-TYPICAL</b>		<b>SAN-004</b>

	CLACKAMAS COUNTY 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	APPROVAL DATE: 2013	SCALE: N.T.S.	STANDARD DRAWING
		<b>MANHOLE-CONNECTION FLEXIBLE</b>		<b>SAN-008</b>

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR  
 DRAWN BY: NRS  
 CHECKED BY: JDR  
 SCALE: N.T.S.  
 DATE: APRIL 2020  
 PROJECT NO: P632280

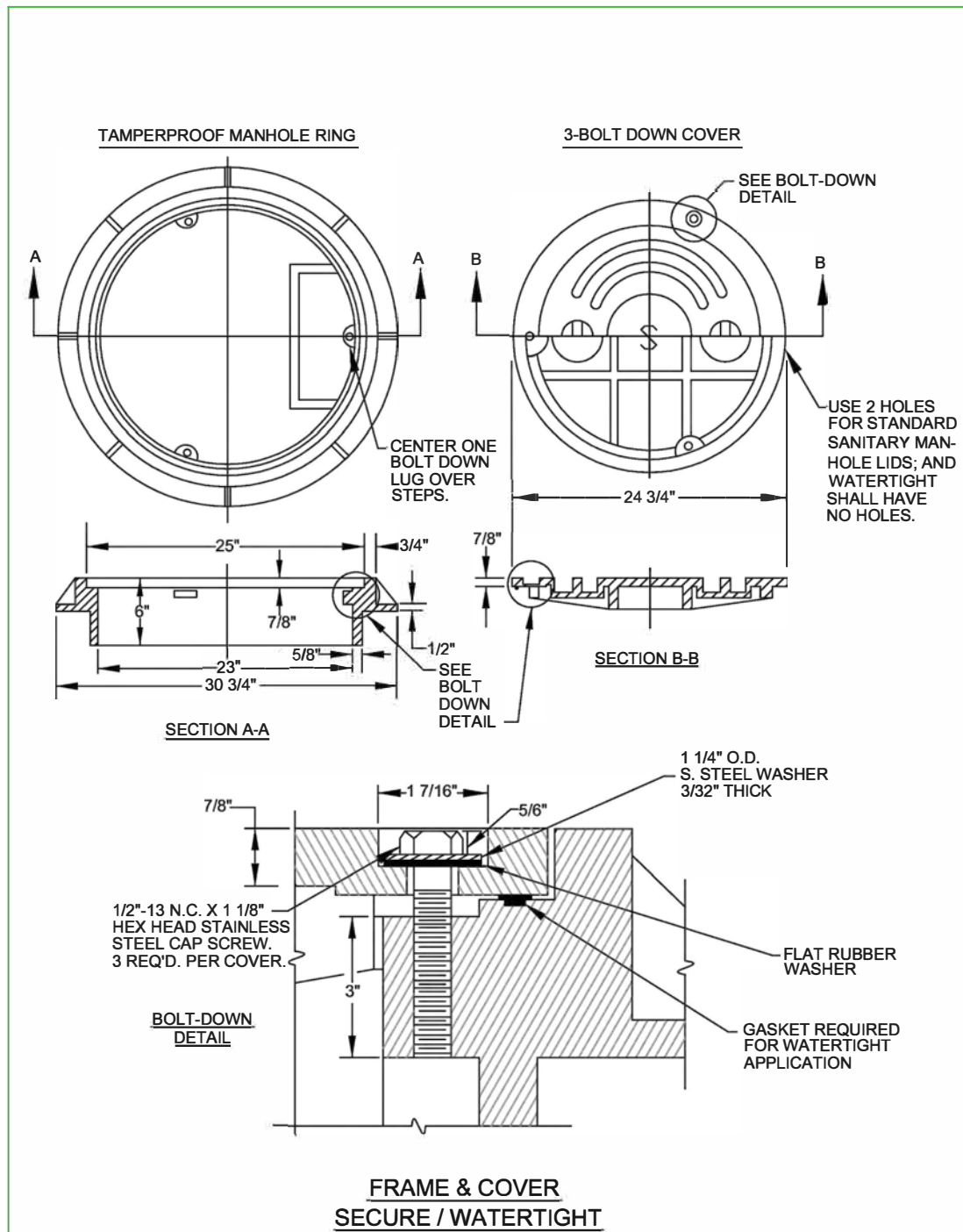
**WATER ENVIRONMENT SERVICES**  
Water Quality Protection • Surface Water Management  
Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

**STANDARD DETAILS**

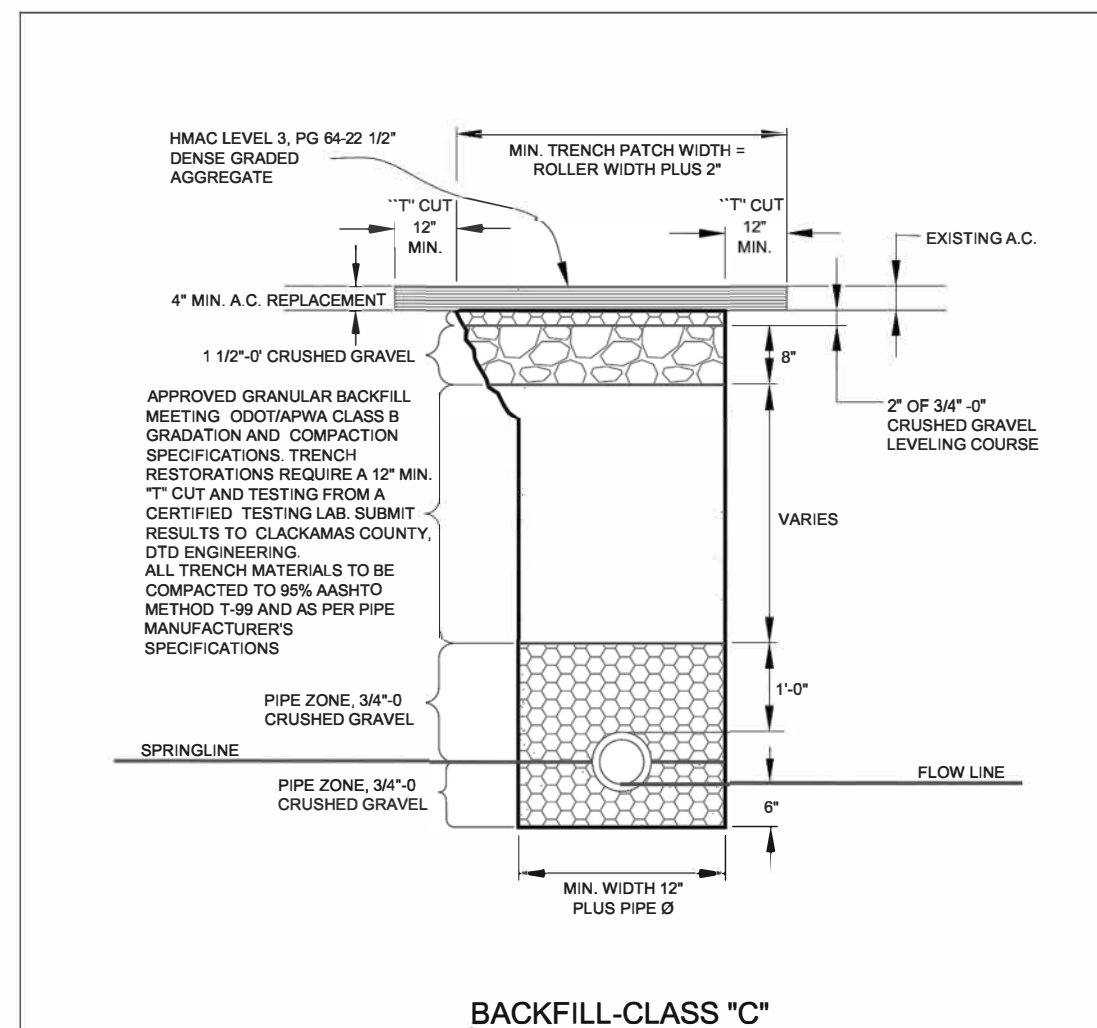
DRAWING NO.  
**C64**

SHEET NO.  
**73 OF 80**



NOTE: COVER AND FRAME SHALL BE OF GRAY CAST IRON A.S.T.M. A-48 CLASS 30.

<p>WATER ENVIRONMENT SERVICES 150 BEAVERCREEK ROAD OREGON CITY, OR 97045</p>	APPROVAL DATE: 2013	SCALE: N.T.S.	STANDARD DRAWING
	<p><b>FRAME &amp; COVER SECURE/WATERTIGHT</b></p>		<p><b>SAN-011</b></p>



**NOTES**

1. THE EXISTING A.C. SHALL BE SAWCUT THROUGH ENTIRE A.C. SECTION PRIOR TO EXCAVATION.
2. BACKFILL IN PIPE ZONE SHALL BE PLACED IN MAXIMUM 6" LIFTS AND COMPACTED.
3. TRENCH BACKFILL SHALL BE PLACED IN MAXIMUM 12" LIFTS TO 95% DENSITY.
4. THE USE OF CONTROL DENSITY FILL SHALL BE DETERMINED BY CLACKAMAS COUNTY, REFER TO STANDARD DRAWING U-250.
5. SAWCUT EDGES TO BE TACKED WITH HOT LIQUID ASPHALT.
6. WORK RESULTING IN IRREGULAR TRENCH WIDTHS OR INCIDENTAL DAMAGE TO THE ROADWAY SURFACE WILL REQUIRE ANOTHER SAWCUT AND SUBSEQUENT REMOVAL OF A.C. THE SAWCUT LINE SHALL BE APPROVED BY CLACKAMAS COUNTY PRIOR TO THE PERMANENT A.C. REPAIR.
7. RESTORE A.C. SECTION WITH 4" OF 1/2" DENSE GRADED AGGREGATE MIX OR AN EQUAL THICKNESS OF THAT REMOVED WHICHEVER IS GREATER, PLACE A.C. IN MAXIMUM 2" LIFTS.
8. A.C. JOINTS/SEAMS SHALL BE SEALED WITH HOT LIQUID ASPHALT, OR APPROVED EQUAL, AND SANDED.
9. CLACKAMAS COUNTY SHALL BE NOTIFIED FOR INSPECTION.

<p>WATER ENVIRONMENT SERVICES 150 BEAVERCREEK ROAD OREGON CITY, OR 97045</p>	APPROVAL DATE: 2013	SCALE: N.T.S.	STANDARD DRAWING
	<p><b>BACKFILL-CLASS "C"</b></p>		<p><b>SAN-003</b></p>

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR  
DRAWN BY: NRS  
CHECKED BY: JDR  
SCALE: N.T.S.  
DATE: APRIL 2020  
PROJECT NO: P632280



**WATER ENVIRONMENT SERVICES**  
Water Quality Protection - Surface Water Management  
Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

STANDARD DETAILS

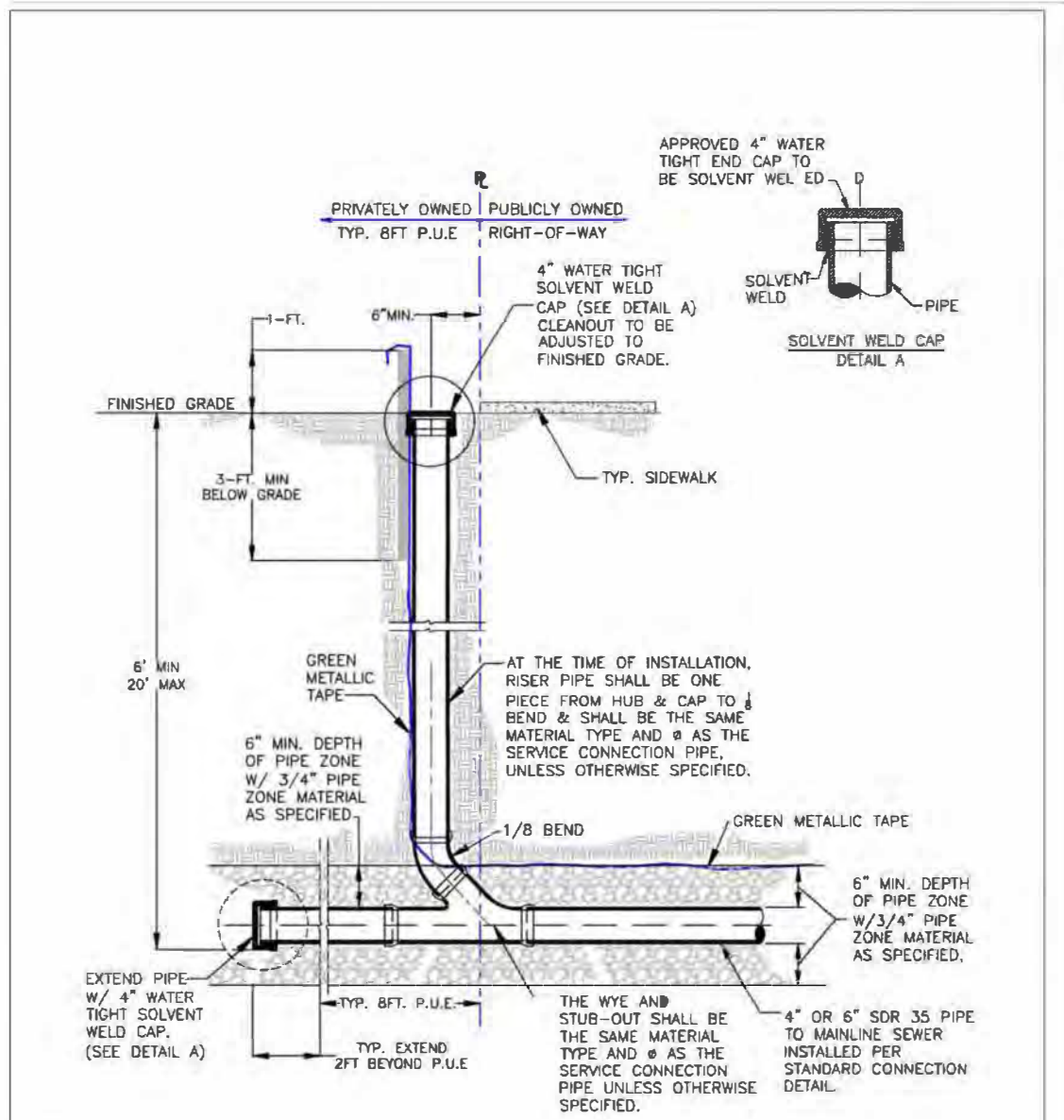
DRAWING NO.

C65

SHEET NO.

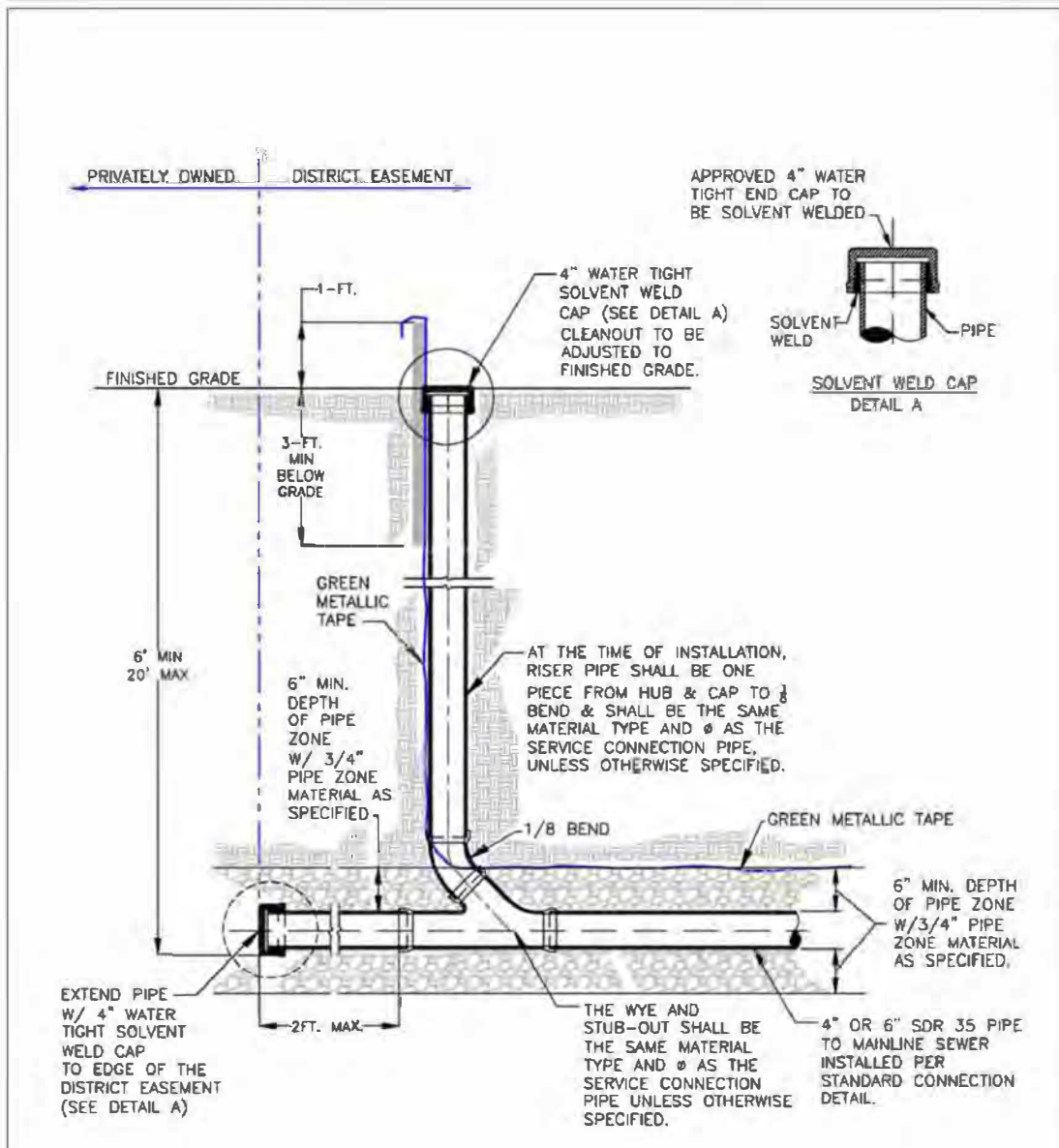
74 OF 80





- NOTES:
1. ALL PIPE AND FITTINGS SHALL BE ASTM D-3034, SDR 35.
  2. ON LOTS WITH EXISTING HOMES, CONTRACTOR SHALL INSTALL APPROVED HUBS AND CAPS FLUSH WITH FINISHED GRADE.
  3. CLEANOUTS SHALL NOT BE CONSTRUCTED SO THE CLEANOUT CAP WILL END UP IN SIDEWALKS, STEPS OR DRIVEWAYS.
  4. EVERY PROPERTY SHALL HAVE A SEPARATE SERVICE LATERAL CONNECTED DIRECTLY TO THE MAINLINE, UNLESS OTHERWISE APPROVED BY THE DISTRICT. SHARED SERVICES ARE NOT ALLOWED.
  5. THE SERVICE CONNECTION LOCATION SHALL GENERALLY BE LOCATED TEN FEET (10') OFFSET FROM THE PROPERTY LINE ON THE LOW SIDE OF LOT.
  6. TEES FOR SERVICE CONNECTIONS SHALL BE LOCATED NO CLOSER THAN FIVE FEET (5') TO MANHOLES. SEPARATION BETWEEN WATER LINE, SANITARY SERVICE CONNECTION AND STORM SERVICE CONNECTION SHALL GENERALLY BE TEN FEET (10') WITH A MINIMUM OF FIVE FEET (5').
  7. ANY OTHER PROPOSED LOCATION SHALL BE AT THE DISCRETION OF THE DISTRICT ON CASE BY CASE BASIS.

	CLACKAMAS COUNTY 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	APPROVAL DATE: 2013	SCALE: N.T.S.	STANDARD DRAWING
		<b>SERVICE CONNECTION P.U.E.</b>		<b>SAN-017</b>



- NOTES:
1. ALL PIPE AND FITTINGS SHALL BE ASTM D-3034, SDR 35.
  2. ON LOTS WITH EXISTING HOMES, CONTRACTOR SHALL INSTALL APPROVED HUBS AND CAPS FLUSH WITH FINISHED GRADE.
  3. CLEANOUTS SHALL NOT BE CONSTRUCTED SO THE CLEANOUT CAP WILL END UP IN SIDEWALKS, STEPS OR DRIVEWAYS.
  4. EVERY PROPERTY SHALL HAVE A SEPARATE SERVICE LATERAL CONNECTED DIRECTLY TO THE MAINLINE, UNLESS OTHERWISE APPROVED BY THE DISTRICT. SHARED SERVICES ARE NOT ALLOWED.
  5. THE SERVICE CONNECTION LOCATION SHALL GENERALLY BE LOCATED TEN FEET (10') OFFSET FROM THE PROPERTY LINE ON THE LOW SIDE OF LOT.
  6. TEES FOR SERVICE CONNECTIONS SHALL BE LOCATED NO CLOSER THAN FIVE FEET (5') TO MANHOLES. SEPARATION BETWEEN WATER LINE, SANITARY SERVICE CONNECTION AND STORM SERVICE CONNECTION SHALL GENERALLY BE TEN FEET (10') WITH A MINIMUM OF FIVE FEET (5').
  7. ANY OTHER PROPOSED LOCATION SHALL BE AT THE DISCRETION OF THE DISTRICT ON CASE BY CASE BASIS.

	CLACKAMAS COUNTY 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	APPROVAL DATE: 2013	SCALE: N.T.S.	STANDARD DRAWING
		<b>SERVICE CONNECTION EASEMENT</b>		<b>SAN-018</b>

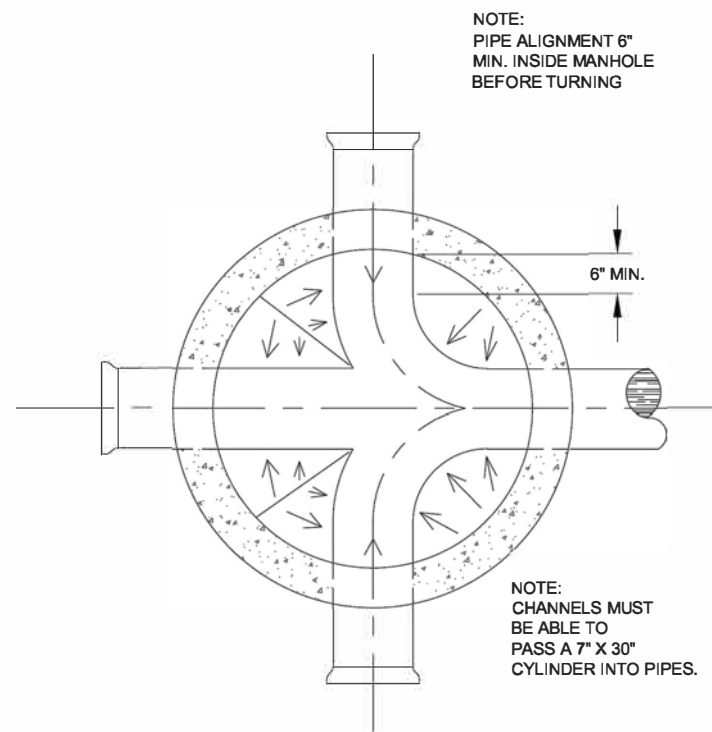
NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR  
 DRAWN BY: NRS  
 CHECKED BY: JDR  
 SCALE: N.T.S.  
 DATE: APRIL 2020  
 PROJECT NO: P632280

**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

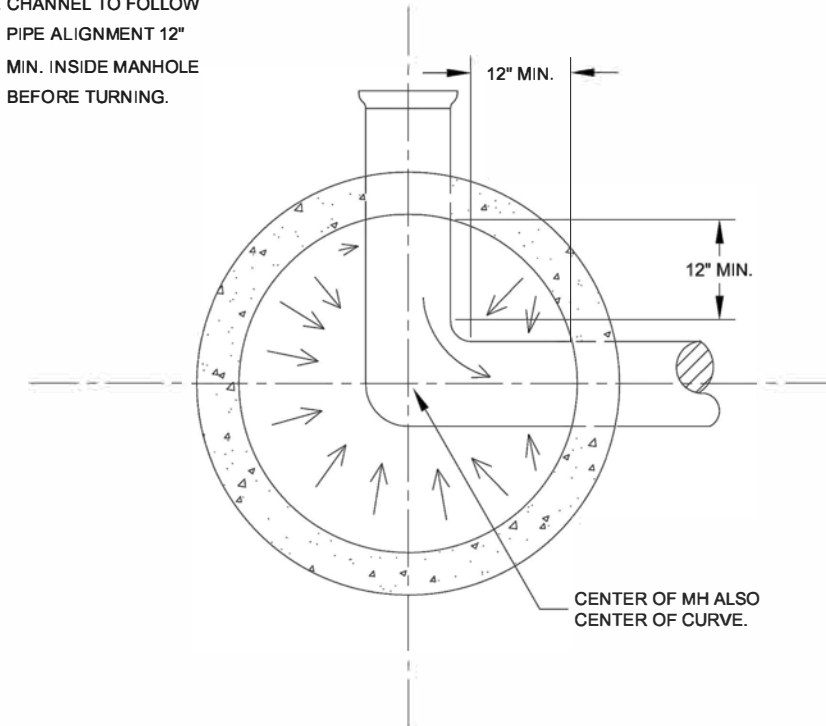
19/20 COLLECTION SYSTEM REHAB PROJECT  
 STANDARD DETAILS

DRAWING NO. C66  
 SHEET NO. 75 OF 80



**CHANNEL-INTERSECTION**

- NOTES:
1. CHANNELS MUST BE ABLE TO PASS A 7" X 30" CYLINDER INTO PIPES.
  2. CHANNEL TO FOLLOW PIPE ALIGNMENT 12" MIN. INSIDE MANHOLE BEFORE TURNING.



**CHANNEL-90 DEGREE MANHOLE**

	CLACKAMAS COUNTY 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	APPROVAL DATE: 2013	SCALE: N.T.S.	STANDARD DRAWING
		<b>CHANNEL-INTERSECTION</b>		

	CLACKAMAS COUNTY 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	APPROVAL DATE: 2013	SCALE: N.T.S.	STANDARD DRAWING
		<b>CHANNEL-90 DEGREE</b>		

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

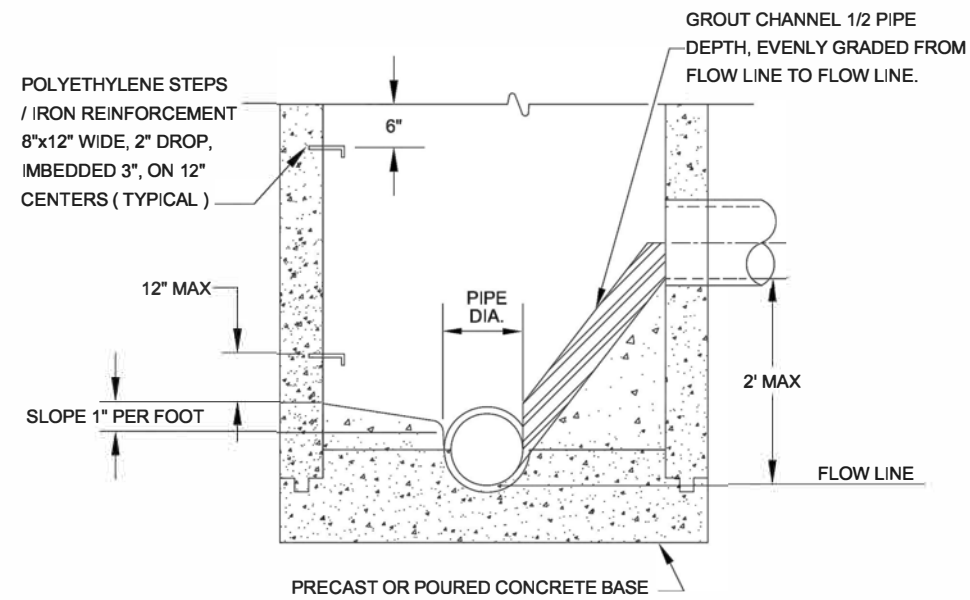
19/20 COLLECTION SYSTEM REHAB PROJECT

STANDARD DETAILS

DRAWING NO.  
**C67**

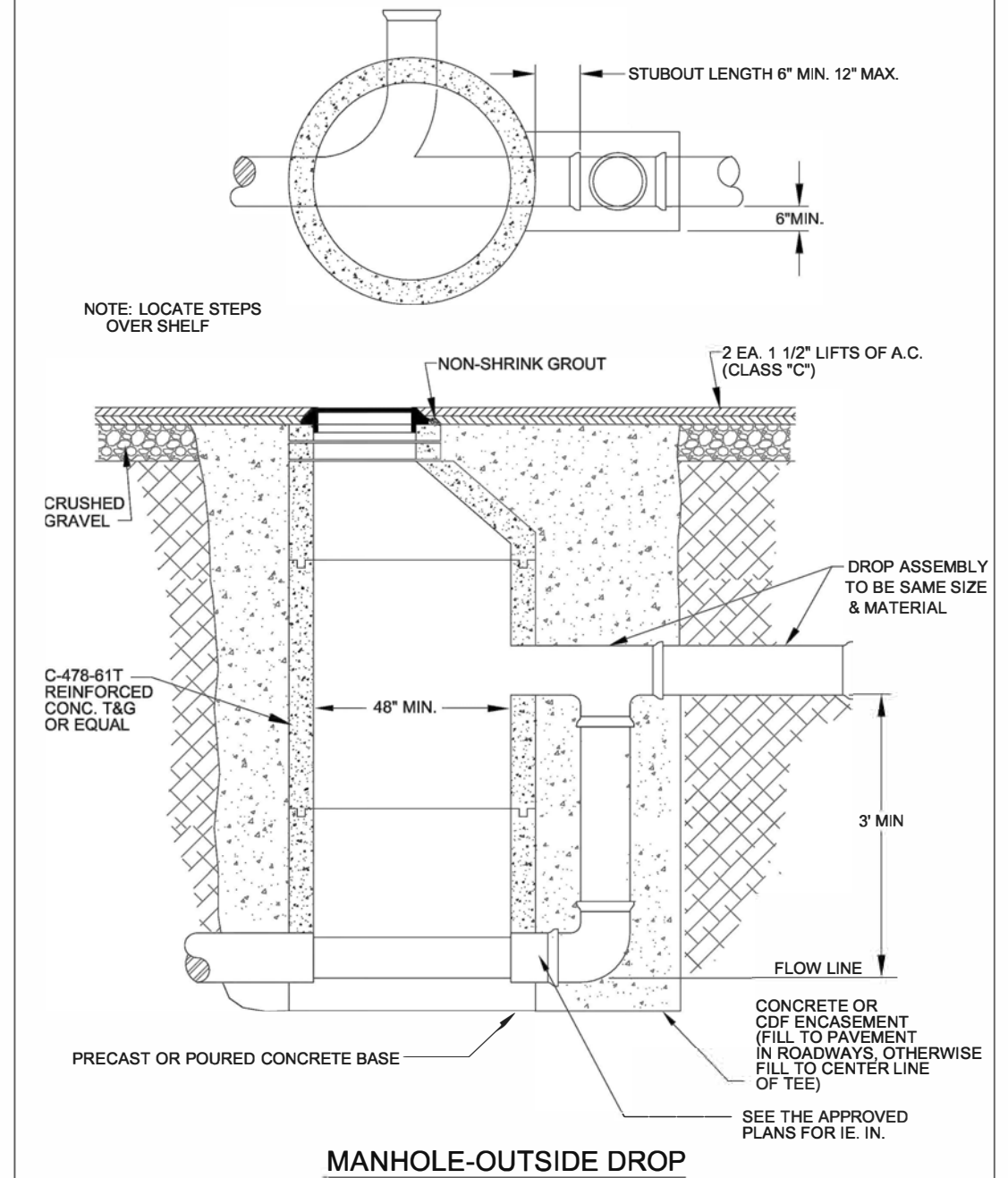
SHEET NO.  
**76 OF 80**





**CHANNEL-SLIDE**  
(BY DISTRICT PRE-APPROVAL ONLY)

NOTE:  
CHANNELS MUST BE ABLE TO PASS A 7" x 30" CYLINDER INTO PIPES.



**MANHOLE-OUTSIDE DROP**

NOTE: SEE THE APPROVED PLANS FOR IE IN & OUT ELEVATIONS.

	CLACKAMAS COUNTY 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	APPROVAL DATE: 2013	SCALE: N.T.S.	STANDARD DRAWING
		<b>CHANNEL-SLIDE</b>		<b>SAN-014</b>

	CLACKAMAS COUNTY 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	APPROVAL DATE: 2013	SCALE: N.T.S.	STANDARD DRAWING
		<b>MANHOLE-OUTSIDE DROP</b>		<b>SAN-006</b>

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



**WATER ENVIRONMENT SERVICES**  
Water Quality Protection • Surface Water Management  
Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

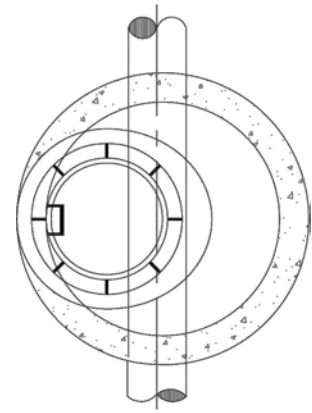
STANDARD DETAILS

DRAWING NO.

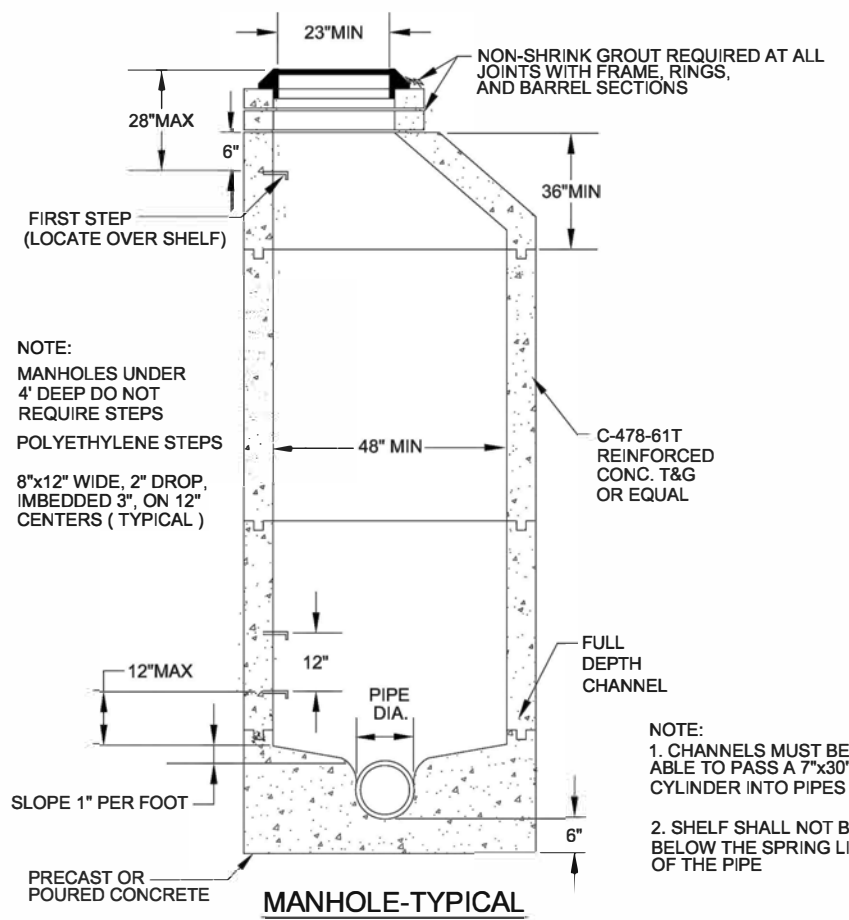
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SHEET NO.

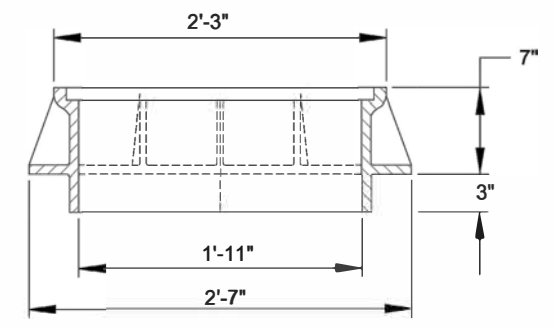
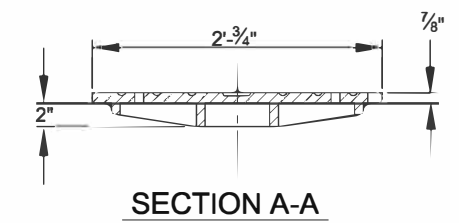
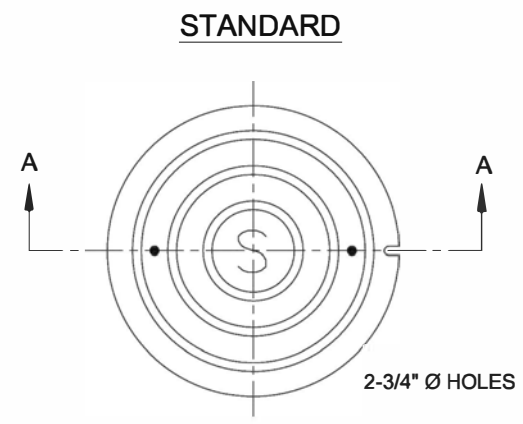
77 OF 80



NOTE:  
MANHOLE LID TO  
BE FLUSH WITH  
ROADWAY OR  
6" ABOVE FINISH  
GRADE IN EASEMENTS



	CLACKAMAS COUNTY 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	APPROVAL DATE: 2013	SCALE: N.T.S.	STANDARD DRAWING <b>SAN-004</b>
	<b>MANHOLE-TYPICAL</b>			



**FRAME & COVER STANDARD**

- NOTES:
- STANDARD FRAME AND COVER TO BE USED ON COLLECTOR, ARTERIAL, AND INDUSTRIAL STREETS OR AS NOTED ON CONSTRUCTION PLANS.
  - SANITARY COVER WILL HAVE 2 - 3/4" Ø HOLES.

	CLACKAMAS COUNTY 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	APPROVAL DATE: 2013	SCALE: N.T.S.	STANDARD DRAWING <b>SAN-009</b>
	<b>FRAME &amp; COVER STANDARD</b>			

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR  
 DRAWN BY: NRS  
 CHECKED BY: JDR  
 SCALE: N.T.S.  
 DATE: APRIL 2020  
 PROJECT NO: P632280

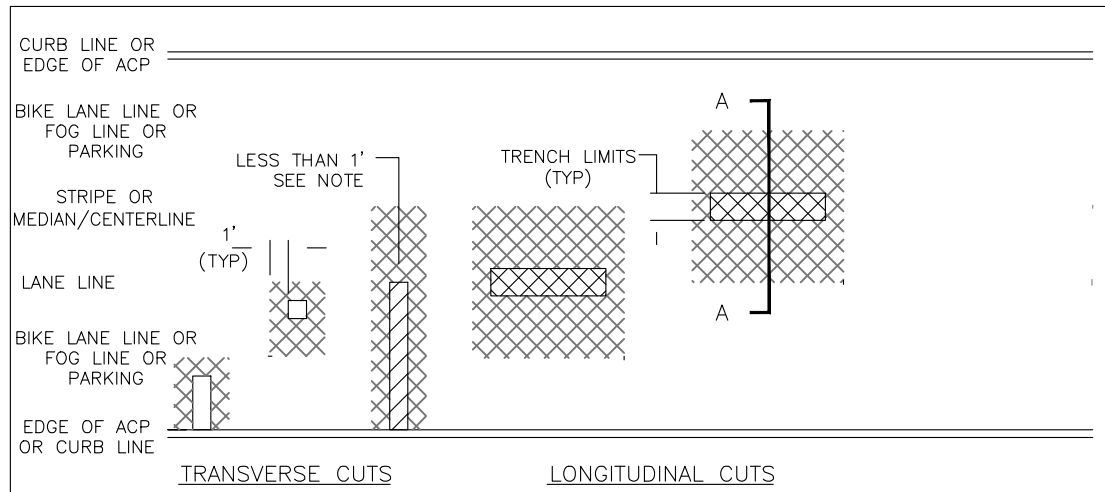
**WATER ENVIRONMENT SERVICES**  
 Water Quality Protection • Surface Water Management  
 Wastewater Collection and Treatment

19/20 COLLECTION SYSTEM REHAB PROJECT

**STANDARD DETAILS**

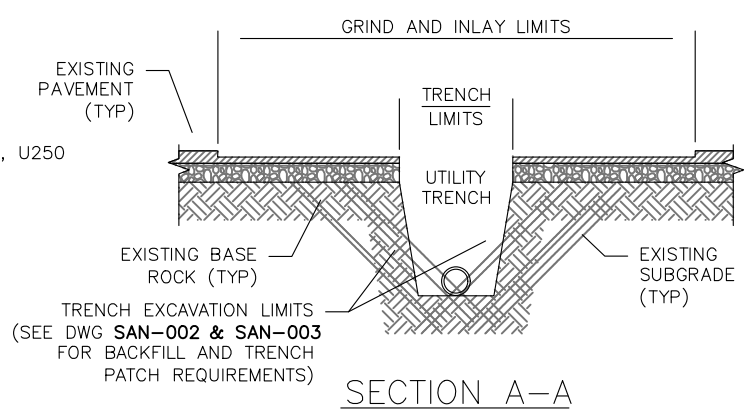
DRAWING NO.  
**C69**

SHEET NO.  
**78 OF 80**



**LEGEND:**

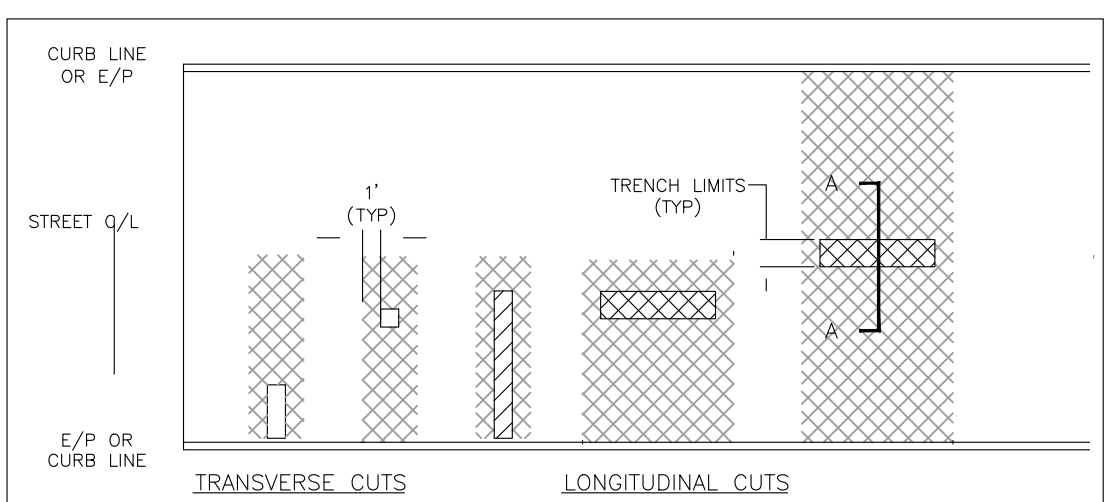
- GRIND AND INLAY 2 INCH MINIMUM
- TRENCH PATCH SEE STD. DWGS U200, U250 AND U270.



**NOTES:**

1. ALL PATCH JOINTS SHALL BE CLEANED (SWEEP/BLOWN OUT) AND TACKED BEFORE PAVING.
2. ALL CUTS ARE TO BE PARALLEL AND PERPENDICULAR TO DIRECTION OF TRAFFIC.
3. GRIND AREA WILL BE CLEANED (SWEEP/BLOWN OUT) AND TACKED WITH HOT ASPHALT TACK COAT BEFORE INLAY IS COMPLETED.
4. AFTER PAVING HOT LIQUID ASPHALT WILL BE USED TO SAND SEAL ALL SEAMS.
5. SEE STD. DWG U290 TO ADDRESS MULTIPLE AND PROPOSED TRENCHES WITHIN 5 FEET OF EXISTING TRENCH REPAIRS.
6. THE ROAD RIGHT-OF-WAY WILL BE LEFT IN AS GOOD AS OR BETTER CONDITION THAN WHEN THE PROJECT BEGAN.
7. IF THE OUTSIDE SAW CUT IS LESS THAN THREE (3) FEET FROM THE E/PT OR CURB, THE EXISTING OUTSIDE ASPHALT TO THE E/P OR CURB MUST BE REMOVED AND REPLACED AS PART OF THE GRIND & INLAY LIMITS.
8. TRENCH LIMITS LESS THAN ONE FOOT FROM CENTERLINE OR LANE LINE SHALL EXTEND GRIND & INLAY LIMITS.
9. GRIND AND INLAY ADJACENT TO CURB RAMPS MAY REQUIRE ADA IMPROVEMENTS.
10. THE COUNTY MAY INCREASE OR DECREASE THESE REQUIREMENTS BASED ON LOCAL CONDITIONS.
11. COMPLY WITH SMOOTHNESS REQUIREMENTS OF OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION SECTION 00744.70

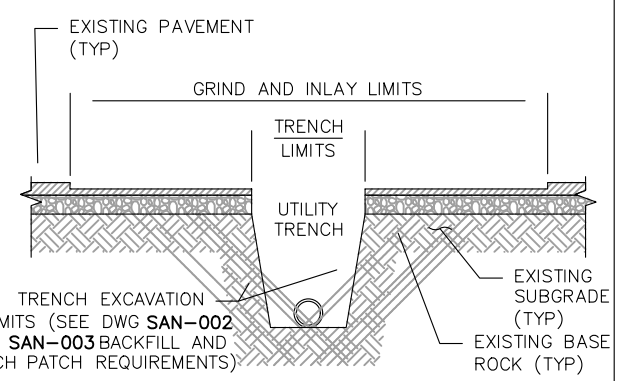
REVISION	DATE	BY	DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT	APPROVAL DATE: 6/1/2020	SCALE: N.T.S.	STANDARD DRAWING
REVISED	05/18	RN	150 BEAVERCREEK ROAD OREGON CITY, OR 97045		PAVEMENT CUT STANDARD ARTERIAL/COLLECTOR ROADS	U275
REVISED	09/18	RM				
REVISED	12/19	AAR				



**LEGEND:**

- GRIND AND INLAY 2 INCH MINIMUM
- TRENCH PATCH SEE STD. DWGS U200, U250 AND U270.

1. SEE STD. DWG U290 TO ADDRESS MULTIPLE PROPOSED TRENCHES WITHIN 5 FEET OF EXISTING TRENCH REPAIRS.
2. GRIND & INLAY LIMITS SHALL EXTEND TO THE ROADWAY CENTERLINE OR EXTEND TO THE E/P OR CURB. THE COUNTY MAY INCREASE OR DECREASE THESE REQUIREMENTS BASED ON LOCAL CONDITIONS.
3. IF THE TRENCH LIMITS ARE LESS THAN 2' FROM WHEEL TRACKS, THEN GRIND AND INLAY LIMITS SHALL BE EXTENDED TO AVOID WHEEL TRACKS.



**SECTION A-A**

**NOTES:**

1. ALL PATCH JOINTS SHALL BE CLEANED (SWEEP/BLOWN OUT) AND TACKED BEFORE PAVING.
2. ALL CUTS ARE TO BE PARALLEL OR PERPENDICULAR TO DIRECTION OF TRAFFIC.
3. GRIND OR TEE-CUT AREA WILL BE CLEANED (SWEEP/BLOWN OUT) AND TACKED WITH HOT ASPHALT TACK COAT BEFORE INLAY IS COMPLETED.
4. AFTER PAVING HOT LIQUID ASPHALT WILL BE USED TO SAND SEAL ALL SEAMS.
5. THE ROAD RIGHT-OF-WAY WILL BE LEFT IN AS GOOD AS OR BETTER CONDITION THAN WHEN THE PROJECT BEGAN.
6. IF THE OUTSIDE SAW CUT IS LESS THAN THREE (3) FEET FROM THE E/P OR CURB, THE EXISTING OUTSIDE ASPHALT TO THE E/P OR CURB MUST BE REMOVED AND REPLACED AS PART OF THE GRIND & INLAY LIMITS.
7. GRIND AND INLAY ADJACENT TO CURB RAMPS MAY REQUIRE ADA IMPROVEMENTS.
8. THE COUNTY MAY INCREASE OR DECREASE THESE REQUIREMENTS BASED ON LOCAL CONDITIONS.
9. COMPLY WITH SMOOTHNESS REQUIREMENTS OF OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION.

REVISION	DATE	BY	DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT	APPROVAL DATE: 6/1/2020	SCALE: N.T.S.	STANDARD DRAWING
REVISED	05/18	RN	150 BEAVERCREEK ROAD OREGON CITY, OR 97045		PAVEMENT CUT STANDARD CONNECTOR/LOCAL ROADS	U280
REVISED	09/18	RM				
REVISED	12/19	AAR				

NO.	DATE	BY	REVISIONS

DESIGNED BY: JDR	DRAWN BY: NRS
CHECKED BY: JDR	SCALE: N.T.S.
DATE: APRIL 2020	
PROJECT NO: P632280	



19/20 COLLECTION SYSTEM REHAB PROJECT

STANDARD DETAILS

DRAWING NO.  
C70

SHEET NO.  
79 OF 80



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/30/2021

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

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

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Greenwich Insurance Company <b>INSURER B:</b> XL Insurance America Inc <b>INSURER C:</b> XL Specialty Insurance Company <b>INSURER D:</b> Indian Harbor Insurance Company <b>INSURER E:</b> AIG Specialty Insurance Company <b>INSURER F:</b>	<b>NAIC #</b> 22322 24554 37885 36940 26883
<b>INSURED</b> Michels Corporation 1715 16th St SE Salem, OR 97302		

**COVERAGES**

CERTIFICATE NUMBER: W20478945

REVISION NUMBER:

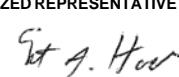
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CGD740955304	02/01/2021	02/01/2022	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CAD740955404	02/01/2021	02/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		US00077661LI21A	02/01/2021	02/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	CWD740955104	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Workers Compensation - WI and Employers Liability Work Comp: Per Statute			CWR740955204	02/01/2021	02/01/2022	E.L. Each Accident \$1,000,000 E.L. Disease-Each Emp \$1,000,000 E.L. Disease-Pol Lmt \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

**CERTIFICATE HOLDER****CANCELLATION**

Clackamas County 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 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Michels Corporation 1715 16th St SE Salem, OR 97302	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project: 21010605-Collection System Rehab Project.  
 Project Address: Oregon City, OR.

Clackamas County, its elected officials, agents, officers, and employees and Water Environment Services are Additional Insureds with respect to the General Liability, Auto Liability, Umbrella/Excess Liability and Pollution Liability coverages and the work performed by the Named Insured when required by written contract, agreement or permit executed prior to loss.

Such insurance as is afforded to Additional Insureds shall be Primary and Non-contributory with any other insurance available to Additional Insureds if required by contract executed prior to loss.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940  
 POLICY NUMBER: CEO744659504      EFF DATE: 02/01/2021      EXP DATE: 02/01/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	EA Claim Limit:	\$1,000,000
	Aggregate Limit:	\$2,000,000
	EA Claim Deductible:	\$100,000

INSURER AFFORDING COVERAGE: AIG Specialty Insurance Company NAIC#: 26883  
 POLICY NUMBER: CPO 8197229      EFF DATE: 02/01/2021      EXP DATE: 02/01/2022

ADDITIONAL INSURED:      Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractors Pollution	Each Loss	\$5,000,000
	Aggregate	\$5,000,000



**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**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
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, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
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" 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(s) at the location(s) designated above.

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 exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring 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.

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 the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
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, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
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 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 the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**ENDORSEMENT #**

This endorsement, effective 12:01 a.m., February 1, 2021, forms a part of Policy No. CGD740955304 issued to M10, INC. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with company		30

All other terms and conditions of the Policy remain unchanged.

**ENDORSEMENT #**

This endorsement, effective 12:01 a.m., February 1, 2021, forms a part of Policy No.CAD740955404 issued to M10, INC. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with company		30

All other terms and conditions of the Policy remain unchanged.



**ENDORSEMENT #**

This endorsement, effective 12:01 a.m., February 1, 2021 forms a part of Policy No. CWD7409551-04 issued to M10, INC. by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with company		30

All other terms and conditions of the 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.)**

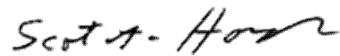
Endorsement Effective February 1, 2021    Policy No. CWD7409551-04    Endorsement No.

Insured    M10, INC.

Premium

Insurance Company  
XL Specialty Insurance Company

Countersigned by \_\_\_\_\_



**ENDORSEMENT #**

This endorsement, effective 12:01 a.m., February 1, 2021 forms a part of Policy No. CWR7409552-04 issued to M10, INC. by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with company		30

All other terms and conditions of the 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.)**

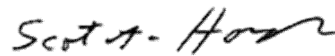
Endorsement Effective February 1, 2021    Policy No. CWR7409552-04    Endorsement No.

Insured    M10, INC.

Premium

Insurance Company  
XL Specialty Insurance Company

Countersigned by \_\_\_\_\_





Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Contract between Water Environment Services and JGEA Mechanical Equipment US, Inc, for the  
Services Agreement for the Watermaster 6000 Centrifuges

<b>Purpose/Outcome</b>	Execution of Contract #3955 for the purposes of providing parts, training, periodic services, emergency repairs and critical spares necessary for the Watermaster 6000 Centrifuges.
<b>Dollar Amount and Fiscal Impact</b>	Total Contract Value of \$250,000 until June 20, 2026
<b>Funding Source</b>	631-01-29100-437100
<b>Duration</b>	Contract until June 20, 2026
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	<p>1. This project supports the WES Strategic Plan to provide Enterprise Resiliency, Infrastructure Strategy and Performance and Operational Optimization.</p> <p>2. This project supports the County Strategic Plan of building a strong infrastructure that delivers services to customers.</p>
<b>Counsel Review</b>	AK, 4/19/2021
<b>Procurement Review</b>	Was this project processed through Procurement? Yes.
<b>Contact Person</b>	Steven Rice, Civil Engineering, 971-284-3710
<b>Contract No.</b>	

**BACKGROUND:**

The Tri-City WRRF has two (2) new GEA Watermaster 6000 centrifuges installed as part of the Solids Expansion Project. This equipment is critical to the operation of the plant and requires maintenance, inspection and periodic services to ensure continued operation and to reduce/eliminate down time. This is specialized equipment and must be serviced by GEA certified technicians in order to maintain warranty and ensure proper operation of the equipment. WES would like to enter into a 5-year service level agreement with GEA to provide parts, training, periodic services, emergency repairs and critical spares necessary to keep the Watermaster 6000 Centrifuges in optimal operational condition. Additional services, such as construction administration, inspection, or start-up support may be added by future amendment.

**PROCUREMENT PROCESS:** This project was advertised in accordance with ORS and LCRB Rules for Sole Source on March 25, 2021. There was no objections to the proposed contract therefor WES has moved forward with the warranty contract.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Contract between Water Environment Services and GEA Mechanical Equipment US, Inc for the Watermaster 6000 centrifuges.

Respectfully submitted,



[Greg Geist \(Apr 27, 2021 11:09 PDT\)](#)

Greg Geist  
Director, WES

Placed on the \_\_\_\_\_ Agenda by the Procurement Division.








# BCC Staff Report\_GEA-Q

Final Audit Report

2021-04-27

Created:	2021-04-27
By:	Qudsia Sediq (QSediq@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAABSMkSU8u3yhvUmkBjA1R9znZwAHYsM3L

## "BCC Staff Report\_GEA-Q" History

-  Document created by Qudsia Sediq (QSediq@clackamas.us)  
2021-04-27 - 5:06:54 PM GMT- IP address: 73.37.89.221
-  Document emailed to Greg Geist (ggeist@clackamas.us) for signature  
2021-04-27 - 5:07:34 PM GMT
-  Email sent to Qudsia Sediq (QSediq@clackamas.us) bounced and could not be delivered  
2021-04-27 - 5:07:41 PM GMT
-  Email sent to Lauren Haney (lhaney@clackamas.us) bounced and could not be delivered  
2021-04-27 - 5:08:11 PM GMT
-  Email viewed by Greg Geist (ggeist@clackamas.us)  
2021-04-27 - 6:09:37 PM GMT- IP address: 73.37.40.113
-  Document e-signed by Greg Geist (ggeist@clackamas.us)  
Signature Date: 2021-04-27 - 6:09:56 PM GMT - Time Source: server- IP address: 73.37.40.113
-  Agreement completed.  
2021-04-27 - 6:09:56 PM GMT



WATER ENVIRONMENT SERVICES CREDIT INFORMATION

Business Information:

Business Name: Water Environment Services (a Municipal Partnership)  
Business Address: 150 Beaver Creek Road, Oregon City, Oregon 97045  
Legal Status: Other – Government Utility Federal Tax ID: 93-6002286  
Owner/Officers Names: Board of Clackamas County  
City and State: Oregon City, Oregon Date Established: 1974  
Tax Exempt: Yes – Government Entity – OR State Statute  
Workers Comp Carrier: Clackamas County (Self Insured and Self Administered)  
Workers Comp Carriers Phone: 503-655-8576

Accounts Payable Contact:

Heather Welch, Accounting Specialist Phone: 503-742-4607 Fax: 503-742-4565  
Email: WES-AP@clackamas.us

Banking Information:

U.S. Bank Contact: Patrick Ranspot  
Address: 111 SW 5<sup>th</sup> Avenue, Suite 550, Portland, Oregon 97204  
Phone: 503-275-4870 Fax: 503-275-7565 Bank Account Number: 153600472663

Trade References:

Name: Columbia Analytical Phone: 360-577-7222 Fax: 360-636-1068

Address: PO Box 1515, Tacoma, WA 98401

Name: Arjae Sheet Metal Phone: 503-231-7717 Fax: 503-230-4888

Address: 5510 SE McLoughlin Blvd, Portland, OR 97202

Name: Grainger Phone: 800-472-4643 Fax: None

Address: PO Box 419267, Kansas City, MO 64141

Name: Cintas Corporation - 463 Phone: 503-283-7733 Fax: 503-247-1184

Address: PO Box 650838, Dallas, TX 75265-0838



**GOODS AND SERVICES CONTRACT  
Contract #3955**

This Goods and Services Contract (this “Contract”) is entered into between **GEA Mechanical Equipment US, Inc.** (“Contractor”), and Water Environment Services, a political subdivision of the State of Oregon (“District”), for the purposes of providing parts, training, periodic services, emergency repairs and critical spares necessary for the Watermaster 6000 Centrifuges.

**I. TERM**

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 20, 2026**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County acting as the Governing Body for the District. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

**II. SCOPE OF WORK**

This Contract covers the Scope of Work as described in Scope of Work, attached and hereby incorporated by reference as Exhibit “A.” This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit “A”, and the Contractor’s Proposal attached and hereby incorporated by reference as Exhibit “B.” Work shall be performed in accordance with a schedule approved by the District. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The District Representative for this contract is: Anthony Micallef.

**III. COMPENSATION**

- 1. **PAYMENT.** The District agrees to compensate the Contractor on a time and material basis as detailed in this Contract. The maximum total compensation authorized under this Contract shall not exceed **Two Hundred Fifty Thousand dollars (\$250,000.00)**.
- 2. **TRAVEL EXPENSE REIMBURSEMENT.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent District contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the District’s Representative at: [wes-payables@clackamas.us](mailto:wes-payables@clackamas.us)

**IV. CONTRACT PROVISIONS**

- 1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed

to have been incurred and anticipated to be incurred in the performance of this Contract. District and its duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of 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 FUNDS.** District certify that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the District's reasonable administrative discretion, to continue to make payments under this Contract.

**3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate District official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

**5. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**6. GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between 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.

**7. HAZARD COMMUNICATION.** Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon District's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this

provision.

**8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the 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.

**9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserve 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; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the 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; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

**10. INSURANCE.** Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

**A. COMMERCIAL GENERAL LIABILITY**

The Contractor agrees to furnish the District evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the District and 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 Contract. The general aggregate shall apply separately to this project / location. The District, at its option, may require a complete copy of the above policy.

**B. AUTOMOBILE LIABILITY**

The Contractor agrees to furnish the District evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The District, at its option, may require a complete copy of the above policy.

**C.** Contractor shall provide District a certificate of insurance naming the District and Clackamas County, and their officers, elected officials, agents, and employees additional insureds. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include the District and Clackamas County and their agents, officers, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such

insurance shall provide sixty (60) days written notice to the District in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the District under this insurance. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

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

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

**F.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the District. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

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

**11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or District at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against District, such facsimile transmission must be confirmed by telephone notice to District's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of 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 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 the 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.

**14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**A. Performance Warranty.** Contractor warrants that the goods provided to the District shall consistently perform according to the performance characteristics described in the Scope of Work.

**B. Service Warranty.** Contractor warrants that the services provided herein to the District, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and District's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the District to Contractor. The District agree to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

**15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, 21, and all other terms and conditions which by their context are intended to survive termination of this Contract.

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

**17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, by operation of law or otherwise, without obtaining prior written approval from the District. 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 section and Sections 1, 8, 13, 15, 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. District may assign all or part of this Contract at any time without further permission required to the Contractor. District may assign all or part of this Contract at any time without further permission required to the Contractor.

**18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political

subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle 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, 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 District's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District 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 District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

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

**21. REMEDIES.** (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the District, less previous amounts paid and any claim(s) which the District has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to District on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the District shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections

20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to District all documents, 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 or objects or other tangible things needed to complete the work.

**22. 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.

**23. 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.

**24. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.

**25. 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.

**26. FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**27. 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.

**28. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of

which is a material element of this Contract and failure to comply is a material breach that entitles District to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**29. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the District except as to latent defects, fraud and Contractor's warranty obligations.

**30. INSPECTIONS.** Goods and services furnished under this Contract will be subject to inspection and test by the District at times and places determined by the District. If the District finds goods and services furnished to be incomplete or not in compliance with the District, the District, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the District at a reduced price, whichever the District deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the District, the District may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the District's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

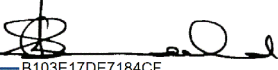
**32. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS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

**SIGNATURE PAGE FOLLOWS**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

**GEA Mechanical Equipment US, Inc.**

Water Environment Services

DocuSigned by:  
  
B103E17DE7184CF... 4/16/2021

\_\_\_\_\_  
Authorized Signature Date

Chris Sandiford, Senior Vice President

\_\_\_\_\_  
Name / Title (Printed)

201-784-4334

\_\_\_\_\_  
Telephone Number

1806383-92

\_\_\_\_\_  
Oregon Business Registry #

FBC/Delaware

\_\_\_\_\_  
Entity Type / State of Formation

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Recording Secretary

Approved as to Form:

 4/26/2021  
\_\_\_\_\_  
County Counsel Date



**EXHIBIT A**  
**SCOPE OF WORK**

## Scope of Work – GEA Centrifuge Long Term Service Agreement

The Tri-City WRRF has two (2) new GEA Watermaster 6000 centrifuges installed as part of the Solids Expansion Project. This equipment is critical to the operation of the plant and requires maintenance, inspection and periodic services to ensure continued operation and to reduce/eliminate down time. This is specialized equipment and must be serviced by GEA certified technicians in order to maintain warranty and ensure proper operation of the equipment.

WES would like to enter into a 5-year service level agreement with GEA to provide parts, training, periodic services, emergency repairs and critical spares necessary to keep the Watermaster 6000 Centrifuges in optimal operational condition.

Vendor will provide to WES the following deliverables:

- 4 minor overhaul kits delivered to the WES Tri-City WRRF after receipt of annual payment.
- 1 major overhaul service, including parts, to be performed at 4800 hours of service (year 3) on each machine by a certified GEA technician.
- 1 critical spare parts inventory to be delivered during the first year of the agreement.
- 160 pooled hours, including four (4) fully paid trips, to be used as needed for training and/or repairs.

Vendor will complete the following tasks/work elements for WES:

- 1 major overhaul service, including parts, to be performed at 4800 hours of service (year 3) on each machine by a certified GEA technician.
- Deliver one (1) minor service kit for each machine (total of 2 per year) upon annual payment by WES to vendor.
- Provide 160 hours and four (4) fully paid trips of a GEA technician for training, service and/or repairs during the life of the contract.
- Work will be completed M-F with time and date to be approved by WES Maintenance Supervisor, Anthony Micallef.

WES will provide:

- Clear and safe access to the centrifuges and WES staff as needed to assist with shutdown and startup of equipment.
- Ensure facility is free and clear of obstructions in roadway and building during scheduled work times.

Fees will be according to the following schedule:

- All work will be completed at the Tri-City WRRF at 15941 S Agnes Ave., Oregon City, OR. 97045.
- Total contract value not to exceed \$250,000.00, including freight, parts, supplies, equipment and labor.

Payment will be made by WES to the Vendor upon:

- Satisfactory completion of all work and verification by WES Maintenance Supervisor, Anthony Micallef.
- Invoices to be submitted with itemized costs to [wes-payables@clackamas.us](mailto:wes-payables@clackamas.us) for approval and payment.

**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**

Welcome to your continued success with GEA Service.



TOGETHER WITH YOU

# SERVICE PROPOSAL

## WES Tri-City WWTP Service Agreement

Date: 02/23/2021  
Proposal No: SLA01121CLW REV2  
Plant Location: Oregon City, OR



Service Agreement SLA01121CLW REV2  
Water Environment Services



GEA Mechanical Equipment US, Inc.

100 Fairway Court  
Northvale, NJ 07647

Tel. (201) 767-3900  
Fax (201) 767-3901

[www.gea.com](http://www.gea.com)  
State of Incorporation: Delaware  
President: Michael J. Vick

February 23, 2021

## Service Agreement # SLA01121CLW REV2

Subject: 5 Year Service Level Agreement  
WATERMASTER 6000 SN 8011-570 and 8011-571

Dear Sir or Madam,

We are pleased to submit our proposal for on-site services for your GEA equipment to support your production in achieving its overall goals. We are committed to improve the customer experience through reliability, flexibility and solution-oriented service products.

### Benefits of a Service Agreement:

- Regularly scheduled service by factory trained personnel
- Highest quality OEM parts designed specifically for your equipment
- Increased equipment performance and reliability
- Reduction of production costs
- Optimum plant efficiency with minimum downtime
- Training for operation and maintenance personnel
- 24/7 emergency technical support and parts shipment
- GEA Advance to access to online documentation and parts lists

### Other Services Available

- Condition Monitoring (pending commercial availability)
- Training classes
- Process optimization
- Rental equipment (availability dependent)
- Emergency Breakdown support
- Root cause analysis
- Inventory review & recommendations
- Online asset management tool

We trust that our proposal will meet your requirements and optimize plant operations.

**This agreement includes the following equipment:**

Machine	S/N
Watermaster 6000	8011-570
Watermaster 6000	8011-571

**Located at Oregon City OR**

**Service Schedule:**

Date (approximate)	December 2021	December 2022	December 2023	December 2024	December 2025
Operating Hours (approximate)	1600	3200	4800	6400	8000
Routine Service Type	Minor Parts Only	Minor Parts Only	Major	Minor Parts Only	Minor Parts Only

Service visits shall be confirmed by Customer in accordance with the above schedule  
GEA requires approx. 3-4 weeks' prior notice to confirm the desired service date.

**Pricing:**

First Payment Date	Last Payment Date	Agreement End Date	Payment Frequency	Yearly Payment Amount	Expenses and Travel Costs	Pool of extra service hours included
1 April 2021	1 April 2025	1 April 2026	Annually	\$ 36,456.85	Included	160 hours over 4 trips

Pricing includes labor\* for one (1) service technician, all travel expenses, freight, and travel costs. Payment will be made at beginning of April of each year for five years. A total of five (5) payment will be made. Agreement will end one year after final payment due date. All service must be completed before the agreement has ended.

Price also includes a pool of one hundred and sixty (160) service hours that can be used for other services over the five-year agreement period. Other services include, breakdowns, troubleshooting, vibration analysis, or technician provided training. The pool of service hours does not include, engineering support, programming support, machine testing beyond pre or post service testing and service troubleshooting, process support, or other engineering support services. The Service hours can be split between four (4) trips and includes all travel expenses and freight for up to four (4) trips. The pool of hours does not include parts. Pool of service hours must be used by the end of the agreement period. Any service hours used over the pool of service hours will be billed at the current SLA service rate. If more than four (4) trips are needed, all expenses and freight will be billed at cost to WES Tri-city WWTP.

Pricing for labor and parts which are part of the Major Service will be maintained for the 5-year Agreement duration. Parts included during routine services listed in Appendix 1. The agreement will include one (1) major overhaul per machine or a total of two (2) major overhauls for the five-year agreement duration. If another major overhaul is needed, it can be done through the pool of hours; parts not included. Each service constitutes a trip. There will also be four (4) service trips for the pool of extra service hours included in the agreement. This agreement has a total of six (6) service trips over five years during this agreement.

Service Agreement SLA01121CLW REV2  
Water Environment Services



In Addition to the major overhauls, a total of four (4) minor overhaul kits are included in the service agreement and will be shipped after receipt of each yearly payment or as described in the service schedule.

In addition to routine replacement of normal wear and tear parts during routine service, we recommend stocking of certain spare parts (critical parts) to ensure continuity of operation in the event of an unexpected failure.

**Recommended Critical Spare Parts Pricing:**

Critical Spares	Machine Model	Recommended Spare parts	Price
	Watermaster 6000	See Appendix 2 - Spare parts	
	<b>TOTAL</b>		<b>\$ 49,908.69</b>

**Service Level Agreement start date and period of validity:**

**Start Date:** April 2021  
**End Date:** April 2026

**Validity:** Quoted prices are valid for 30 days from date of this Quotation.

**Payment Terms:** Net 30 days upon presentation of invoice.

For scheduling of service visits, please contact our Customer Support and Service Center:

**Patterson CA**  
Eric Avila  
[eric.avila1@gea.com](mailto:eric.avila1@gea.com)  
Phone: +209-232-0976  
Fax: +201-784-6485

~~This Quotation is subject to GEA Services Terms & Conditions, which are attached and incorporated herein.~~

If you require additional information or any clarification, please do not hesitate to contact us.

Sincerely,

Anthony Ritter  
Service Sales Specialist  
(201)-290-2985

Attachments: Scheduled Service Definition  
Parts Lists  
Customer Responsibilities  
~~Terms and Conditions~~



## Appendix 1 – Scheduled Services Definition

### 2.6 Maintenance

- Scheduled maintenance including all parts and labor
- Comprehensive function tests - executed after maintenance
- Service Agreement review meeting - on site visit
- Out of hours hotline
- Remote support

### 2.7 Monitoring – COMING SOON

- Monitoring - equipment health parameters
- Monitoring - operational parameters
- Notification- status report
- Notification- impending failure report

### 2.8 Analyzing

- Root Cause analysis procedure + assistance
- Analysis- status report
- Analysis- failure report
- Analyzing - equipment health parameters
- Analyzing - operation parameters

### 2.9 Optimizing

- Training of operators - on site visit
- Training of Process Staff - on site visit
- Technical consultancy - on site visit
- Critical parts - availability concept
- Optimization - on site visit
- Notification - process optimization

### 2.10 Other Services

- Critical parts – discounted fixed pricing
- GEA Advance\* – Online documentation
- GEA Advance\* – Online parts quotation / order
- GEA Advance\* – Service Scheduling
- GEA Advance\* – Asset Management

\*GEA Advance available on request for most equipment

Scheduled maintenance will comprise the following activities

**Minor Service (if requested through pool of hours / Parts will be supplied yearly)**

- Inspection of conveyor scroll for wear
- Inspection of solids discharge ports and bushings for wear
- Inspection of the lubrication system, replace lubrication oil\*
- Inspection and adjustments of drive belts, speed sensors and torque sensors
- Inspection of Temperature probes for bearings
- Inspection of the Vari-Pond system
- Inspection of vibration monitoring system if equipped
- Replacement of gaskets and O-Rings for feed –tube; -line and liquid discharge line
- Assemble unit and test run or product
- Verify correct functions of alarm systems and interlocks if supplied by GEA Mechanical Equipment US, Inc.
- Check vibration of unit, both before\*\* and after service
- Provide written report detailing overall condition and recommendations

\*All lubricants that are provided by customer must be per OEM recommendations.

\*\* Vibration check prior to service when practical.

**Major Service**

- Inspection of drive system
- Replacement of main bowl bearings, seals and O-rings
- Replacement of conveyor scroll bearings, seals and O-rings
- Inspection of conveyor scroll and bowl discharge ports for wear
- Inspection of the of lubrication system, replace lub. oil\* and filter
- Replacement of main drive belts
- Replacement of gaskets and O-Rings for feed –tube; -line and liquid discharge line
- Greasing\* of main and secondary motor
- Inspection and adjustments of speed sensors
- Inspection of the Vari-Pond system
- Inspection of temperature probes for bearings
- Assemble unit and test run on water or product
- Verify correct functions of alarm systems and interlocks if supplied by GEA Mechanical Equipment US, Inc.
- Check vibration of unit, both before\*\* and after service
- Provide written report detailing overall condition and recommendations

\*All lubricants that are provided by customer must be per OEM recommendations.

\*\* Vibration check prior to service when practical.



**Appendix 2 –****Service Parts included with service****Minor Service Parts only**

Part-No.	Quantity	Designation
0007-2924-830	1	GASKET
0015-0038-000	3	LUBRICATING OIL
0015-0036-000	1	LUBRICATING OIL
0015-0104-080	1	LUBRICATING GREASE - TSCA Compliant
0004-2051-758	3	MOULDED GASKET
8418-1265-080	2	GASKET
8418-1265-130	2	GASKET
8418-1265-090	2	GASKET

**Major Service (also includes minor parts)**

Part-No.	Quantity	Designation
0021-3969-810	1	SET OF NARROW V-BELTS
0004-2123-300	2	NILOS GASKET
0007-3244-750	2	GASKET
0004-3319-850	2	SHAFT SEALING RING
0007-3733-750	1	GASKET
0007-2020-750	1	GASKET
0007-2941-750	2	GASKET
0007-2649-750	2	GASKET
0004-3206-850	2	SHAFT SEALING RING
0007-2980-750	2	GASKET
0004-3122-300	2	NILOS GASKET
6985-0605-050	1	LOCTITE GLUE
0011-6222-950	1	GROOVED BALL BEARING
0011-7224-970	2	ANGULAR CONTACT BALL BEARING
0004-3167-830	1	SHAFT SEALING RING
0007-2640-830	1	GASKET
0004-3318-850	4	SHAFT SEALING RING
0007-2732-830	1	GASKET
0007-2097-750	2	GASKET
0007-2200-750	1	GASKET
0007-2941-830	2	GASKET
0007-3733-830	1	GASKET
0007-2508-830	2	GASKET
0004-1576-328	4	PACKING CORD
0026-5915-170	1	SECURING RING
0011-6230-870	1	GROOVED BALL BEARING
0011-1030-880	1	CYLINDRICAL ROLLER BEARING

<b>Major Service (also includes minor parts) Continued</b>		
0026-2346-170	1	SECURING RING
0015-0129-010	2	ROLLING BEARING GREASE
0007-2926-830	2	GASKET
6985-0605-050	1	LOCTITE GLUE
0007-2924-830	1	GASKET

**Recommended spare parts**

<b>Part-No.</b>	<b>Quantity</b>	<b>Designation</b>
0007-2924-830	1	GASKET
0015-0038-000	3	LUBRICATING OIL
0015-0036-000	1	LUBRICATING OIL
0015-0104-080	1	LUBRICATING GREASE - TSCA Compliant
0004-2051-758	3	MOULDED GASKET
8418-1265-080	2	GASKET
8418-1265-130	2	GASKET
8418-1265-090	2	GASKET
0021-3969-810	1	SET OF NARROW V-BELTS
0004-2123-300	2	NILOS GASKET
0007-3244-750	2	GASKET
0004-3319-850	2	SHAFT SEALING RING
0007-3733-750	1	GASKET
0007-2020-750	1	GASKET
0007-2941-750	2	GASKET
0007-2649-750	2	GASKET
0004-3206-850	2	SHAFT SEALING RING
0007-2980-750	2	GASKET
0004-3122-300	2	NILOS GASKET
6985-0605-050	1	LOCTITE GLUE
0011-6222-950	1	GROOVED BALL BEARING
0011-7224-970	2	ANGULAR CONTACT BALL BEARING
0004-3167-830	1	SHAFT SEALING RING
0007-2640-830	1	GASKET
0004-3318-850	4	SHAFT SEALING RING
0007-2732-830	1	GASKET
0007-2097-750	2	GASKET
0007-2200-750	1	GASKET
0007-2941-830	2	GASKET
0007-3733-830	1	GASKET
0007-2508-830	2	GASKET
0004-1576-328	4	PACKING CORD
0026-5915-170	1	SECURING RING
0011-6230-870	1	GROOVED BALL BEARING

<b>Recommended spare parts continued</b>		
0011-1030-880	1	CYLINDRICAL ROLLER BEARING
0026-2346-170	1	SECURING RING
0015-0129-010	2	ROLLING BEARING GREASE
0007-2926-830	2	GASKET
6985-0605-050	1	LOCTITE GLUE
0007-2924-830	1	GASKET
0005-0868-000	1	PROXIMITY SWITCH
0005-1848-020	1	VIBRATION PICK-UP
0018-6203-848	10	PIPE
8690-3409-138	1	Oil air unit
8690-3981-000	1	Pump
0018-9503-300	1	Three way valve
0018-8290-560	1	Compressed air reducer

### Appendix 3 Customer Responsibilities

The Maintenance Agreement does not discharge WES Tri-City WWTP from their obligations to operate the machine in accordance with the operating and maintenance manuals and to observe the accident prevention regulations.

To assist us in providing the Minor and Major Service, maintain the proposed schedule minimizing both production down time and additional labor charges, WES Tri-City WWTP agrees to provide ready access to the equipment and safe working conditions along with the following:

- Customer shall provide one (1) qualified maintenance person to work side by side with the GEA service tech and assist with:
  - Hand cleaning of bowl parts (discs, etc.)
  - Clean up and disposal of all used oil and cleaning items
- Equipment Status: Machine shall be ready to be worked on at the agreed to starting time (not in production, not spinning down)
- Tools provided by customer (immediately available & in good working order)
  - Complete set originally supplied by GEA
  - Chain fall or similar lifting device, properly positioned and rated; the separator bowl located directly above the spindle with adequate ability to move or swing to safely raise and lower bowl assembly (as per GEA's Instruction manual "Operating separators safely: 9953-9001-000).
  - Bearing removal / installation tooling / devices: bearing/arbor press or 2-3 jaw puller, bearing induction heater or oil bath heater w/ clean oil (major overhaul)
- Parts
  - GEA or customer supplied service parts are on site at least a day prior to field service traveling.
  - WES Tri-City WWTP is responsible to ensure that any optional parts listed in the SLA (ex. slide ring packing, gears, support plate assembly, etc.) are on site. Additional labor or service expenses which may be required due missing parts will be charged to WES Tri-City WWTP.
- GEA will require the formal approval for additional labor charges or material costs due to any of the above points not being in place as agreed.

Exhibit C

GEA MECHANICAL EQUIPMENT US, INC.  
AMENDMENTS TO TERMS AND CONDITIONS

The following terms and conditions together with any additional or different terms contained in Seller's proposal ("Terms") form part of each purchase order or contract ("Contract") entered into by GEA Mechanical Equipment US, Inc. ("Seller") for its sale of services to a customer ("Buyer") and shall cover any preliminary work or engineering studies performed by Seller in connection with such Services. These Terms shall supersede and be substituted for any conflicting or similar provisions proposed by the Buyer in its terms and conditions in the Contract. Any payment received, or performance by, Seller under the Contract shall not be deemed to be Seller's assent to any conflicting or similar terms and conditions other than these Terms, and these Terms shall prevail. Payment made by Buyer shall be deemed to be Buyer's assent to these Terms. Buyer acknowledges that it is a sophisticated party, has had the opportunity to consult with attorneys and understands the legal and practical impact of these Terms and agrees to the same.


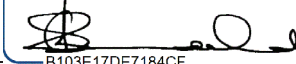
**Services Warranty.** Seller warrants that the services, including all materials ("Services") shall be in good working order and free from defects in materials and workmanship for a period of ninety days. This warranty of material and workmanship is the only warranty made by Seller and is in lieu of all other warranties and Seller disclaims on behalf of itself and its suppliers any and all implied warranties, including warranties of merchantability, fitness for a specific purpose (other than the purpose set forth in the contract), suitability or performance. This warranty shall not cover any defects arising from corrosion, abrasion, use of unsuitable lubricants, operation outside of prescribed temperature ranges, unauthorized changes, negligent operation, ordinary wear and tear, or any defects caused by the Buyer in not providing suitable premises in which the Services are located, adequate foundation works, or adequate protection against operating environment influences which may affect the Services. Seller's obligation under this warranty is strictly and exclusively limited to furnishing repairs or replacements for services, equipment or parts determined to be defective on inspection by an authorized representative of Seller. Seller assumes no responsibility and shall have no liability for any repairs or replacements by Buyer without Seller's prior written authorization.

**Damages.** In no event shall Seller or its suppliers be liable in contract or in tort or under any other legal context or theory, including negligence and strict liability, for any special, punitive, indirect, incidental or consequential damages of any kind or character, including, but not limited to, loss of use of productive facilities or goods, costs of product recall, plant downtime, damage to or loss of product, chemicals, catalysts, feedstock or other raw materials, loss of revenues or profits or loss under purchases or contracts made in reliance on the performance or non-performance of the Services, whether suffered by Buyer or any third party and in each case irrespective whether the damage in question is considered to be direct or indirect. Except for claims for bodily injury or property damage, Seller's and its suppliers' aggregate responsibility and liability, whether arising out of contract or tort or any other legal context or theory, including negligence and strict liability, all claims for breach of any warranty or guarantee, failure of performance or delay in performance by Seller or performance or non-performance of the Services shall not exceed the Contract price for the Services.

**Indemnification.** Seller shall indemnify Buyer for any claim that the Services infringe any United States apparatus patent or misappropriates any third party intellectual property rights. Indemnification is conditioned upon the indemnitee giving the indemnitor prompt written notice of such action, all necessary assistance in the defense thereof, and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action on behalf of the indemnitee. The indemnification obligations stated herein shall be the sole and exclusive indemnification obligations of either party.

**Miscellaneous.** No termination by Buyer for default shall be effective unless, within five (5) days after receipt by Seller of Buyer's written notice specifying such default, Seller shall have failed to initiate and pursue with due diligence correction of such specified default. Title to Services shall remain with Seller until fully paid for. Seller shall attempt to overcome but shall not be liable for any loss or damage from delay in delivery of any Services as a result of causes beyond the reasonable control of Seller. Unless otherwise agreed in writing, all right, title and interest in any inventions, developments, improvements or modifications of or for the Services shall remain with Seller. No changes shall be effective unless agreed to in writing by both parties.

**AGREED TO AND ACCEPTED BY:**

Seller: GE  Inc.  
Signed:  \_\_\_\_\_  
Name: Chris Sandiford  
Date: 4/16/2021

Buyer: \_\_\_\_\_  
Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_





Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Contract between Water Environment Services and Unison, Inc. for  
Digester gas conditioning media

<b>Purpose/Outcome</b>	<i>Provide conditioning media for the Tri-City WRR digester.</i>
<b>Dollar Amount and Fiscal Impact</b>	<i>\$200,000 annually with a Total Contract Value of \$1,000,000.</i>
<b>Funding Source</b>	<i>631-01-29100-437100</i>
<b>Duration</b>	<i>From execution through June 30, 2026.</i>
<b>Previous Board Action/Review</b>	<i>Issues hearing: March 4, 2021</i>
<b>Strategic Plan Alignment</b>	<p>1. This project supports the WES Strategic Plan to provide Enterprise Resiliency, Infrastructure Strategy and Performance and Operational Optimization.</p> <p>2. This project supports the County Strategic Plan of building a strong infrastructure that delivers services to customers.</p>
<b>Counsel Review</b>	<p>1. <i>Date of Counsel review: April 26, 2021</i></p> <p>2. <i>Initials of County Counsel: AK</i></p>
<b>Procurement Review</b>	1. Was the item processed through Procurement? Yes.
<b>Contact Person</b>	<i>Darren Eki,</i>
<b>Contract No.</b>	<i>3937</i>

**BACKGROUND:**

As part of the solids expansion project at the Tri-City WRRF, a Unison gas conditioning system was installed and is required in order to operate the new cogeneration engine/generator that will be used to both heat the plants digester's and produce power to run the plant. This system requires periodic media replacement and in order to maintain proper operation of the system, requires media that is compatible. Unison Solutions is the sole provider for the gas media in order to retain the engine/generator warranty.

WES anticipates media replacement between two (2) and four (4) times per year. Media and shipping prices will vary based on market prices and replacement schedule will be guided based on gas analysis provided by Unison. Due to the unknown schedule of media replacement, need

to potentially change media type based on gas analysis and volatile pricing, this contract will encompass all potential media Unison will provide for H2S, Siloxane and VOC removal.

**PROCUREMENT PROCESS:**

This project was identified and approved as a sole source purchase. Procurement and Contract Services advertised a Sole Source Notice in accordance with ORS 279B and LCRB Rules on March 24, 2021. The notice was active for 7 days and did not receive any protests.

**RECOMMENDATION:**

Staff recommends the Board approve the Contract with Unison Solutions, Inc. for the digester gas conditioning media.

Respectfully submitted,



[Greg Geist \(Apr 27, 2021 15:35 PDT\)](#)

Greg Geist  
Director, WES

Placed on the \_\_\_\_\_ Agenda by the Procurement Division.






# BCC Staff Report - Unison Solutions-Q

Final Audit Report

2021-04-27

Created:	2021-04-27
By:	Qudsia Sediq (QSediq@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcxA3pfrQtZSuup8Biehc2VMBJmlFh53

## "BCC Staff Report - Unison Solutions-Q" History

-  Document created by Qudsia Sediq (QSediq@clackamas.us)  
2021-04-27 - 7:53:29 PM GMT- IP address: 73.37.89.221
-  Document emailed to Greg Geist (ggeist@clackamas.us) for signature  
2021-04-27 - 7:53:55 PM GMT
-  Email viewed by Greg Geist (ggeist@clackamas.us)  
2021-04-27 - 10:34:43 PM GMT- IP address: 24.21.74.247
-  Document e-signed by Greg Geist (ggeist@clackamas.us)  
Signature Date: 2021-04-27 - 10:35:01 PM GMT - Time Source: server- IP address: 24.21.74.247
-  Agreement completed.  
2021-04-27 - 10:35:01 PM GMT



## GOODS AND SERVICES CONTRACT Contract #3937

This Goods and Services Contract (this “Contract”) is entered into between Unison Solutions, Inc. (“Contractor”), and Water Environment Services, a political subdivision of the State of Oregon (“District”), for the purposes of providing gas media.

### **I. TERM**

This Contract shall become effective upon signature of both parties and shall remain in effect until June 30, 2026. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County acting as the Governing Body for the District. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

### **II. SCOPE OF WORK**

This Contract covers the Scope of Work as described in the Scope of Work, attached and hereby incorporated by reference as Exhibit “A.” This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit “A”, and the Contractor’s Quote attached and hereby incorporated by reference as Exhibit “B.” Work shall be performed in accordance with a schedule approved by the District. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The District Representative for this contract is: Darren Eki.

### **III. COMPENSATION**

- 1. PAYMENT.** The District agrees to compensate the Contractor on a time and material basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed **two hundred thousand (\$200,000.00)** and the total Contract compensation shall not exceed **one million dollars (\$1,000,000.00)**.
- 2. TRAVEL EXPENSE REIMBURSEMENT.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 3. INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent District contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the District’s Representative at: [wes-payables@clackamas.us](mailto:wes-payables@clackamas.us).

### **IV. CONTRACT PROVISIONS**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and its duly authorized representatives shall have access to the books, documents, papers, and records of

Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of 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 FUNDS.** District certify that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the District's reasonable administrative discretion, to continue to make payments under this Contract.

**3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate District official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

**5. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**6. GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between 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.

**7. HAZARD COMMUNICATION.** Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon District's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.



**8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the 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.

**9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserve 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; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the 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; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

**10. INSURANCE.** Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

**A. COMMERCIAL GENERAL LIABILITY**

The Contractor agrees to furnish the District evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the District and 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 Contract. The general aggregate shall apply separately to this project / location. The District, at its option, may require a complete copy of the above policy.

**B. AUTOMOBILE LIABILITY**

The Contractor agrees to furnish the District evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The District, at its option, may require a complete copy of the above policy.

**C.** Contractor shall provide District a certificate of insurance naming the District and Clackamas County, and their officers, elected officials, agents, and employees additional insureds. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include the District and Clackamas County and their agents, officers, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the District in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the District under this insurance. This policy(s) shall be primary insurance

with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

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

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

**F.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the District. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

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

**11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for claims for property damage or bodily injury, the Contractor's liability shall not exceed the value of the Contract.

**12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or District at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against District, such facsimile transmission must be confirmed by telephone notice to District's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of 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 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 the 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.

**14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**A. Performance Warranty.** Contractor warrants that the goods provided to the District shall consistently perform according to the performance characteristics described in the Scope of Work.

**B. Service Warranty.** Contractor warrants that the services provided herein to the District, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and District's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the District to Contractor. The District agree to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warranty shall be deemed a material breach of this Contract.

**15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, 21, and all other terms and conditions which by their context are intended to survive termination of this Contract.

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

**17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, by operation of law or otherwise, without obtaining prior written approval from the District. 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 section and Sections 1, 8, 13, 15, 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. District may assign all or part of this Contract at any time without further permission required to the Contractor. District may assign all or part of this Contract at any time without further permission required to the Contractor.

**18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle 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, 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 District's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District 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 District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

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

**21. REMEDIES.** (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the District, less previous amounts paid and any claim(s) which the District has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to District on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the District shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to District all documents, 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 or objects or other tangible things needed to complete the work.

**22. 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.

**23. 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.

**24. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.

**25. 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.

**26. FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**27. 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.

**28. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**29. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or




damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the District except as to latent defects, fraud and Contractor's warranty obligations.

**30. INSPECTIONS.** Goods and services furnished under this Contract will be subject to inspection and test by the District at times and places determined by the District. If the District finds goods and services furnished to be incomplete or not in compliance with the District, the District, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the District at a reduced price, whichever the District deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the District, the District may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the District's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

**31. COOPERATIVE CONTRACTING.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the District only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the District accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the District consents to such use by any other public agency.

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

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Unison Solutions, Inc.  
  
Authorized Signature  
Date 4-19-2021

Jan M. Scott / President  
Name / Title (Printed)


(563) 585-0967  
Telephone Number

134145390  
Oregon Business Registry #

S-Corporation / Iowa  
Entity Type / State of Formation

Water Environment Services  
\_\_\_\_\_  
Chair Date

Recording Secretary

Approved as to Form:  
  
County Counsel Date 4/26/2021

## **EXHIBIT A SCOPE OF WORK**

As part of the solids expansion project at the Tri-City WRRF, a Unison gas conditioning system was installed and is required in order to operate the new cogeneration engine/generator that will be used to both heat the plants digester's and produce power to run the plant. This system requires periodic media replacement and in order to maintain proper operation of the system, requires media that is compatible.

WES anticipates media replacement between two (2) and four (4) times per year. Media and shipping prices will vary based on market prices and replacement schedule will be guided based on gas analysis provided by Unison. Due to the unknown schedule of media replacement, need to potentially change media type based on gas analysis and volatile pricing, this contract will encompass all potential media Unison will provide for H2S, Siloxane and VOC removal.

Vendor will provide to WES the following deliverables:

- H2S, Siloxane and VOC media determined by Unison Solutions, Inc. to meet the gas conditioning requirements of the cogeneration engine at the WES Tri-City WRRF.
  - Replacement foam filter for the H2S containment vessel.
- Testing solutions for gas analysis of the biogas produced by the Tri-City WRRF digesters.

Vendor will complete the following tasks/work elements for WES:

- Perform analysis of biogas to determine needed replacement schedule and type of H2S, Siloxane and VOC media. Biogas sample will be provided to Unison Solutions, Inc. by WES following Unison Solutions, Inc. instructions.
- Delivery of media will be completed M-F with time and date to be approved by WES Operations Supervisor, Darren Eki.

WES will provide:

- Staff and lift truck necessary to unload media from delivery truck during normal business hours of 6:00am to 2:00pm M-F.
- Ensure facility is free and clear of obstructions in roadway and building during scheduled work times.

Fees will be according to Exhibit B:

- Orders will be placed at the time of need. All quotes will be inclusive of freight, FOB Destination.
- All media will be delivered to the Tri-City WRRF at 15941 S Agnes Ave., Oregon City, OR. 97045.

Payment will be made by WES to the Vendor upon:

- Satisfactory delivery and verification by WES Operations Supervisor, Darren Eki, that the media meets specifications of order.
- Invoices to be submitted with itemized costs should be sent to [wes-payables@clackamas.us](mailto:wes-payables@clackamas.us) for approval and payment upon delivery.

**EXHIBIT B  
CONTRACTOR'S QUOTE**

Date: 03/01/2021  
 Expires: 03/31/2021  
 Attn: Scott Morgan  
 Location: Oregon City, OR

Proposal Number: PM-121.1482\_Clackamus  
 Proposal Name: (301)Tri Cities media

Dear Scott,

Unison Solutions, Inc. is pleased to provide you with the following quote per your request for replacement removal media for your biogas conditioning system.

Description	Quantity	Unit Cost	Total
<b>H2S Removal Media</b>			
UNI-H2SK (Packaged in 2200 lb bulk bags)	13,200.00 lbs.	\$ 1.10 /lb.	\$ 14,520.00
98" Diameter Foam Filter (for 8' diameter vessel)	1.00	\$ 830.00 each	\$ 830.00
<b>Siloxane Removal Media</b>			
UNI-CC5V (Vessel 1 - VOC removal)	4,400.00 lbs.	\$ 2.85 /lb.	\$ 12,540.00
UNI-CL2V (Vessel 1 - Siloxane removal)	4,400.00 lbs.	\$ 3.40 /lb.	\$ 14,960.00
UNI-CL2E (Vessel 2 - Siloxane removal)	8,800.00 lbs.	\$ 3.65 /lb.	\$ 32,120.00
Packaged in 1100 lb bulk bags			
Shipping cost are very volatile at this point in time and have not added to the above pricing. Actual shipping costs will be determined at the time of order			<b>Grand Total: \$ 74,970.00</b>

**MEDIA: PRICING SUMMARY**

- Prices do not reflect any taxes that may be applicable and are valid for 30 days.
- Price does not include the following: labor for unloading media from the truck, disposal of spent media or labor for loading new media into vessels.
- Estimated delivery upon order receipt is 7- 21 days depending on the product availability.

**PAYMENT SCHEDULE**

- 100% upon order acceptance. Net 30 days on all payments.

Thank you for giving Unison Solutions the opportunity to propose our services. If you have any questions or require additional information, please contact me at your convenience.

Sincerely,  
 Kim Murdock-Timmerman  
 Unison Solutions, Inc.  
 563-585-0967



January 1, 2021

Re: Part number UNI-H2SK

To whom it may concern:

This letter is to confirm that the hydrogen sulfide removal media is a sole source product, sold and distributed exclusively by Unison Solutions, Inc. in the U.S. This product must be purchased directly by municipal and industrial digester institutions from Unison Solutions, Inc. at the following address:

Unison Solutions, Inc.  
5451 Chavenelle Rd.  
Dubuque, IA 52002

If you desire additional information, please feel free to contact me at 563-585-0967 or visit our website at [www.unisonsolutions.com](http://www.unisonsolutions.com). Thank you for your interest in our products.

Sincerely,

Kim Murdock-Timmerman  
Unison Solutions, Inc.





January 23, 2019

Re: Part numbers UNI-CL15E, UNI-CL2E, UNI-CL15V, UNI-CL2V, UNI-CL15X, UNI-CL2X, UNI-CL3X, UNI-CL3E and UNI-CL3V

To whom it may concern:

This letter is to confirm that the siloxane removal media is a sole source product, sold and distributed exclusively by Unison Solutions, Inc. to meet the requirements of their biogas conditioning system. This product must be purchased directly by institutions from Unison Solutions, Inc. at the following address:

Unison Solutions, Inc.  
5451 Chavenelle Rd.  
Dubuque, IA 52002

If you desire additional information, please feel free to contact me at 563-585-0967 or visit our website at [www.unisonsolutions.com](http://www.unisonsolutions.com). Thank you for your interest in our products.

Sincerely,

Kim Murdock-Timmerman  
Unison Solutions, Inc.