

AGENDA

Thursday, May 17, 2018 - 10:00 AM

BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2018-33

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY PUBLIC HEARING

1. Public Hearing and Approval of a Resolution No. 1930 for Exemption and Authorization to use the Request for Proposal Method to Obtain a Construction Manager/General Contractor for the Hillside Manor Renovation Project (Chuck Robbins, Director)

II. HOUSING AUTHORITY CONSENT AGENDA

1. Approval to Enter into a Housing Assistance Payment (AHAP) Contract with Northwest Housing Alternatives Campus Redevelopment Limited Partnership for their Campus Redevelopment Project
2. Approval to Apply for Family Unification Program Vouchers through the Notice of Funding Availability (NOFA) Years 2017 and 2018
3. Approval to Apply for Additional Mainstream Vouchers through the Notice of Funding Availability (NOFA)

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

IV. PUBLIC HEARINGS *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Board Order No. _____ for Boundary Change Proposal CL-17-019, Annexation to Clackamas County Service District No. 1, (Nate Boderman, County Counsel, Ken Martin, Boundary Change Consultant)
2. Board Order No. _____ for Boundary Change Proposal CL-18-001, Annexation to Clackamas County Service District No. 1, (Nate Boderman, County Counsel, Ken Martin, Boundary Change Consultant)
3. Board Order No. _____ for Boundary Change Proposal CL-18-002, Annexation to Sunrise Water Authority, (Nate Boderman, County Counsel, Ken Martin, Boundary Change Consultant)

Service District No. 5 (Street Lighting)

Wendi Coryell, Dept. of Transportation & Development will present each Assessment Area

4. Board Order No. _____ Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 13-17, Self-Storage Building
5. Board Order No. _____ Forming a Three Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 45-17, Three Lot Partition
6. Board Order No. _____ Forming a 4-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 40-17, 4-Lot Subdivision
7. Board Order No. _____ Forming a 8-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 69-17, Hunters Meadow 8-Lot Subdivision
8. Board Order No. _____ Forming a 50-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 08-17, Stella Heights 50-Lot Subdivision
9. Board Order No. _____ Forming a 25-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 19-17, Creekside Terrace 25-Lot Subdivision
10. Board Order No. _____ Forming a 58-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 42-16, Jackson Hills 4 58-Lot Subdivision
11. Board Order No. _____ Forming a 6-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 64-17, Laurie Ave. Petition

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

A. Health, Housing & Human Services

1. Approval of a Construction Contract with Oregon Underground for the Virgil Road Waterline Project in Colton - *Housing & Community Development*
2. Approval of Intergovernmental Agreement #4400003907 with Multnomah County, for the HIV Early Intervention and Outreach (EIO) project – *Public Health*
3. Approval for a Revenue Agreement with CareOregon for Trauma Informed Dental Care –*Health Centers*
4. Approval of a Professional, Technical, and Personal Services Contract with LifeWorks Northwest to provide Flexible Funding Services – *Behavioral Health*
5. Approval of a Professional, Technical, and Personal Services Contract with LifeWorks Northwest for Supported Employment Services to Uninsured and Indigent Residents – *Behavioral Health*
6. Approval of a Professional, Technical, and Personal Services Contract with LifeWorks Northwest for Supported Employment Services to HealthShare Medicaid Residents – *Behavioral Health*
7. Approval for the Public Health Division to Apply for the Public Health National Center for Innovations (PHNCI) – Innovation Diffusion Grant Opportunity – *Public Health*

B. Department of Transportation & Development

1. Resolution No. _____ Declaring the Public Necessity and Purpose for Acquisition of Rights-of-Way and Easements for the SE Torbank Road (River Road/Trolley Trail) Sidewalks Project and Authorizing Negotiations and Eminent Domain Actions
2. Approval of a Contract with North Santiam Paving Company for the Maple Lane Paving Package - *Procurement*
3. Authorization to Purchase Rodda Paint For Road Striping Paint -*Procurement*

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of a Contract with 911 Supply, Inc. for Uniforms for Clackamas County Sheriff's Office – *Procurement for CCSO*

D. Administration

1. Approval of Amendment No. 4 to the Personal Services Contract with Managing Results LLC for Strategic Planning Services for the Clackamas County Sheriff's Office, and Ratifying Payments for Previously-Performed Work - *Procurement*

E. Business & Community Services

1. Approval of an Agreement with Mackenzie Engineering, Inc. for the Development of a Clackamas County Employment Land Strategy - *Procurement*

F. Technology Services

1. Approval to Add 4 Additional Fiber Connections to the Intergovernmental Agreement between Clackamas Broadband eXchange and the North Clackamas School District

VI. WATER ENVIRONMENT SERVICES

(Service District No. 1)

1. Approval of an Intergovernmental Agreement with Portland State University Regarding Oregon Consensus
2. Approval of a Contract with Kennedy/Jenks Consultants, Inc. for the Tri-City Hypochlorite Disinfection and Standards Update - *Procurement*

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

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

COPY

May 17th, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Public Hearing and Approval of Resolution No. 1930 for Exemption and Authorization to use the Request for Proposals Method to Obtain
a Construction Manager/General Contractor for the Hillside Manor Renovation Project

Purpose/Outcomes	Public Hearing before the governing body of the Housing Authority of Clackamas County and Approval of Resolution No. 1930 on the Proposed Exemption and Authorization to use the Request for Proposals procurement method to obtain a Construction Manager/General Contractor (CM/GC) for the Hillside Manor Renovation Project
Dollar Amount and Fiscal Impact	The Hillside Manor Renovation has a construction budget of approximately \$15,000,000
Funding Source	Pending Awards: 9% Low Income Housing Tax Credit ("LIHTC"), Clackamas County HOME, Housing Trust Fund, Multi Family Energy Program and Private Debt
Duration	If Resolution #1930 is approved, a Request for Proposal for a CM/GC will be issued in June of 2018, with a contractor selected by September 2018. The CM/GC involvement would begin in September 2018 until construction is complete, approximately December of 2020.
Previous Board Action	<ul style="list-style-type: none"> • Approval to apply to the Rental Assistance Demonstration Program for the Hillside Manor and Hillside Park properties. • Approval to apply for a 9% Low Income Housing Tax Credit funding for the Renovation of Hillside Manor.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins, HACC Executive Director 503-650-5666

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department, is requesting an exemption from the traditional competitive procurement process and authorization to use the Request for Proposals procurement method to obtain a Construction Manager/General Contractor (CM/GC) for the Hillside Manor Renovation Project.

The Public Hearing satisfies requirements under ORS 279C.355 to provide notice and the opportunity for a public hearing when an exemption to use the Request for Proposals method for construction contracting is sought by a public agency. Clackamas County Procurement placed a Public Notice on the County's procurement website on April 30, 2018, and with the Business Tribune online edition on April 30, 2018 and its print version on May 4, 2018, which included the date and time of a Public Hearing to take place before the Board of the Housing Authority of Clackamas County (HACC Board).

Hillside Manor is a 9-story, 100-unit, concrete structure built in 1970, owned and operated by HACC since its original construction. Located at 2889 SE Hillside Ct, in Milwaukie Or., Hillside Manor has excellent access to transit and a variety services. The building is home to seniors

Healthy Families. Strong Communities.

and people with disabilities, and has been operated under the U.S. Department of Housing and Urban Development's Public Housing program since it was built.

HACC is beginning a revitalization and redevelopment process for its aging Public Housing communities. The mechanism for achieving this revitalization is through the U.S. Department of Housing and Urban Development's ("HUD") Rental Assistance Demonstration ("RAD") program. RAD allows for Public Housing properties to convert to Section 8 project based voucher subsidy. This conversion allows HACC to leverage debt and other sources of financing to achieve rehabilitation and redevelopment.

RAD is a necessary program given waning federal support, mounting capital needs, and growing demand for affordable housing. Without this conversion tool, HACC's ability to invest in its Public Housing portfolio is severely limited. HACC received RAD approval from HUD to begin its Public Housing conversion process at the Hillside Manor community in Milwaukie, OR.

The proposed Hillside Manor Renovation project (Project) has been developed and refined by the RAD consultant, Architect, Structural, Mechanical and Electrical engineers as well as Property Management. The scope of work anticipates replacing and upgrading aging building systems within the existing structure while the residential building is partially occupied. The proposed scope of work includes rehabilitating the existing elevators, incorporating seismic upgrades, replacing the original plumbing piping and fixtures, upgrading and repairing the existing HVAC system, bringing the electrical system up to current code, abating materials with asbestos and replacing interior finishes and cabinetry.

Because of the intricate nature of the proposed scope of work, along with the substantial relocation efforts necessary to complete the work, a CM/GC is the preferred project delivery methodology. The current construction budget is estimated to be approximately \$15 million dollars.

A CM/GC is an alternative form of contracting that results in an agreement with a CM/GC contractor who becomes involved at a much earlier point in the Project compared to the traditional method. This early involvement allows the contractor to provide input during the design phase and accelerate the overall construction schedule. The CM/GC contractor undertakes a scope of work that includes design development; constructability reviews; value engineering; scheduling; estimating; sub-contracting procurement and coordination; establishing a Guaranteed Maximum Price ("GMP") to complete the work as may be allowed under the contract; coordinating and managing the building process; general contractor expertise; and participating as a member of the project team along with HACC staff, project architects and engineers, and other consultants.

Once HACC has been approved to use the CM/GC process the following competitive process will be used to select the CM/GC Contractor:

1. Publicly advertise a Request for Proposal ("RFP").
2. The contractor will be selected through an evaluation process that will consider qualifications, construction team experience and will include both a technical proposal and fee proposal.
3. The submitted proposals will be reviewed and scored by the Selection Committee. Points will be awarded based on the relative merit of the information provided in response to the solicitation. The highest rated response in each area

Healthy Families. Strong Communities.

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

www.clackamas.us

will be given the maximum number of points available. HACC may ask proposers to make oral presentations to discuss and clarify the submitted proposal.

4. The Selection Committee will provide a recommendation to the Board of HACC for their consideration.

The anticipated cost savings from the exemption to use the Request for Proposals Method to Obtain CM/GC Construction Services is as follows:

1. The CM/GC approach will provide for an accelerated Project timeline that will assist HACC in addressing the critical scope of work items quickly at Hillside Manor, while meeting critical financial milestones required by third parties.
2. The selection of construction methods and sequencing will benefit the Project significantly by involving a single entity for both management and construction of the site improvements. The CM/GC approach provides HACC with many alternative approaches to the Project. Therefore, it is less likely that an optimal solution will be overlooked due to time and resource constraints.
3. Project costs may be lower because of the close working relationship between the designer and constructor. This may lead to incorporation of more economical design features and the application of cost-saving construction methods while optimizing the final product within the Project budget.
4. The Project may proceed more efficiently because designers and contractors are members of the same team thereby fostering a cooperative exchange of ideas. This dynamic will allow for design efficiencies to be woven into the construction process and allow for resolution of design issues that arise during construction.
5. HACC gains the opportunity to fix the total project cost early in the process cooperatively with the CM/GC team.
6. HACC's administrative burden for the Project is reduced by conducting one solicitation for the project, as opposed to conducting multiple solicitations for a design/ bid/ build approach.
7. One of the highest potential areas for claims filed by subcontractors, or excessive bid costs involves issues related to perceived schedule difficulties, delays and disruptions in the workflow. This type of project is especially prone to such problems if not continually and carefully supervised. Construction expertise and considerations for constructability are incorporated into the Project because the CM/GC is working closely with the design team and HACC. Resolution of construction conflicts or deficiencies is the responsibility of the CM/GC entity, not HACC.

RECOMMENDATION:

Staff respectfully recommends the HACC Board take the following actions:

- 1) Hold a Public Hearing to provide the opportunity for members of the public to provide statements related to the request for an exemption.

Healthy Families. Strong Communities.

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

www.clackamas.us

- 2) Direct Housing Authority staff to make any changes necessary to the proposed exemption as a result of the Board's consideration of any testimony received.
- 3) Barring the need for significant revisions to the exemption findings, proceed with approval of Resolution No. 1930 by the HACC Board on May 17th, 2018.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

BEFORE THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

In the Matter of Approving a Resolution
Granting Exemption from Competitive
Bidding for the Hillside Manor Renovation
Project by Means of a Construction
Manager/General Contractor and
Authorizing Selection by Request for
Proposals

Resolution No. 1930

WHEREAS, the Board of the Housing Authority of Clackamas County ("Board") acts as the local contract review board for the Housing Authority of Clackamas County ("HACC"), and in that capacity, has authority to exempt certain contracts from the competitive bidding requirements of ORS Chapter 279C; and

WHEREAS, ORS 279C.335 provides a process for exempting certain contracts from competitive bidding and authorizes the selection of a contractor through the request for proposal ("RFP") process; and

WHEREAS, draft findings, attached hereto as Exhibit A and incorporated herein ("Findings"), addressing competition, operational, budget and financial data, public benefits, value engineering, specialized expertise required, market conditions, technical complexity, public safety and funding sources recommended by the HACC were available 14 days in advance of the public hearing on this Resolution as related to the Hillside Manor Renovation Project ("Project"); and

WHEREAS, the Findings also highlight the public benefits of using the Construction Manager/General Contractor method of contracting for the Project;

WHEREAS, the Board has reviewed the Findings and is satisfied with the supporting information and materials that has been provided to justify the application of the exemption and the use of the RFP process in its place;

NOW THEREFORE, BE IT RESOLVED BY BOARD OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY THAT:

1. The Board adopts the Findings, as set forth in Exhibit A to this Resolution, and makes the following additional findings:
 - a. The exemption from competitive bidding will promote competition and will not encourage favoritism, because the contractor will be chosen by the RFP process, and the major portion of the construction work may be performed by subcontractors chosen by competitive bidding.
 - b. The exemption from competitive bidding is likely to result in substantial cost savings to HACC, for the reasons set forth in the adopted Findings.

BEFORE THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

In the Matter of Approving a Resolution
Granting Exemption from Competitive
Bidding for the Hillside Manor Renovation
Project by Means of a Construction
Manager/General Contractor and
Authorizing Selection by Request for
Proposals

Resolution No. 1930
(Cont'd)

2. The Board authorizes the Housing Authority of Clackamas County to proceed with the procurement of Construction Manager/General Contractor services for the Project using the Request for Proposals process in accordance with the Attorney General Model Rules under ORS 279A.065(3).

ADOPTED this 17 day of May, 2018.

HOUSING AUTHORITY OF CLACKAMAS COUNTY BOARD:

Chair

Recording Secretary

Exhibit A

Findings – Hillside Manor Renovation Project

FINDINGS IN SUPPORT OF USE OF REQUEST FOR PROPOSALS AND ALTERNATIVE CONTRACTING METHODS

Revised 5/3/2018

These Findings are for the exemption for the Housing Authority of Clackamas County's ("HACC") Hillside Manor Renovation Project ("Project") from the traditional competitive procurement process and authorizing the use of an alternative competitive procurement method using the request for proposals ("RFP") process.

A. HACC recommendation for an exemption from the traditional bidding process and authorization to use the alternative RFP competitive procurement process for the Project

Oregon law requires all contracts for public improvement projects be based on competitive bids unless the local contract review board grants an exemption under ORS 279C.335. ORS 279C.335(2) requires the local contract review board to approve two findings submitted by the agency: (1) that the exemption is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition; and (2) awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the public agency.

ORS 279C.335 allows for the exemption of a specific public improvement contract or a class of public improvement contracts from the traditional competitive bidding requirement. For this Project, HACC is requesting an exemption of a specific public improvement contract.

For public improvement projects, ORS 279C.330 and 279C.335 provide that the agency must consider the type, cost and amount of the contract(s) and information regarding the following:

- a. Operational, budget and financial data;
- b. Public benefits;
- c. Value engineering;
- d. Specialized expertise required;
- e. Public safety;
- f. Market conditions;
- g. Technical complexity; and
- h. Funding sources;

This request is to approve a Project specific exemption from the traditional competitive procurement process and authorizing the use of an alternative competitive procurement method using the request for proposals ("RFP") process.

The local contract review board also is required to consider the following items when evaluating whether award of a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the public agency:

- a. How many persons are available to bid;
- b. The construction budget and the projected operating costs for the completed public improvement;
- c. Public benefits that may result from granting the exemption;
- d. Whether value engineering techniques may decrease the cost of the public improvement;

- e. The cost and availability of specialized expertise that is necessary for the public improvement;
- f. Any likely increases in public safety;
- g. Whether granting the exemption may reduce risks to the contracting agency or the public that are related to the public improvement;
- h. Whether granting the exemption will affect the sources of funding for the public improvement;
- i. Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;
- j. Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement;
- k. Whether the public improvement involves new construction or renovates or remodels an existing structure;
- l. Whether the public improvement will be occupied or unoccupied during construction;
- m. Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and
- n. Whether the contracting agency has and will use contracting agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.

B. Background Information

HACC is beginning a revitalization and redevelopment process for its aging public housing communities. The mechanism for achieving this revitalization is through the U.S. Department of Housing and Urban Development's ("HUD") Rental Assistance Demonstration ("RAD") program. RAD allows for Public Housing properties to be converted to a Section 8 project based voucher subsidy, and enables the Housing Authority to leverage debt and other sources of financing to achieve rehabilitation and redevelopment.

RAD is a necessary program given waning federal support, mounting capital needs, and growing demand for affordable housing. Without this conversion tool, HACC's ability to invest in its public housing portfolio is severely limited.

HACC has received RAD approval from HUD to begin its public housing conversion process at its Hillside Public Housing community in Milwaukie, OR. The first phase of the RAD conversion is the rehabilitation of Hillside Manor, a 9 story, 100-unit building that provides housing to the elderly and people with disabilities.

HACC is embarking on a strategic redevelopment and revitalization effort for its public housing portfolio to meet the growing demand for affordable housing and replace aging, inefficient units. The housing production goal for the County is 2,000 new affordable units by 2027, and participation in the RAD program is crucial to meeting this goal.

Currently over 4,000 households are on the waiting list to access affordable housing through Clackamas County's Public Housing and Section 8 Voucher programs. HACC can no longer justify the underutilization of its assets while amidst a region-wide affordable housing crisis.

Through redevelopment of its public housing communities, HACC can achieve nearly half of its development production goal, with acquisition of vacant land and existing multi-family properties comprising the remaining development strategy.

The proposed Project is one that has been developed and refined by the RAD consultant, Architect, Property Management, as well as Structural, Mechanical and Electrical engineers. The scope of work is one that anticipates replacing and upgrading aging building systems within the existing structure while the residential building is partially occupied. The proposed scope of work includes replacing the existing elevators, incorporating a seismic upgrade, replacing the original plumbing piping and fixtures, upgrading and repairing the existing HVAC system, bringing the electrical system up to current code, abating materials with asbestos and replacing interior finishes and cabinetry much of which is still original to the building.

Because of the intricate nature of the proposed scope of work, along with the substantial relocation efforts necessary to complete the work, a CM/GC is the preferred project delivery methodology for the project.

The CM/GC method is where the owner hires the construction contractor to provide feedback during the design phase before the start of construction. The benefits of the CM/GC methods include fostering innovation, mitigating risk, improving design quality, improving cost control, and optimizing construction schedules. The other benefit of the CM/GC method is that the design firm and construction contractor will develop of guaranteed maximum price (“GMP”) that ensures the Project is completed within scope, timeline and budget.

The Hillside Manor Renovation process is complex due to many factors. The nature of the scope of work is such that it will take time for a contractor to understand the inner workings of the existing building. The schedule requirements that are a part of the financing obligations requires a timely transfer between design and implementation. Packaging and marketing the construction procurements, which will include HACC’s economic equity requirements (prevailing wage, workplace apprenticeship and minority, women, and emerging small business outreach and Section 3 requirements) to meet the demands of a busy construction marketplace add complication. Lastly, the nature of occupied rehabilitation work itself adds to the initiative’s complexity.

These elements suggest that maximum flexibility and an agile approach must be in place to support this initiative’s success. One element of this flexibility is the ability to employ alternative contracting methods such as CM/GC. A contract specific exemption for this Project would provide that flexibility to the County Procurement and HACC staff to undertake this alternative procurement process. Notwithstanding, the contract specific exemption being in place, the contractor procurement will go through a formal RFP procurement process and the resulting construction contract would be presented to the Board for its review and approval. Based on the Hillside Manor Renovation’s complications and complexities, County Procurement and HACC staff recommend a contract specific exemption to the procurement process for this Project and authorize the use of the CM/GC contracting method.

C. Findings

1. Appropriate alternative procurement method will be used.

The qualifications-based request for proposals (“RFP”) process for selecting contractors for this contract specific exception falls squarely within the purview of ORS 279C.335(2)

because the process is competitive and contractors will be selected based not only on price but also on their ability to best complete the Project. The RFP process is widely used and recognized as one of the preferred alternative approaches where, as here, the projects are technically complex, time-constrained, and involve renovation work. In addition, time-constrained renovation projects are often targeted for the RFP process (rather than the competitive bid process) because of the intricacies related to the short schedule and extensive coordination issues that arise in such projects. HACC anticipates using one-step RFP processes for the solicitations covered under this contract specific exemption. However, the actual RFP processes will be set out in each solicitation document and may include other competitive processes allowed under Oregon law.

2. No favoritism or diminished competition.

To assure HACC's Board of Commissioners that this exemption does not encourage favoritism or substantially diminish competition, a well-defined, very competitive procedure will be followed to select the contractor for this public improvement contract.

The steps taken to ensure maximum competition and fair opportunity for this public improvement contract will include advertisements in the Business Tribune, local community newspapers (as applicable), postings on the County and HACC's internet web page, and State of Oregon procurement website (aka ORPIN). Further steps include direct outreach to qualified CM/GC contractors, scheduling a pre-proposal conference for the proposal process, and appointment of unbiased evaluation committee that will consider proposals received utilizing the criteria identified in the RFP. HACC staff believes that market conditions are such that many of the same contractors who would bid the project under a traditional competitive bid procurement will compete in the qualifications-based RFP process.

Additionally, during the subcontractor bidding phases of the project, outreach to the minority, women-owned, and emerging small business ("MWESB") and Section 3 community, will be conducted to inform this audience of bidding opportunities.

By marketing these opportunities and working to notify all likely potential respondents, HACC will implement a process that does not encourage favoritism in the awarding of this class of public contracts nor substantially diminish competition. Use of alternative contracting methods will also allow HACC to identify prime contractors prior to award of any construction subcontracts so that HACC can work with contractors to maximize opportunities for participation by all potential subcontractors, including MWESB and Section 3 businesses.

In addition, HACC will form an evaluation committee to review the prospective contractor's proposals in detail, conduct interviews if desired, and make recommendations for awards based on specific evaluation criteria set forth in the RFP.

The evaluation criteria may include, among other things, consideration of the contractor's background, references, experience, capacity, personnel, client relations, schedule, quality control, and problem and solution identification. In addition, the proposals will include, where appropriate, an evaluation of the contractors' fee proposals for providing preconstruction services and overhead and profit fee rates for performing construction work. The evaluation criteria will be used by the committee to score proposals using a

scoring system that quantifies the value for each criterion and assures that proposers are fairly evaluated based on criteria set forth in the RFP.

3. Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the public agency.

HACC's experience is that competitive-bid contracting for work of this nature is likely to result in numerous change orders and increased costs through claims. Construction delays can occur when the design requires "re-working" after a contractor is identified and when the maximum amount of benefits from value engineering are not realized. A competitive request for proposals procurement resulting in a CM/GC contract will allow HACC to select contractors based upon criteria in addition to price. It will allow selection of a contractor whose proven experience matches the nature of the required work, in both the design and the construction phases. CM/GC contracts are more easily structured to accommodate variable and changing conditions while minimizing costly, distracting, and disruptive change orders and claims.

By involving the contractor during design, HACC has the capacity to obtain real-time market pricing information. This pricing will facilitate more accurate assessment of design options and maximize opportunities for value engineering, resulting in cost savings that cannot be achieved by the traditional competitive-bid process. The involvement of the CM/GC contractor will allow phasing of the bidding and construction more effectively. This will significantly mitigate schedule impacts with a resulting cost savings in material/labor inflation and construction general conditions.

As the analysis of each of the below factors shows, award of this class of contracts for the Hillside Manor Renovation project pursuant to an exemption will result in substantial cost savings and other substantial benefits to HACC.

a. *How many persons are available to bid.*

Beyond the finding that many of the same contractors would bid on the projects if they were competitively bid, there are numerous contractors that would be interested in submitting bids or proposals for the projects.

b. *The construction budget and the projected operating costs for the completed public improvement.*

The construction budget totals approximately \$15,000,000, and was prepared by a third party construction cost estimator in conjunction with input from the Architectural and Engineering Team, RAD consultants and HACC staff. As the contract is established, the project budget will become fixed by a Guaranteed Maximum Price ("GMP") negotiation, including limited contractor's contingencies. The budgets will likely include a variety of public sources including Low Income Tax Credits, Clackamas County HOME and Housing Trust Fund, in addition to private debt. HACC will be able to minimize the risk of design changes, construction delays and claims to control the project budget more effectively with a CM/GC contractor. The CM/GC approach will allow the construction contractor's input simultaneous with design and will facilitate development of construction plans that minimize costs and impacts related to delayed construction schedules, bidding and materials procurement. Also, the contractors can provide real-time market pricing that will assist in design decisions. Lastly, in many instances the scope of work is uncertain and will

benefit from the close collaboration between the designer and the contractor during the design phase and result in a better and more complete scope of work, resulting in a better and more cost- effective final product.

A CM/GC contract will involve the construction contractor during the design phase. Involving the contractors early in the design process encourages increased collaboration that results in a more efficient design, fewer change orders attributable to design issues, and faster progress with fewer unexpected delays. This will allow HACC to better control costs because of timely real market pricing, constructability guidance and input from the contractors that will build the projects. Moreover, the ability to have the CM/GC do early work prior to completion of design shortens the overall duration of construction, resulting in less disruption to building occupants and neighboring property owners. A shortened construction duration also will allow HACC to more quickly bring housing units back into service, which will lessen the impact on HACC's rental revenue stream and generally benefit the public by limiting the amount of time that housing units are unavailable. Faster progress and an earlier completion date will also help HACC mitigate, to some extent, the risk of inflationary increase in materials and construction labor costs.

In addition, during constructability reviews, the selected contractors will review long-term operating costs and advise HACC regarding the operational advantages and disadvantages associated with design alternatives. An evaluation of these alternatives will result in projects with lower long-term operating and maintenance costs.

c. *Public benefits that may result from granting the exemption.*

Due to existing building occupancy, plans for work contemplated at Hillside Manor will require considerable flexibility daily to accomplish the desired results. A realistic, cost-effective construction approach that addresses these critical needs is necessary. Project financing will dictate constricted schedules, and repair/renovation work. HACC and the contractors must develop a plan before the start of construction that will allow the contractors to meet schedule imperatives while completing the required renovations and minimizing disruptions to residents.

In addition, collaboration with a qualified CM/GC contractor early in the project schedule allows the development of practical approaches that achieve high levels of participation by MWESB businesses, as well as Section 3 business, and allows collaboration with pre-apprenticeship programs to grow workforce opportunities.

Use of alternative contracting methods will allow HACC to identify contractors who can work with the public and maximize public benefits for these projects. CM/GC contracts allow the contractors to participate in the design process thereby resulting in the development of a safe and effective construction sequence that minimizes disruptions to building occupants and neighboring properties. Their valuable advice during design will result in better repairs and renovation to the properties. A shortened construction term will result in benefits to residents, nearby businesses and neighboring property owners. The public interests of maximizing participation of minority, women-owned and emerging small businesses and Section 3 businesses will be enhanced by use of either the design-build or CM/GC alternative process.

d. *Whether value engineering techniques may decrease the cost of the public improvement.*

Construction contractor input during the early design phase will facilitate the value engineering process. Options can be considered while the design is being finalized and with minimal issuance of change orders during construction. Since the contractor is directly involved in value engineering evaluations, unrealistic or impractical options can be dismissed quickly when appropriate. When it occurs, value engineering on competitively bid projects typically results in increased design costs because the completed design must be revised to accommodate the changes that result from value engineering. These additional costs may be avoided or limited under the CM/GC project delivery method.

Construction contractor input during design will provide the optimal value engineering process. The CM/GC project delivery method allows the construction contractor to work directly with the design team during the design process to incorporate value-engineering ideas in the most timely and efficient manner, resulting in lower project costs to HACC.

- e. *The cost and availability of specialized expertise that is necessary for the public improvement.*

It will be a requirement that the CM/GC have expertise in working on projects with similar size, scale and complexity of the proposed repairs and renovation; coordinating tenant relocation; and maintaining robust flexibility in daily planning.

A CM/GC project delivery method will allow HACC to identify contractors with the special expertise required. The traditional competitive-bid process does not ensure that the needed special expertise will be procured, because prospective bidders need meet only limited responsibility criteria. CM/GC contracts are the best methods to incorporate the flexibility needed to quickly respond to changing plans and conditions that are the hallmark of occupied rehabilitation work. The ability to consider each proposer's degree of expertise in these areas is an integral component of the proposal evaluation process.

- f. *Any likely increases in public safety.*

The contract will require the utmost attention to public safety as the risks associated with construction activities increase in residential communities and when the work site remains occupied. Surrounding neighbors include residential buildings, critical social services, and busy transit ways.

Hillside Manor is currently occupied and construction will require some level of resident coordination and relocation. Most of the residents include elderly and disabled persons who require additional assistance and consideration as they travel to and from their homes. Construction-generated staging, delivery, and parking activity will need to be considered in a comprehensive construction traffic safety and mitigation plan. Constant attention to needs of residents, neighbors and construction crews is crucial to maintaining a safe working and living environment for the residents, workers and the general public.

The contractor's actual safety performance on similar past projects is critical and will be evaluated as part of the proposal review process. A competitive CM/GC procurement affords HACC the best opportunity to select contractors with proven, successful safety records.

- g. *Whether granting the exemption will affect the sources of funding for the public improvement.*

Construction of the project will be funded through a variety of sources including Clackamas County HOME, Housing Trust Fund, and primarily, the sale of Low Income Housing Tax Credits (“LIHTC”). LIHTC financing is highly competitive and to ensure award of Tax Credits, a highly experienced and reputable general contractor is advantageous. In addition, this type of financing requires reporting of construction costs using a certain method. A contractor that is selected under the competitive bid process may not have the experience necessary to support the LIHTC financing.

Selection of a well-established, experienced CM/GC contractor would assist in attracting Tax Credit equity partners and the participation of lenders. The quality of the selected contractors and their proven ability to meet schedule requirements will help attract better pricing for private financing. The level of reporting and segregation of costs needed to support Tax Credit financed projects is substantial. Experience at these tasks will support the overall success of the projects.

- h. *Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement.*

Market conditions for residential construction in the Portland metro area are extremely busy, with rising construction costs and a tight labor market. General contractors can be much more selective in the work they pursue. It will be important to package this work in the most attractive manner to draw quality contractors and to eliminate as many barriers as possible.

Competitive CM/GC procurements will better enable HACC to manage construction bid risks within a robust construction market. HACC is more likely to attract experienced and capable general contractors using alternative contracting methods. In addition, these alternative contracting methods provide the advantages of real-time market pricing during design to inform material and equipment selection. In addition, an alternative contracting method will allow HACC to collaborate with the contractors concerning items such as subcontractor and supplier buy-out strategies and value engineering. Use of a traditional competitive-bid approach in a tight or rising cost construction market increases the risk bids will exceed budget, with limited options to address overages through scope reductions. When bids exceed budget, it causes delay and budget problems as staff work to find solutions to make the project viable. Any delays translate into additional costs due to increasing construction material costs and other associated costs. Use of the CM/GC delivery methods will enable HACC to better respond to market conditions in a manner that results in lower-cost projects.

- i. *Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement*

The work contemplated by the Hillside Manor Renovation project will be complex in its investigatory phase to arrive at final scope and coordination requirements due to the occupied nature of the property, equity contracting goals, and the necessity for a highly effective construction safety and mitigation plan. For example, performing work in occupied buildings involves complex phasing to ensure that critical life safety and other

building systems remain operational during construction. The contractors will be required to perform work daily in accordance with a schedule that meets contract deadlines driven by financing, and the needs of residents and neighbors. Selection of contractors with demonstrated experience and success on similar projects will result in substantially lower risk to HACC, building occupants, and the public generally.

Beyond the minimum requirements for bidder responsibility, a traditional competitive-bid procurement does not permit an in-depth evaluation a contractor's technical qualifications or proven ability to address complex technical issues, such as meeting critical deadlines, addressing needs of residents and neighbors, and maximizing participation by target MWESB and Section 3 businesses. Use of a RFP process will include several evaluation criteria in addition to price—allows HACC to evaluate a contractor's experience in similar work, including on-time performance, community, resident and governmental coordination, equity contracting requirements and the ability to successfully respond to minor work plan adjustments.

- j. *Whether the public improvement involves new construction or renovates or remodels an existing structure.*

The Project is a renovation of existing affordable housing units. There are a considerable number of uncertainties and technical complexities associated with this type of work due to the nature of renovating older buildings. For example, renovation projects frequently involve work in areas that were concealed or inaccessible during the design phase. When the work is performed, design and construction limitations in these previously inaccessible areas may be revealed, requiring additional design work and re-sequencing of work while revised designs are being prepared.

Because of these uncertainties, the opportunity to select the most qualified contractors, considering many factors, will help anticipate and avoid project problems and, as a result, realize substantial cost savings over the traditional competitive bid procurements where bid price is the only factor. In addition, the ability to perform so-called "early work" under CM/GC contracts may uncover latent conditions at the project site, enabling project designers to efficiently address design changes during the design phase, rather than during the construction phase.

The RFP process will allow HACC to give appropriate weight to proposers that are skilled and experienced in performing similar renovation work. Because of the nature of the renovation work, including but not limited to the potential for encountering latent conditions, it will be critical for HACC to select contractors with significant experience in renovation and remodel projects.

- a. *Whether the public improvement will be occupied or unoccupied during construction.*

It is expected that the Hillside Manor Renovation project will be partially occupied during construction. Accordingly, the project must continue to operate safely and be open to residents during construction. Use of the CM/GC delivery method will enable the project contractors to work with project designers, property managers and HACC during the project's design phase to identify and resolve potential conflicts and coordination issues related to, occupation of the projects during construction. These efforts include, without limitation developing construction staging plans, access corridors, and phasing plans to

mitigate potential impacts on project occupants. Under a traditional competitive-bid procurement, these types of pre-construction impact mitigation efforts on the part of the contractor are not possible. HACC expects that such mitigation efforts will increase efficiency and foster better relationships with building occupants, resulting in greater occupant satisfaction and cost savings.

- b. *Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions.*

It is expected that the construction efforts at Hillside Manor will be phased to minimize the impacts of tenant relocation. HACC will look to the CM/GC to determine the most appropriate phasing based on the scope of work. The CM/GC might determine that it's more appropriate to work floor by floor or the CM/GC might require that construction efforts occur vertically requiring the relocation of an entire wing.

In addition, the ability of the parties to perform "early work" before the design is completed, will allow the construction effort to be completed quicker. Moreover, where appropriate, early work may be performed to investigate concealed conditions and potentially uncover latent conditions that could impact the project's design, thus avoiding costly re-design work and change orders.

- c. *Whether the contracting agency has retained under contract, and will use contracting agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.*

HACC and County Procurement staff have experience completing similar projects using the CM/GC project delivery methods. HACC will work with County Counsel, in addition to outside legal counsel with specific expertise in CM/GC, and will retain consultants and designers with the necessary qualifications and expertise to negotiate, administer and enforce the terms of the public improvement contracts.

- d. *Funding sources*

Construction of the projects will be funded through a variety of sources including HOME, Housing Trust Fund, and primarily, the sale of Low Income Housing Tax Credits. Tax Credit financing is highly competitive and to ensure award of Tax Credits, a highly experienced and reputable general contractor is advantageous. In addition, this type of finance requires reporting of construction costs using a certain method. A competitive-bid contractor may not have the experience necessary to support the Tax Credit financing and financial reporting of construction costs.

Selection of a well-established, experienced CM/GC contractor would assist in attracting Tax Credit equity partners and the participation of lenders. The quality of the selected contractors and their proven ability to meet schedule requirements will help attract better pricing for private financing. The level of reporting and segregation of costs needed to support Tax Credit financed projects is substantial. Experience at these tasks will support the overall success of the projects.

E. Contract Terms and Conditions

The technical complexities and uncertainties of the projects make it critical for the contract to contain specific terms and conditions that will increase efficiency and result in reduced costs. The Project contract will be reviewed by legal counsel. The contract will contain, among other things, provisions for insurance, indemnification, payment and performance bonds, and requirements of Oregon Revised Statutes chapter 279C.

F. Reservation of Rights

ORS 279C.335(6) provides that the representations in and the accuracy of these findings are the basis for the contract specific exemption if adopted by a Board of Directors resolution. These findings also describe, to some extent, anticipated features of the resulting public improvement contract, but the final parameters of the contract are those characteristics that will be announced in the solicitation document, and HACC specifically reserves all of its rights in this regard.

F. Recommendation

A RFP process for a CM/GC contractor is the preferred option for the Hillside Manor Renovation Project. The RFP process will ensure that the selected contractor has the experience, expertise, and past performance to position the Hillside Manor Renovation contract for success. The RFP process will include practices to ensure that meaningful competition occurs and that favoritism is not an element of the selection. After the selection process, having the ability to use a CM/GC project delivery method will allow contractors collaborate in the design effort, yielding the most cost-effective and practical choices in design options while still allowing HACC to retain control of the design and costs. Perhaps most importantly, the CM/GC method will provide the flexibility to maintain minimal disruption to the community and residents, while meeting critical contract time frames established by the Tax Credit financing. All these factors will assist HACC in achieving fair and equitable selections of a contractor that will deliver both good design and successful repairs and renovation to the properties with minimal public impacts at the least total construction costs and within the most beneficial schedule. HACC staff therefore recommends adoption of a resolution exempting the public improvement contract from the traditional competitive procurement process and authorizing the use of an alternative competitive procurement method using the RFP process.

May 17, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to enter into a Housing Assistance Payment (AHAP) Contract with Northwest Housing Alternatives Campus Redevelopment Limited Partnership for their Campus Redevelopment Project

Purpose/Outcomes	Approval to enter into a AHAP Contract for 7 Project Based Vouchers units at Northwest Housing Alternatives (NHA) Campus Redevelopment
Dollar Amount and Fiscal Impact	\$155,280 maximum per year \$2,329,200 maximum total over 15 years
Funding Source	HUD Funds; No County General Funds used
Duration	June 1, 2018 – June 1, 2033 with an option to renew for 20 years
Previous Board Action	The Housing Authority of Clackamas County Board of Commissioners approved the award of 5 Project Based Vouchers on October 20, 2016 through Resolution #1916
Strategic Plan Alignment	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins - Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department, requests approval to enter into a Housing Assistance Payment (AHAP) Contract with NHA Campus Redevelopment Limited Partnership to complete the award of seven (7) Project Based Vouchers (PBV) for the Redevelopment of NHA's campus. HUD requires a two-step process for PBV's to be awarded:

Step 1: Before construction can commence, the Housing Authority must enter an AHAP contract

Step 2: Once construction is complete the AHAP binds the Housing Authority to enter into the official Housing Assistance Payment (HAP) contract for the units approved for Occupancy.

HACC is requesting approval to enter into the first phase of the AHAP contract and subsequent approval to automatically enter into the formal HAP Contract upon completion of construction.

On August 19, 2016, NHA responded to a Request for Proposals with a project proposal to build 28 one, two and three-bedroom units that are affordable to households below 60% of the area median income. The Board approved the award of five (5) PBVs to NHA on October 20, 2016. Under the Housing Opportunity through Modernization Act (HOTMA), HACC was able to invoke its right to conditionally award 2 additional PBV, for a total of seven (7) PBVs.

HACC is prepared to enter into an AHAP contract at NHA's Campus Redevelopment. This agreement is required to secure PBV's before construction can begin and is needed for closing on the

development. Approval to enter into this AHAP contract automatically approves the final award in the HAP Contract as units are completed.

RECOMMENDATION:

Staff recommends the HACC Board approve the execution of the AHAP Contract, effective June 1, 2018. Additionally, staff recommends the Board authorize Richard Swift, H3S Director, to sign on behalf of the Housing Authority of Clackamas County all documents related to the AHAP and subsequent HAP contract upon construction completion.

Respectfully submitted,

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

Richard Swift, Director
Health, Housing and Human Services

**U.S. Department Of Housing And Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**PBV AGREEMENT TO ENTER INTO
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART I

This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

1.1 Parties

This Agreement to Enter into Housing Assistance Payments Contract (“Agreement”) is entered into between: Housing Authority of Clackamas County (“PHA”) and

NHA Campus Redevelopment Limited Partnership (“owner”).

1.2 Purpose

The owner agrees to develop the Housing Assistance Payments Contract (“HAP contract”) units to in accordance with Exhibit B to comply with Housing Quality Standards (“HQS”), and the PHA agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP contract with the owner of the contract units.

1.3 Contents of Agreement

This Agreement consists of Part I, Part II and the following Exhibits:

EXHIBIT A: The approved owner’s PBV proposal. (Selection of proposals must be in accordance with 24 CFR 983.51.)

EXHIBIT B: Description of work to be performed under this Agreement, including:

- if the Agreement is for rehabilitation of units, this exhibit must include the rehabilitation work write-up and, where the PHA has determined necessary, specifications and plans.
- if the Agreement is for new construction of units, the work description must include the working drawings and specifications.
- any additional requirements beyond HQS relating to quality, design and architecture that the PHA requires.
- work items resulting from compliance with the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205 and the accessibility requirements under section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23.

EXHIBIT C: Description of housing, including:

- project site.
- total number of units in project covered by this Agreement.
- location of contract units on site.
- number of contract units by area (size) and number of bedrooms and bathrooms.
- services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner.
- utilities available to the contract units, including a specification of utility services to be paid by owner (without charges in addition to rent) and utility services to be paid by the tenant.
- estimated initial rent to owner for the contract units.

EXHIBIT D: The HAP contract.

1.4 Significant Dates

- A. **Effective Date of the Agreement:** The Agreement must be executed promptly after PHA notice of proposal selection to the owner has been given. The PHA may not enter this Agreement with the owner until any required subsidy layering review has been performed and an environmental review has been satisfactorily completed in accordance with HUD requirements.
- B. A project may either be a single-stage or multi-stage project. A single-stage project will have the same Agreement effective date for all contract units. A multi-stage project will have separate effective dates for each stage.

**Single-stage project**

- i. Effective Date for all contract units: 5/1/18
- ii. Date of Commencement of the Work: The date for commencement of work is not later than 365 calendar days after the effective date of this Agreement.
- iii. Time for Completion of Work: The date for completion of the work is not later than 1095 calendar days after the effective date of this Agreement.

**Multi-Stage Project**

Enter the information for each stage upon execution of the Agreement for the corresponding stage.

STAGE	NUMBER OF UNITS	EFFECTIVE DATE	DATE OF COMMENCEMENT OF WORK	TIME FOR COMPLETION OF WORK

1.5 Nature of the Work

This Agreement is for **New Construction** of units to be assisted by the project-based voucher program.



This Agreement is for **Rehabilitation** of units to be assisted by the project-based voucher program.

1.6 Schedule of Completion

- A. **Timely Performance of Work:** The owner agrees to begin work no later than the date for commencement of work as stated in section 1.4. In the event the work is not commenced, diligently continued and completed as required under this Agreement, the PHA may terminate this Agreement or take other appropriate action. The owner agrees to report promptly to the PHA the date work is commenced and furnish the PHA with progress reports as required by the PHA.
- B. **Time for Completion:** All work must be completed no later than the end of the period stated in section 1.4. Where completion in stages is provided for, work related to units included in each stage shall be completed by the stage completion date and all work on all stages must be completed no later than the end of the period stated in section 1.4.
- C. **Delays:** If there is a delay in the completion due to unforeseen factors beyond the owner's control as determined by the PHA, the PHA agrees to extend the time for completion for an appropriate period as determined by the PHA in accordance with HUD requirements.

1.7 Changes in Work

- A. The owner must obtain prior PHA approval for any change from the work specified in Exhibit B which would alter the design or quality of the rehabilitation or construction. The PHA is not required to approve any changes requested by the owner. PHA approval of any change may be conditioned on establishment of a lower initial rent to owner as determined by PHA in accordance with HUD requirements.
- B. If the owner makes any changes in the work without prior PHA approval, the PHA may establish lower initial rents to owner as determined by the PHA in accordance with HUD requirements.
- C. The PHA may inspect the work during rehabilitation or construction to ensure that work is proceeding on schedule, is being accomplished in accordance with the terms of the Agreement, meets the level of material described in Exhibit B and meets typical levels of workmanship for the area.

1.8 Work Completion

- A. Conformance with Exhibit B: The work must be completed in accordance with Exhibit B. The owner is solely responsible for completion of the work.
- B. Evidence of Completion: When the work is completed, the owner must provide the PHA with the following:

1. A certification by the owner that the work has been completed in accordance with the HQS and all requirements of this Agreement.
2. A certification by the owner that the owner has complied with labor standards and equal opportunity requirements in the development of the housing. (See 24 CFR 983.155(b)(1)(ii).)
3. Additional Evidence of Completion: At the discretion of the PHA, or as required by HUD, the owner may be required to submit additional documentation as evidence of completion of the housing. Check the following that apply:

A certificate of occupancy or other evidence that the contract units comply with local requirements.

An architect or developer's certification that the housing complies with:

the HQS;

State, local or other building codes;

Zoning;

The rehabilitation work write-up for rehabilitated housing;

The work description for newly constructed housing; or

Any additional design or quality requirements pursuant to this Agreement.

1.9 Inspection and Acceptance by the PHA of Completed Contract Units

- A. Completion of Contract Units: Upon receipt of owner notice of completion of contract units, the PHA shall take the following steps:
 - 1. Review all evidence of completion submitted by owner.
 - 2. Inspect the units to determine if the housing has been completed in accordance with this Agreement, including compliance with the HQS and any additional requirements imposed by the PHA under this Agreement.
- B. Non-Acceptance: If the PHA determines the work has not been completed in accordance with this Agreement, including non-compliance with the HQS, the PHA shall promptly notify the owner of this decision and the reasons for the non-acceptance. The parties must not enter into the HAP contract at this point. However, work deficiencies may be corrected in accordance with Section 1.10 of this Agreement.
- C. Acceptance: If the PHA determines that the work has been completed in accordance with this Agreement, and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

1.10 Acceptance Where Work Deficiencies Exist

- A. If the PHA determines that work deficiencies exist, the PHA shall determine whether and to what extent the deficiencies are correctable, whether the units will be accepted after correction of the deficiencies, and the requirements and procedures (consistent with HUD requirements) for such correction and acceptance of contract units. The PHA shall notify the owner of the PHA's decision.
- B. Completion in Stages: When the units will be completed in stages, the procedures of this section shall apply to each stage.

1.11 Execution of HAP Contract

- A. Time and Execution: Upon acceptance of the units by the PHA, the owner and the PHA execute the HAP contract.

- B. **Completion in Stages:** When the units will be completed in stages, the number and types of units in each stage, and the initial rents to owner for such units, shall be separately shown in the HAP contract for each stage. Upon acceptance of the first stage, the owner shall execute the HAP contract and the signature block provided in the HAP contract for that stage. Upon acceptance of each subsequent stage, the owner shall execute the signature block provided in the HAP contract for such stage.
- C. **Form of HAP contract:** The terms of the HAP contract shall be provided in Exhibit D of this Agreement. There shall be no change in the terms of the HAP contract unless such change is approved by HUD headquarters. Prior to execution by the owner, all blank spaces in the HAP contract shall be completed by the PHA.
- D. **Survival of Owner Obligations:** Even after execution of the HAP contract, the owner shall continue to be bound by all owner obligations under the Agreement.

1.12 Initial Determination of Rents

- A. The estimated initial rent to owner shall be established in Exhibit C of this Agreement.
- B. The initial rent to owner is established at the beginning of the HAP contract term.
- C. The estimated and initial contract rents for each unit may in no event exceed the amount authorized in accordance with HUD requirements. Where the estimated or the initial rent to owner exceeds the amount authorized under HUD requirements, the PHA shall establish a lower estimated or initial rent to owner (as applicable), in accordance with HUD requirements.

1.13 Uniform Relocation Act

- A. A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.
- B. The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Payment of relocation assistance must be in accordance with HUD requirements.

- C The acquisition of real property for a project to be assisted under the project-based voucher program is subject to the URA and 49 CFR part 24, subpart B.
- D The PHA must require the owner to comply with the URA and 49 CFR part 24.
- E In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term "initiation of negotiations" means the execution of the Agreement between the owner and the PHA.

1.14 Protection of In-Place Families

- A In order to minimize displacement of in-place families, if a unit to be placed under HAP contract is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA's waiting list (if it is not already on the list) and, once its continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized unit in the project.
- B This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.
- C The term "in-place family" means an eligible family residing in a proposed contract unit on the proposal selection date.
- D Assistance to in-place families may only be provided in accordance with HUD requirements.

1.15 Termination of Agreement and HAP Contract

The Agreement or HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

1.16 Rights of HUD if PHA Defaults Under Agreement

If HUD determines that the PHA has failed to comply with this Agreement, or has failed to take appropriate action, to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under this Agreement, HUD may assume the PHA's rights and obligations under the Agreement, and may perform the obligations and enforce the rights of the PHA under the Agreement. HUD will, if it determines that the owner is not in

default, pay annual contributions for the purpose of providing housing assistance payments with respect to the dwelling unit(s) under this Agreement for the duration of the HAP contract.

1.17 Owner Default and PHA Remedies

A. Owner Default

Any of the following is a default by the owner under the Agreement:

1. The owner has failed to comply with any obligation under the Agreement.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the Agreement.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
 - A. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - B. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

B. PHA Remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the Agreement.

2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the Agreement include, but are not limited to: (i) terminating the Agreement; and (ii) declining to execute the HAP contract for some or all of the units.

C. PHA Remedy is not Waived

The PHA's exercise or non-exercise of any remedy for owner breach of the Agreement is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

1.18 PHA and Owner Relation to Third Parties

A. Selection and Performance of Contractor

1. The PHA has not assumed any responsibility or liability to the owner, or any other party for performance of any contractor, subcontractor or supplier, whether or not listed by the PHA as a qualified contractor or supplier under the program. The selection of a contractor, subcontractor or supplier is the sole responsibility of the owner and the PHA is not involved in any relationship between the owner and any contractor, subcontractor or supplier.
2. The owner must select a competent contractor to undertake rehabilitation or construction. The owner agrees to require from each prospective contractor a certification that neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in contracts by any Federal department or agency or the Comptroller General. The owner agrees not to award contracts to, otherwise engage in the service of, or fund any contractor that does not provide this certification.

- B. Injury Resulting from Work under the Agreement:** The PHA has not assumed any responsibility for or liability to any person, including a worker or a resident of the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any other action or failure to act by the owner, or any contractor, subcontractor or supplier.

- C. **Legal Relationship:** The owner is not the agent of the PHA and this Agreement does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractor or subcontractors used by the owner in the implementation of the Agreement.
- D. **Exclusion of Third Party Claims:** Nothing in this Agreement shall be construed as creating any right of any third party (other than HUD) to enforce any provision of this Agreement or the HAP contract, or to assert any claim against HUD, the PHA or the owner under the Agreement or the HAP contract.
- E. **Exclusion of Owner Claims against HUD:** Nothing in this Agreement shall be construed as creating any right of the owner to assert any claim against HUD.

1.19 PHA-Owned Units

Notwithstanding Section 1.18 of this Agreement, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

1.20 Conflict of Interest

- A. **Interest of Members, Officers, or Employees of PHA, Members of Local Governing Body, or Other Public Officials**
 - 1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or HAP contract.
 - 2. HUD may waive this provision for good cause.

- B. **Disclosure**

The owner has disclosed to the PHA any interest that would be a violation of the Agreement or HAP contract. The owner must fully and promptly update such disclosures.

1.21 Interest of Member or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of the Agreement or HAP contract or to any benefits arising from the Agreement or HAP contract.

1.22 Transfer of the Agreement, HAP Contract or Property

A. PHA Consent to Transfer

The owner agrees that the owner has not made and will not make any transfer in any form, including any sale or assignment, of the Agreement, HAP contract or the property without the prior written consent of the PHA. A change in ownership in the owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

B. Procedure for PHA Acceptance of Transferee

Where the owner requests the consent of the PHA for a transfer in any form, including any sale or assignment, of the Agreement, the HAP contract or the property, the PHA must consent to a transfer of the Agreement or HAP contract if the transferee agrees in writing (in a form acceptable to the PHA) to comply with all the terms of the Agreement and HAP contract, and if the transferee is acceptable to the PHA. The PHA's criteria for acceptance of the transferee must be in accordance with HUD requirements.

C. When Transfer is Prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

1.23 Exclusion from Federal Programs

A. Federal Requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

B. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

1.24 Lobbying Certifications

A. The owner certifies, to the best of owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the Agreement or HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

1.25 Subsidy Layering

A. Owner Disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

B. Limit of Payments

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

1.26 Prohibition of Discrimination

A. The owner may not refuse to lease contract units to, or otherwise discriminate against, any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age or familial status.

B. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959–1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–

1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

- C. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

1.27 PHA and HUD Access to Premises and Owner Records

- A. The owner must furnish any information pertinent to this Agreement as may be reasonably required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.
- B. The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the Agreement.

1.28 Notices and Owner Certifications

- A. Where the owner is required to give any notice to the PHA pursuant to this Agreement, such notice shall be in writing and shall be given in the manner designated by the PHA.
- B. Any certification or warranty by the owner pursuant to the Agreement shall be deemed a material representation of fact upon which reliance was placed when this transaction was entered into.

1.29 HUD Requirements

- A. The Agreement and the HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements. The owner agrees to comply with all such laws and HUD requirements
- B. HUD requirements are requirements that apply to the project-based voucher program. HUD requirements are issued by HUD Headquarters as regulations, Federal Register notices or other binding program directives.

1.30 Applicability of Part II provisions – Check all that apply

- Training, Employment and Contracting Opportunities
Section 2.1 applies if the total of the contract rents for all units under the proposed HAP contract, over the maximum term of the contract, is more than \$200,000.
- Equal Employment Opportunity
Section 2.2 only applies to construction contracts of more than \$10,000.
- Labor Standards Requirements
Sections 2.4, 2.8 and 2.10 apply when this Agreement covers nine or more units.
- Flood Insurance
Section 2.11 applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.

EXECUTION OF THE AGREEMENT

PUBLIC HOUSING AGENCY

Name (Print) Housing Authority of Clackamas County

By: _____


Signature of Authorized Representative

Official title (Print): Richard Swift, Director of Clackamas County Health, Housing & Human Services

Date: _____

OWNER

Name (Print) NHA Campus Redevelopment Limited Partnership

By: 

Signature of Authorized Representative

Official Title (Print): Martha McClennan, Authorized Representative

Date: 5/3/18

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**PBV AGREEMENT TO ENTER INTO
HOUSING ASSISTANCE PAYMENTS CONTRACT**

NEW CONSTRUCTION OR REHABILITATION

PART II

This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

2.1 Training, Employment and Contracting Opportunities

- (a) The project assisted under this Agreement is subject to the requirements of section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The owner shall carry out the provisions of section 3 and the regulations issued by HUD as set forth in 24 CFR part 135 and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement. This shall be a condition of the Federal financial assistance provided to the project, binding upon the owner, the owner's contractors and subcontractors, successors and assigns. Failure to fulfill these requirements shall subject the owner, the owner's contractors and subcontractors, successors and assigns to the sanctions specified by this Agreement, and to such sanctions as are specified by 24 CFR part 135.
- (b) The owner shall incorporate or cause to be incorporated into any contract or subcontract for work pursuant to this Agreement in excess of \$100,000 the following clause:
- (1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- (2) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, and shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 405e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible:
 - (i) preference and opportunities for training and employment shall be given to

Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

2.2 EQUAL EMPLOYMENT OPPORTUNITY

- (a) The owner shall incorporate or cause to be incorporated into any contract in excess of \$10,000 for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is to be performed pursuant to this Agreement, the following nondiscrimination clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by or at the direction of the Government advising the labor union or workers representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.
 - (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imported and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
 - (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- (b) The owner agrees to be bound by the above nondiscrimination clause with respect to his or her own employment practices when participating in federally assisted construction work.
 - (c) The owner agrees to assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the nondiscrimination clause and the rules, regulations, and relevant orders of the Secretary of Labor, to furnish HUD and the Secretary of Labor such information

as they may require for the supervision of such compliance, and to otherwise assist HUD in the discharge of HUD's primary responsibility for securing compliance.

- (d) The owner further agrees to refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the nondiscrimination clause as may be imposed upon contractors and subcontractors by HUD or the Secretary of Labor pursuant to the Executive Order. In addition, if the owner fails or refuses to comply with these undertakings, HUD may take any or all of the following actions; cancel, terminate, or suspend in whole or in part this Agreement; refrain from extending any further assistance to the owner under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the owner, and refer the case to the Department of Justice for appropriate legal proceedings.

2.3 RESERVED

2.4 HUD-FEDERAL LABOR STANDARDS PROVISIONS

The owner is responsible for inserting the entire text of section 2.4 of this Agreement in all construction contracts and, if the owner performs any rehabilitation work on the project, the owner must comply with all provisions of section 2.4. (Note: Sections 2.4(b) and (c) apply only when the amount of the prime contract exceeds \$100,000.)

(a)(1)(i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or

mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within the 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determinations or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractors under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such

violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due.

(3)(i) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4)(i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary

employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee

rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR part 3 which are incorporated by reference in this Agreement.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in section 2.4(a)(1) through (11) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section 2.4(a).

(7) Contract Terminations; Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

(10)(i) Certification of Eligibility. By entering into this Agreement, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Agreement are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Agreement to his employer.

(b) Contract Work Hours and Safety Standards Act. The provisions of this paragraph (b) are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work

done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for Unpaid Wages and Liquidated Damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

(c) Health and Safety. The provisions of this paragraph (c) are applicable only where the amount of the prime contract exceeds \$100,000.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The contractor shall comply with all regulations issue by the Secretary of Labor pursuant to Title 29 part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 *et seq.*
- (3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and

Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

2.5-2.7 RESERVED

2.8 WAGE AND CLAIMS ADJUSTMENTS

The owner shall be responsible for the correction of all violations under section 2.4, including violations committed by other contractors. In cases where there is evidence of underpayment of salaries or wages to any laborers or mechanics (including apprentices and trainees) by the owner or other contractor or a failure by the owner or other contractor to submit payrolls and related reports, the owner shall be required to place an amount in escrow, as determined by HUD sufficient to pay persons employed on the work covered by the Agreement the difference between the salaries or wages actually paid such employees for the total number of hours worked and the full amount of wages required under this Agreement, as well as an amount determined by HUD to be sufficient to satisfy any liability of the owner or other contractor for liquidated damages pursuant to section 2.4. The amounts withheld may be disbursed by HUD for and on account of the owner or other contractor to the respective employees to whom they are due, and to the Federal Government in satisfaction of liquidated damages under section 2.4.

2.9 RESERVED

2.10 EVIDENCE OF UNIT(S) COMPLETION; ESCROW

(a) The owner shall evidence the completion of the unit(s) by furnishing the PHA, in addition to the requirements listed in Part I of this Agreement, a certification of compliance with the provisions of sections 2.4 and 2.8 of this Agreement, and that to the best of the owner's knowledge and belief there are no claims of underpayment to laborers or mechanics in alleged violation of these provisions of the Agreement. In the event there are any such pending claims to the knowledge of the owner, the PHA, or HUD, the owner will place a sufficient amount in escrow, as directed by the PHA or HUD, to assure such payments.

(b) The escrows required under this section and section 2.8 of shall be paid to HUD, as escrowee, or to an escrowee designated by HUD, and the conditions and manner of releasing such escrows shall be designated and approved by HUD.

2.11 FLOOD INSURANCE

If the project is located in an area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Program, the owner agrees that: (1) the project will be covered, during the life of the property, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less; and (2) that it will advise any prospective purchaser or transferee of the property in writing of the continuing statutory requirement to maintain such flood insurance during the life of the property.

COPY

May 17, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to apply for Family Unification Program Vouchers through the
Notice of Funding Availability (NOFA) Years 2017 and 2018

Purpose/Outcomes	U.S. Department of Housing and Urban Development (HUD) is allowing Public Housing Authorities to apply for Family Unification Program (FUP) Vouchers to serve families impacted by Foster Care.
Dollar Amount and Fiscal Impact	\$456,000 per year
Funding Source	HUD Funds; No County General Funds used
Duration	10/24/2018 – 10/23/2019 (Annually Renewable)
Previous Board Action	None
Strategic Plan Alignment	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins - Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department, requests approval to apply for 50 Family Unification Program (FUP) Vouchers. FUP is a program that serves two groups:

1. Families who lack adequate housing and is the primary factor in the placement of the family's children in out-of-home care; or lack of adequate housing is delaying discharge of a child back to the family from out-of-home care; and
2. Youth not more than 24 years of age who left or are leaving foster care and are at risk of becoming homeless.

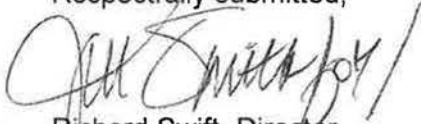
FUP Vouchers provide housing assistance under the Housing Choice Voucher program in partnership with the State Child Welfare Agency. The vouchers can be used to unify children with parents and/or to aid children who have left foster care (16-24 years old). It provides monthly rental assistance with services in partnership with the State Child Welfare agency to help youth become part of a stable home and work towards self-sufficiency. HACC qualifies to apply for 50 FUP Vouchers with a value of \$55,000 per year.

This program has never been awarded in Clackamas County and would be a great new resource for our County. If awarded, the FUP Vouchers would provide home security to our most vulnerable youth. To be eligible, HACC needs to memorialize the partnership with State Department of Child Welfare, by executing a Memorandum of Understanding (MOU).

RECOMMENDATION:

Staff recommends the Board's approval to apply for FUP Vouchers. Additionally, staff recommends the HACC Board authorize Chuck Robbins, HACC Executive Director, to sign on behalf of the Housing Authority of Clackamas County, all documents related to the FUP Notice of Funding Availability and MOU.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", written over a horizontal line.

Richard Swift, Director
Health, Housing & Human Services Department

May 17, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to apply for additional Mainstream Vouchers through the
Notice of Funding Availability (NOFA)

Purpose/Outcomes	U.S. Department of Housing and Urban Development (HUD) is allowing Public Housing Authorities to apply for Mainstream Vouchers that provide rental assistance to non-elderly disabled families
Dollar Amount and Fiscal Impact	Minimum value of \$75,000 per year
Funding Source	HUD Funds; No County General Funds used
Duration	08/07/2018 – 08/06/2019 (Annually Renewable)
Previous Board Action	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins - Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

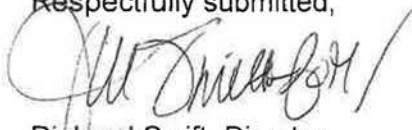
BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department, requests approval to apply for additional Mainstream Vouchers. HACC currently operates a program of 75 Mainstream vouchers. The Mainstream Voucher Program serves non-elderly disabled households. This can be the head of household, co-head or a family with disabled children. Given our current housing crisis, more rental assistance is needed and HACC wishes to apply to increase the number of vouchers available to Clackamas County residents and assist more families in need of subsidized rental assistance. HUD has not awarded new Mainstream since 2005 and it is a rare opportunity to be able to apply this year.

RECOMMENDATION:

Staff recommends the HACC Board approves the submittal of an application for additional Mainstream Vouchers. Additionally, staff recommends the HACC Board authorize Richard Swift, H3S Director, to sign on behalf of the Housing Authority of Clackamas County, all documents related to the Mainstream NOFA.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services Department



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING

205 I KAEN ROAD OREGON CITY, OR 97045

May 17, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
Assistants

Approval of a Board Order for Boundary Change Proposal
No. CL 17-019, Annexation to Clackamas County Service District No. 1

Purpose/Outcomes	Conduct Public Hearing/Approve Order
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Duration	Permanent
Previous Board Action	None
Strategic Plan Alignment	Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries
Contact Person	Ken Martin, Boundary Change Consultant - 503 222-0955 Nate Boderman, Assistant County Counsel
Contract No.	Not Applicable

BACKGROUND:

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Clackamas County Service District No. 1 is such a district.

Proposal No. CL 17-019 is a proposed annexation to Clackamas County Service District No. 1 ("District").

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation. Also as required by statute (ORS 198.720(1)) the City of Happy Valley has approved this petition.

This proposal was initiated by a consent petition of property owners. The petition meets the requirement for initiation set forth in ORS 198.857, ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the eastern part of the District. The territory contains 6.86 acres, 1 commercial structure, and is valued at \$2,000,000.

REASON FOR ANNEXATION

The property owners desire sewer service to accommodate a "change of use" on the property which will include three suites and two food carts.

CRITERIA

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the proposed findings. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted above.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;

¹ A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

- (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plan as stated in the findings attached in the proposed order. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District. A draft order with proposed findings is attached hereto for the Board's consideration. The territory, if annexed into the District, will be served by Water Environment Services pursuant to that certain ORS 190 Partnership entered into by the District with the Tri-City Service District and the Surface Water Management Agency of Clackamas County, as amended from time to time.

RECOMMENDATION:

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-17-019, annexation to Clackamas County Service District No. 1.

Respectfully submitted,



Nate Boderman
Assistant County Counsel

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

In the Matter of Approving
Boundary Change Proposal
No. CL 17-019



ORDER NO.

WHEREAS, this matter coming before the Board at this time, and it appearing that the owner of the land in the territory to be annexed has petitioned to annex the territory to Clackamas County Service District No. 1; and

WHEREAS, it further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and

WHEREAS, it further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

WHEREAS, it further appearing that this matter came before the Board for public hearing on May 17, 2018 and that a decision of approval was made on May 17, 2018;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL 17-019 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas County Service District No. 1 as of May 17, 2018.

DATED this 17th day of May, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

FINDINGS

Based on the study and the public hearing the Board found:

1. Proposal No. CL 17-019 is a proposed annexation to Clackamas County Service District No. 1 (District).
2. If the Board approves the proposal the boundary change will become effective immediately.
3. The territory to be annexed contains 6.86 acres, 1 commercial structure and is valued at \$2,000,000.
4. The property owners desire sewer service to accommodate a "change of use" on the property which will include three suites and two food carts.
5. Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City. The District has entered into an agreement with the Surface Water Management Agency of Clackamas County and the Tri-City Service District to create Water Environment Services, an ORS 190 partnership ("WES") as a collective service provider for all three districts. If annexed into the District, the property would be served by WES under such agreement.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted in Finding 2.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

¹ A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
 - (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plan as stated in Findings 7 and 8. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District.

6. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall " . . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195." ORS 197.015 says "Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components." The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

7. The PUBLIC FACILITIES AND SERVICES Element of the Clackamas County Comprehensive Plan contains the following Goal:

POLICIES

Sanitary Sewage Disposal

* * *

- 6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.
8. The territory is planned and zoned (CCC – Community Commercial) for commercial use by the City of Happy Valley.
 9. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
 10. WES, as the service provider for the District, has a sewer line in Hwy. 212 and Hwy. 224 which can serve the property.
 11. The territory to be annexed is served from a private well and does not require public water service at this time.
 12. The area receives police service from the City of Happy Valley which contracts with the Clackamas County Sheriff's Department for service.
 13. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.
 14. The area to be annexed receives park and recreation service from the City of Happy Valley.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 5 & 9 there are no such agreements or plans in place in this area. The Board concludes that its

decision is not inconsistent with any such agreements and plans.

2. The Metro Code calls for consistency between the Board decision and any "applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services." The Board notes the original public facility plan for this area does call for sewer service by the District.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas County Comprehensive Plan and the Happy Valley Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District, through Water Environment Services, has service available to the area to be annexed as noted in Finding No. 10. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.



AKS ENGINEERING & FORESTRY, LLC
12965 SW Herman Road, Suite 100, Tualatin, OR 97062
P: (503) 563-6151 F: (503) 563-6152

AKS Job #4298

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - SALEM-KEIZER, OR

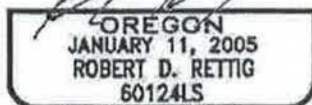
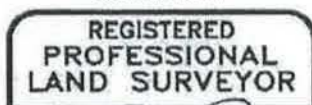
EXHIBIT B

A tract of land located in the Northwest One-Quarter of Section 6, Township 2 South, Range 3 East, Willamette Meridian, City of Happy Valley, Clackamas County, Oregon and being more particularly described as follows:

Beginning at a 5/8 inch iron rod with a red plastic cap inscribed "COMPASS ENGINEERING" at the northeast corner of Parcel 3 of Partition Plat No. 2015-17, also being the northwest corner of the tract per Document Number 2016-050889; thence along the most northerly north line of said tract per Document Number 2016-050889 North 88°55'47" East 40.21 feet to a 5/8 inch iron rod with a red plastic cap inscribed "CENTERLINE CONCEPTS"; thence along the northerly east line of said tract South 00°01'51" East 89.37 feet to a 5/8 inch iron rod with a red plastic cap inscribed "CENTERLINE CONCEPTS"; thence South 89°11'55" West 40.21 feet to the west line of said tract from which point a 1/2 inch iron pipe bears North 89°11'55" East 1.00 feet; thence along said west line North 00°01'51" West 89.18 feet to the Point of Beginning.

The above described tract of land contains 3,589 square feet, more or less.

08/10/2017

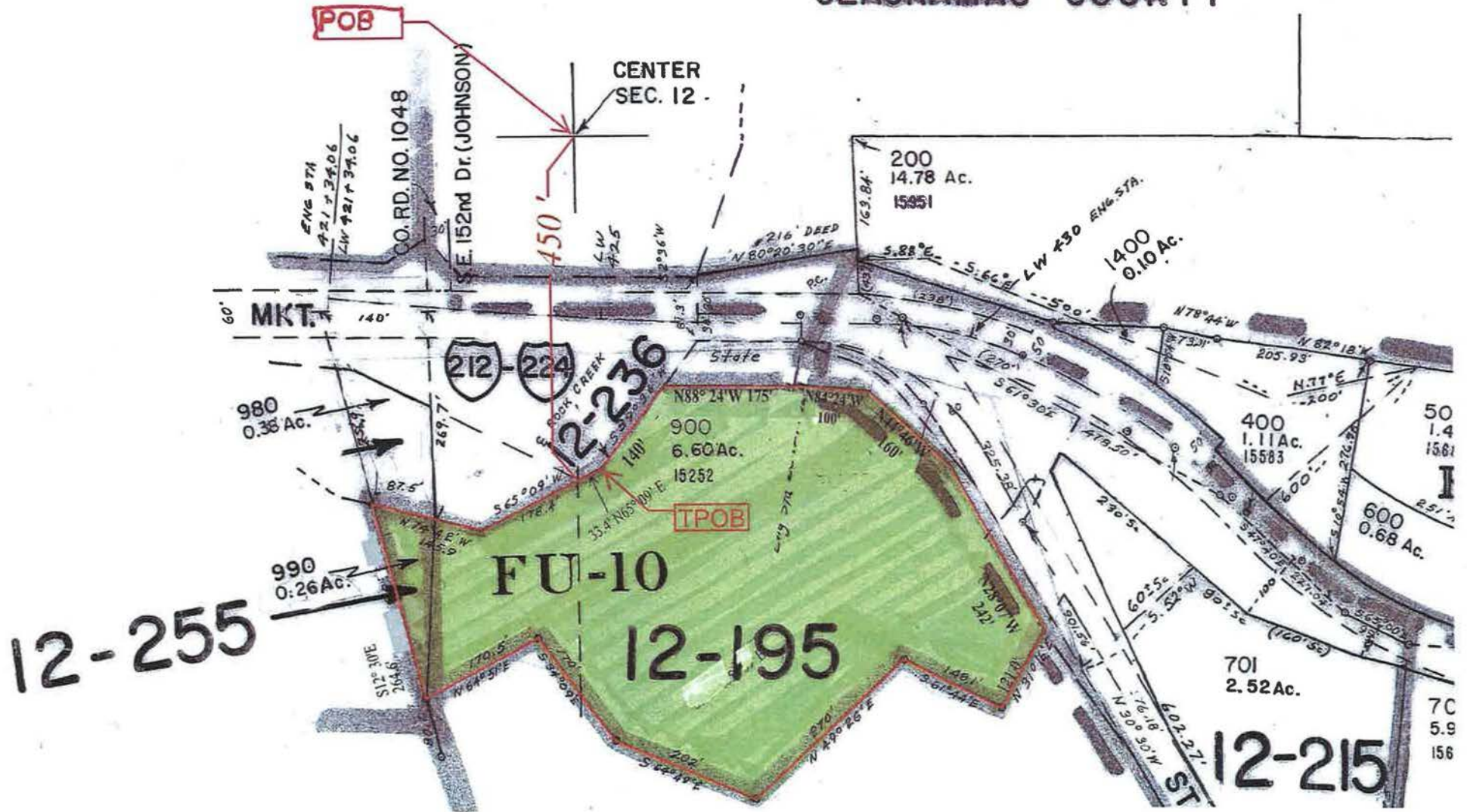


OREGON
JANUARY 11, 2005
ROBERT D. RETTIG
60124LS

RENEWS: 12/31/18

EXHIBIT C

SE 1/4 SEC. 12 T.2S. R.2E. W.M. CLACKAMAS COUNTY





OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

May 17, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Board Order for Boundary Change Proposal
No. CL 18-001, Annexation to Clackamas County Service District No. 1

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
Assistants

Purpose/Outcomes	Conduct Public Hearing/Approve Order
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Duration	Permanent
Previous Board Action	None
Strategic Plan Alignment	Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries
Contact Person	Ken Martin, Boundary Change Consultant - 503 222-0955 Nate Boderman, Assistant County Counsel
Contract No.	Not Applicable

BACKGROUND:

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Clackamas County Service District No. 1 is such a district.

Proposal No. CL 18-001 is a proposed annexation to Clackamas County Service District No. 1 ("District").

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation. Also as required by statute (ORS 198.720(1)) the City of Happy Valley has approved this petition.

This proposal was initiated by a consent petition of property owners. The petition meets the requirement for initiation set forth in ORS 198.857, ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the eastern part of the District. The territory contains 1.14 acres, 1 single family dwelling, a population of 2, and is valued at \$203,286.

REASON FOR ANNEXATION

The property owners desire sewer service in order to turn their existing single family dwelling into an adult foster home.

CRITERIA

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the proposed findings. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted above.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;

¹ A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

- (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

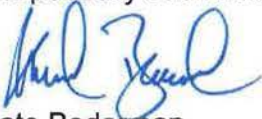
There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plan as stated in the findings attached in the proposed order. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District. A draft order with proposed findings is attached hereto for the Board's consideration. The territory, if annexed into the District, will be served by Water Environment Services pursuant to that certain ORS 190 Partnership entered into by the District with the Tri-City Service District and the Surface Water Management Agency of Clackamas County, as amended from time to time.

RECOMMENDATION:

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-18-001, annexation to Clackamas County Service District No. 1.

Respectfully submitted,



Nate Boderman
Assistant County Counsel

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

In the Matter of Approving
Boundary Change Proposal
No. CL 18-001



ORDER NO.

WHEREAS, this matter coming before the Board at this time, and it appearing that the owner of all the land in the territory to be annexed has petitioned to annex the territory to Clackamas County Service District No. 1; and

WHEREAS, it further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and

WHEREAS, it further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

WHEREAS, it further appearing that this matter came before the Board for public hearing on May 17, 2018 and that a decision of approval was made on May 17, 2018;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL 18-001 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas County Service District No. 1 as of May 17, 2018.

DATED this 17th day of May, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

FINDINGS

Based on the study and the public hearing the Board found:

1. Proposal No. CL 18-001 is a proposed annexation to Clackamas County Service District No. 1 ("District").
2. If the Board approves the proposal the boundary change will become effective immediately.
3. The territory to be annexed contains 1.14 acres, 1 single family dwelling, a population of 2 and is valued at \$203,286.
4. The property owners desire sewer service in order to turn their existing single family dwelling into an adult foster home.
5. Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City. The District has entered into an agreement with the Surface Water Management Agency of Clackamas County and the Tri-City Service District to create Water Environment Services, an ORS 190 partnership ("WES") as a collective service provider for all three districts. If annexed into the District, the property would be served by WES under such agreement.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted in Findings 2.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

¹ A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
 - (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plan as stated in Findings 7 and 8. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District.

6. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall ". . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195." ORS 197.015 says "Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components." The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management

Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

7. The PUBLIC FACILITIES AND SERVICES Element of the Comprehensive Plan contains the following Goal:

POLICIES

Sanitary Sewage Disposal

* * *

6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.

8. The territory has recently been annexed to the City of Happy Valley and has a zoning designation of Future Urban (10 acres). The planned use and any future additional development will be processed by the City.
9. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
10. WES, as the service provider for the District, has an 8-inch sewer line in SE Highpointe Street adjacent to the property.
11. The territory is within the Sunrise Water Authority and is already served by that the Authority.
12. The area receives police service from the City of Happy Valley which contracts with the Clackamas County Sheriff's Department for service.
13. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.
14. The area to be annexed receives parks and recreation service from the City of Happy Valley.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 5 & 9 there are no such agreements or plans in place in this area. The Board concludes that its

decision is not inconsistent with any such agreements and plans.

2. The Metro Code calls for consistency between the Board decision and any "applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services." The Board notes the original public facility plan for this area does call for sewer service by the District.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas County Comprehensive Plan and the Happy Valley Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District, through Water Environment Services, has service available to the area to be annexed as noted in Finding No. 10. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.

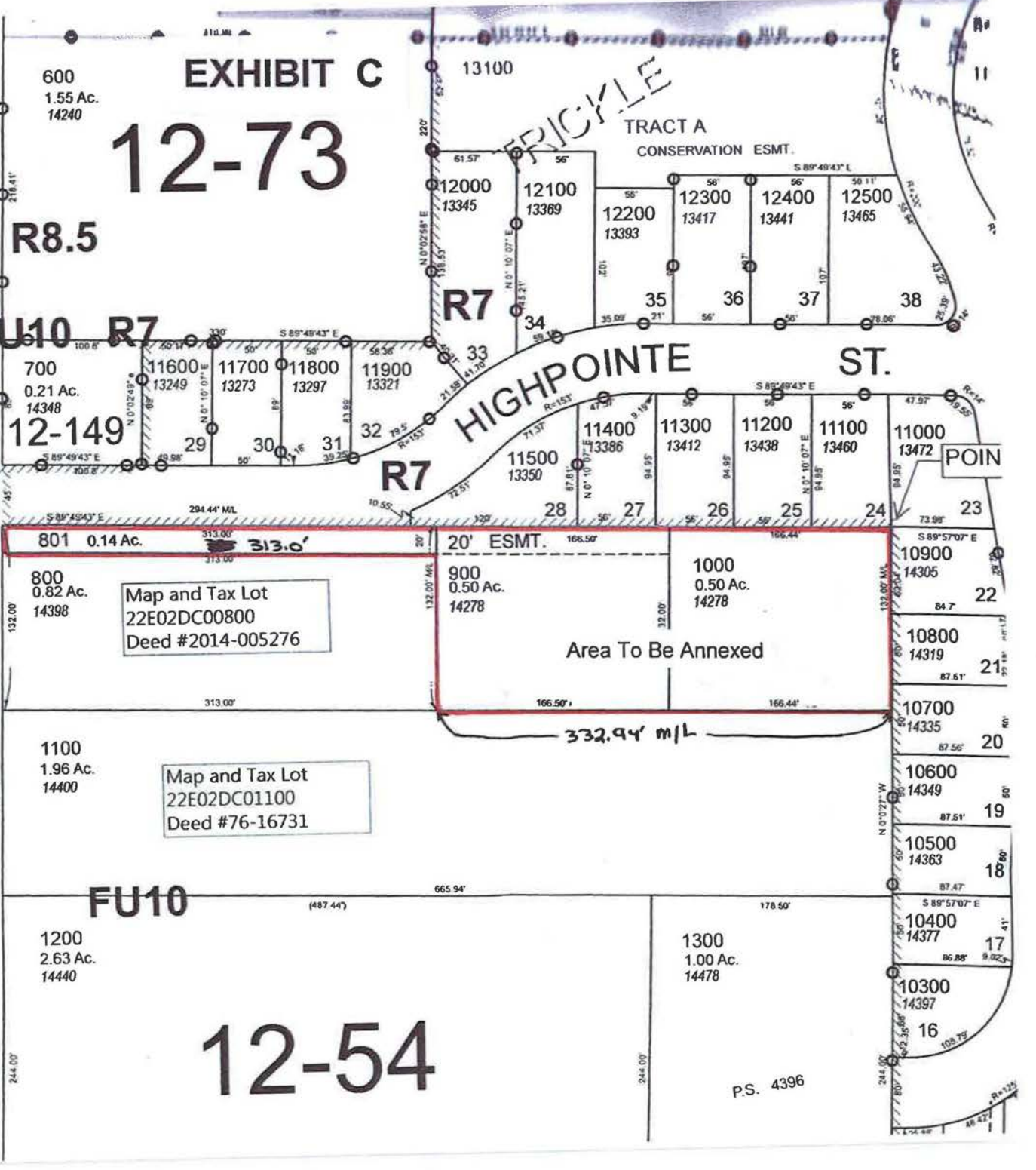
EXHIBIT 0
ANNEXATION TO CCSD#1

A TRACT OF LAND IN THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 2 EAST, OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON AS FOLLOWS:

Beginning at the southwest corner of Lot 23, "TRICKLE CREEK", a Clackamas County Subdivision Plat of record No 4234, and this point being THE POINT OF BEGINNING of the property to be described for annexation;

1. Thence; Southerly along the west lines of lots 22, 21 and 20 of "TRICKLE CREEK", a Clackamas County Subdivision Plat of record No 4234, 132 feet more or less to a point of intersection with the north line of that parcel of land recorded in Clackamas County Records under Deed number 76-16731 (commonly known as map and tax lot 22E02DC01100),
2. Thence; Westerly along the north line of that parcel of land recorded in Clackamas County Records under Deed number 76-16731 (commonly known as map and tax lot 22E02DC01100), 332.94 (166.44 + 166.50) feet more or less, to a point of intersection with the east line of that parcel of land recorded in Clackamas County Records under Deed number 2014-005276 (commonly known as map and tax lot 22E02DC00800),
3. Thence; Northerly along the east line of that parcel of land recorded in Clackamas County Records under Deed number 2014-005276 (commonly known as map and tax lot 22E02DC00800), 112.00 (132.0 - 20.0) feet more or less, to the north line of that parcel of land recorded in Clackamas County Records under Deed number 2014-005276 (commonly known as map and tax lot 22E02DC00800),
4. Thence; Westerly along the north line of that parcel of land recorded in Clackamas County Records under Deed number 2014-005276 (commonly known as map and tax lot 22E02DC00800), 313.0 feet more or less, to a point of intersection with the east Right-Of-Way line of Clackamas County Road SE 132nd Ave.,
5. Thence; Northerly along the east Right-Of-Way of Clackamas County Road SE 132nd Ave., line 20 feet more or less, to a point of intersection with the south Right-Of-Way line of Happy Valley City Street Highpointe Street,
6. Thence; Easterly along the south Right-Of-Way line of Happy Valley City Street Highpointe Street, 294.44 feet more or less to a point of intersection with the south line of lot 28 of "TRICKLE CREEK", a Clackamas County Subdivision Plat of record No 4234,
7. Thence; Easterly along the south lines of lots 28, 27, 26, 25 and 24 of "TRICKLE CREEK", a Clackamas County Subdivision Plat of record No 4234, 344.0 (120.0+56.0+56.0+56.0+56.0) feet to the southwest corner of lot 23 of "TRICKLE CREEK", a Clackamas County Subdivision Plat of record No 4234, and the POINT OF BEGINNING.

S.W. 1/4 S.E. 1/4 SEC. 2 T.2S. R.2E. W.M.
 CLACKAMAS COUNTY
 SEE MAP 2
 2E
 2CD
 132ND AVE
 R8.5
 R8.5
 R8.5
 SE



12-54



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

May 17, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Board Order for Boundary Change Proposal CL 18-002,
Annexation to Sunrise Water Authority

Stephen L. Madkour
 County Counsel

Kathleen Rastetter
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
 Assistants:

Purpose/Outcomes	Conduct Public Hearing/Approve Order
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Duration	Permanent
Previous Board Action	None
Strategic Plan Alignment	Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries
Contact Person	Ken Martin, Boundary Change Consultant - 503 222-0955 Nate Boderman, Assistant County Counsel
Contract No.	Not Applicable

BACKGROUND:

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a water authority. Sunrise Water Authority is such a district.

Proposal No. CL 18-002 is a proposed annexation to Sunrise Water Authority.

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation.

This proposal was initiated by a consent petition of the owners of all of the property to be annexed. The petition meets the requirement for initiation set forth in ORS 198.857, ORS

198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the eastern part of the District. The territory contains 0.39 acres, one single family dwelling, a population of 4 and is valued at \$131,820.

REASON FOR ANNEXATION

Water service is desired for an existing single family dwelling.

CRITERIA

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the proposed Findings. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted above.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;

¹ A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

- (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services

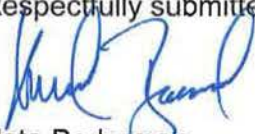
There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plan as stated in the findings attached in the proposed order. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements and found that the subject property is eligible for annexation to the District. A draft order with proposed findings is attached hereto for the Board's consideration.

RECOMMENDATION:

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-18-002, annexation to Sunrise Water Authority.

Respectfully submitted,



Nate Boderman
Assistant County Counsel

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

In the Matter of Approving
Boundary Change Proposal
No. CL 18-002



ORDER NO.

WHEREAS, this matter coming before the Board at this time, and it appearing that all of the owners of the land in the territory to be annexed have petitioned to annex the territory to Sunrise Water Authority; and

WHEREAS, it further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and

WHEREAS, it further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

WHEREAS, it further appearing that this matter came before the Board for public hearing on May 17, 2018 and that a decision of approval was made on May 17, 2018;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. 18-002 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Sunrise Water Authority as of May 17, 2018.

DATED this 17th day of May, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

FINDINGS

Based on the study and the public hearing the Board found:

1. Proposal No. CL 18-002 is a proposed annexation to Sunrise Water Authority.
2. If the Board approves the proposal the boundary change will become effective immediately.
3. The territory to be annexed contains 0.39 acres, one single family dwelling, a population of 4 and is valued at \$131,820.
4. Water service is desired for an existing single family dwelling.
5. Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted in Finding 2.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;

¹ A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

- (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plan as stated in Finding 7. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District.

6. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall ". . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195." ORS 197.015 says "Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components." The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

7. The PUBLIC FACILITIES AND SERVICES Element of the Comprehensive Plan contains the following Goal:

POLICIES

Water

* * *

- 15.0 Require water purveyors in urban areas to coordinate the extension of water services with other key facilities, i.e., transportation, sanitary sewers, and storm drainage facilities, necessary to serve additional lands.
8. The territory is zoned RRFF-5 by Clackamas County and the existing dwelling is in accord with this zone.
9. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to water service in this area of Clackamas County.
10. There is no public sewer system in this area.
11. The Water Authority has a 6-inch water line in SE Winston Road which can serve the site.
12. The area receives police service from the Clackamas County Sheriff's Department.
13. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the Water Authority.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 5 & 9 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.
2. The Metro Code calls for consistency between the Board decision and any "applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services." The area is served by the Sunrise Water Authority and no other entity has the capability of serving this site.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plan (Clackamas County's Comprehensive Plan) and concludes this proposal complies with it. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District has service available to the area to be annexed as noted in Finding No. 11. The Board

concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.

5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.

EXHIBIT B

12388 SE WINSTON RD. DAMASCUS, OR. 97089

REAL PROPERTY IN THE COUNTY OF CLACKAMAS, STATE OF OREGON,
DESCRIBED AS FOLLOWS:

- Part of the John S. Fisher donation land claim Number 38,
Township 1 south, range 3 east of the Willamette Meridian,
in the county of Clackamas and State of Oregon, ~~des~~ described
as follows:
 - Beginning 40 chains west and 20 rods north of the southeast
corner of said section 32; thence north 100 feet; thence
east 200 feet; thence south 100 feet; thence west 200 feet
to the place of the beginning.

EXHIBIT C

S.E. 1/4 SEC. 32 T.1S. R.3E. W.M.
CLACKAMAS COUNTY

LOT 1

LOT 2 22.50

302-14

302-18

EFU

SEE MAP 1 SE 32C

HEUKE ROAD

North 100

East 200

South 100

West 200

North 20 Rods

West 40 Chains

SE Cor. 32

SW CO. D.L.C. 38

D.L.C. 38

SEE MAP 2 SE 32A

600
11.25 Ac.

200
8.83 Ac.

500
2.80 Ac.

203
2.49 Ac.

202
1.43 Ac.

100
0.48 Ac.

201
0.63 Ac.

302-18

206
7.43 Ac.

205
4.97 Ac.
20170

204
1.73 Ac.
20120

300
3.73 Ac.
20270

N. LINE J. S. FISHER D.L.C.

NE Cor. D.L.C. 38

400
27.10 Ac.
19707

800
1.03 Ac.
19265

700
4.00 Ac.
12357

1101
1.04 Ac.
19361

1202
1.31 Ac.

1201
2.78 Ac.

801
2.68 Ac.
19265

1102
1.56 Ac.
19367

1100
1.38 Ac.
16403

1200
1.00 Ac.
19507

1600
1.22 Ac.
19573

1400
1.56 Ac.
19637

1401
0.89 Ac.

1300
1.02 Ac.
19561

403
2.00 Ac.
19715

1800
3.12 Ac.
19740

1700
2.33 Ac.
19449

2202
3.00 Ac.
19538

401
27.10 Ac.
19725

402
2.00 Ac.
20060

1900
1.45 Ac.
19390

1901
1.00 Ac.

100
3.00 Ac.

2102
0.89 Ac.
19410

2103
2.25 Ac.

2200
3.71 Ac.

2101
0.89 Ac.
12942

12000

12500



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

May 17, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a One Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
13-17 Self-Storage Building

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.25 per frontage foot per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Duration	N/A
Previous Board Contact	None
Strategic Plan Alignment	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone) wendicor@clackamas.us

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for May 17, 2018, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

These documents have been reviewed and approved by Counsel.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5

In the Matter of the Formation
of an Assessment Area 13-17
(Self-Storage Building)
Within Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 13-17, Self-Storage Building, 3260 SE Oak Grove Blvd. have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2017-75 and subsequent rate change Orders shall be applied to Assessment Area 13-17, Self-Storage Building, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule D: \$1.25 per frontage foot per tax lot each year, applied to commercial, industrial and multi-family properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by Order Number 94-1368 and ORS 451.495, and that said public hearing was duly held on the 17th day of May, 2018, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

In the Matter of the Formation
of an Assessment Area 13-17
(Self-Storage Building)
Within Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 13-17 All lots in the Self-Storage Building, development,
21E12AB02900, 3000, 3100, 3200; and

IT IS FURTHER ORDERED that an assessment roll
be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it
has been assessed, the owner thereof, and such additional information as is required to
keep a complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department of
Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

Dated this ____ day of _____, 2018.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



DAN JOHNSON
DIRECTOR

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

May 17, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a Three Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
45-17 Three Lot Partition

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule B; the current rate for this schedule is \$50.01 per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Duration	N/A
Previous Board Contact	None
Strategic Plan Alignment	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone) wendicor@clackamas.us

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for May 17, 2018, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

These documents have been reviewed and approved by Counsel.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5

In the Matter of the Formation
of an Assessment Area 45-17
(Three Lot Partition) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 45-17, Three Lot Partition, 4285 SE Manewal Ln. have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2017-75 and subsequent rate change Orders shall be applied to Assessment Area 45-17, Three Lot Partition, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule B: \$50.01 tax lot each year, applied to residential properties;
and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by Order Number 94-1368 and ORS 451.495, and that said public hearing was duly held on the 17th day of May, 2018, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

In the Matter of the Formation
of an Assessment Area 45-17
(Three Lot Partition) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 45-17 All lots in the Three Lot Partition, development,
22E19CB00900; and

IT IS FURTHER ORDERED that an assessment roll
be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it
has been assessed, the owner thereof, and such additional information as is required to
keep a complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department of
Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

Dated this ____ day of _____, 2018.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



DAN JOHNSON
DIRECTOR

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

May 17, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 4-Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
40-17 4-Lot Subdivision

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule C; the current rate for this schedule is \$70.12 per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Duration	N/A
Previous Board Contact	None
Strategic Plan Alignment	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone) wendicor@clackamas.us

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for May 17, 2018, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

These documents have been reviewed and approved by Counsel.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5

In the Matter of the Formation
of an Assessment Area 40-17
(Four Lot Subdivision) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 40-17, 4-Lot Subdivision, 19421 SE Kay St. have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2017-75 and subsequent rate change Orders shall be applied to Assessment Area 40-17, 4-Lot Subdivision, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule C: \$70.12 per tax lot each year, applied to residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by Order Number 94-1368 and ORS 451.495, and that said public hearing was duly held on the 17th day of May, 2018, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

In the Matter of the Formation
of an Assessment Area 40-17
(Four Lot Subdivision) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 40-17 All lots in the 4-Lot Subdivision, development,
22E19CA01100; and

IT IS FURTHER ORDERED that an assessment roll
be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it
has been assessed, the owner thereof, and such additional information as is required to
keep a complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department of
Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

Dated this ____ day of _____, 2018.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



DAN JOHNSON
DIRECTOR

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

May 17, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 8-Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
69-17 Hunters Meadow 8-Lot Subdivision

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule H; the current rate for this schedule is \$91.88 per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Duration	N/A
Previous Board Contact	None
Strategic Plan Alignment	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone) wendicor@clackamas.us

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for May 17, 2018, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

These documents have been reviewed and approved by Counsel.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5

In the Matter of the Formation
of an Assessment Area 69-17
(Hunters Meadow)
8-Lot Subdivision) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 69-17, Hunters Meadow 8-Lot Subdivision, 16300 SE Eckert Ln. have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2017-75 and subsequent rate change Orders shall be applied to Assessment Area 69-17, Hunters Meadow 8-Lot Subdivision, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule H: \$91.88 per tax lot each year, applied to residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by Order Number 94-1368 and ORS 451.495, and that said public hearing was duly held on the 17th day of May, 2018, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

In the Matter of the Formation
of an Assessment Area 69-17
(Hunters Meadow)
8-Lot Subdivision) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 69-17 All lots in the Hunters Meadow 8-Lot Subdivision,
development, 23E07CC05500; and

IT IS FURTHER ORDERED that an assessment roll
be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it
has been assessed, the owner thereof, and such additional information as is required to
keep a complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department of
Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

Dated this ____ day of _____, 2018.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



DAN JOHNSON
DIRECTOR

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

May 17, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 50-Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
08-17 Stella Heights 50-Lot Subdivision

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule W; the current rate for this schedule is \$245.00 per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Duration	N/A
Previous Board Contact	None
Strategic Plan Alignment	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone) wendicor@clackamas.us

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for May 17, 2018, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

These documents have been reviewed and approved by Counsel.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5

In the Matter of the Formation
of an Assessment Area 08-17
(Stella Heights 50-Lot Subdivision) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 08-17, Stella Heights 50-Lot Subdivision, 10505 SE 172nd Ave. have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2017-75 and subsequent rate change Orders shall be applied to Assessment Area 08-17, Stella Heights 50-Lot Subdivision, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule W: \$245.00 per tax lot each year, applied to residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by Order Number 94-1368 and ORS 451.495, and that said public hearing was duly held on the 17th day of May, 2018, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

In the Matter of the Formation
of an Assessment Area 08-17
(Stella Heights 50-Lot Subdivision) Within
Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 08-17 All lots in the Stella Heights 50-Lot Subdivision,
development, 13E31B 00100; and

IT IS FURTHER ORDERED that an assessment roll
be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it
has been assessed, the owner thereof, and such additional information as is required to
keep a complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department of
Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

Dated this ____ day of _____, 2018.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



DAN JOHNSON
DIRECTOR

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

May 17, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 25-Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
19-17 Creekside Terrace 25-Lot Subdivision

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule W; the current rate for this schedule is \$245.00 per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Duration	N/A
Previous Board Contact	None
Strategic Plan Alignment	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone) wendicor@clackamas.us

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for May 17, 2018, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

These documents have been reviewed and approved by Counsel.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5

In the Matter of the Formation
of an Assessment Area 19-17
(Creekside Terrace 25-Lot Subdivision)
Within Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 19-17, Creekside Terrace 25-Lot Subdivision, 16485 SE Sunnyside Rd. have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2017-75 and subsequent rate change Orders shall be applied to Assessment Area 19-17, Creekside Terrace 25-Lot Subdivision, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule W: \$245.00 per tax lot each year, applied to residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by Order Number 94-1368 and ORS 451.495, and that said public hearing was duly held on the 17th day of May, 2018, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

In the Matter of the Formation
of an Assessment Area 19-17
(Creekside Terrace 25-Lot Subdivision)
Within Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 19-17 All lots in the Creekside Terrace 25-Lot Subdivision,
development, 23E06B 00500; and

IT IS FURTHER ORDERED that an assessment roll
be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it
has been assessed, the owner thereof, and such additional information as is required to
keep a complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department of
Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

Dated this ____ day of _____, 2018.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

May 17, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a One Lot Assessment Area
Within Clackamas County Service District No. 5, Assessment
42-16 Jackson Hills 4 58-Lot Subdivision

Purpose/Outcomes	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
Dollar Amount and Fiscal Impact	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule W; the current rate for this schedule is \$245.00 per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
Duration	N/A
Previous Board Contact	None
Strategic Plan Alignment	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone) wendicor@clackamas.us

BACKGROUND:

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for May 17, 2018, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

These documents have been reviewed and approved by Counsel.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5

In the Matter of the Formation
of an Assessment Area 42-16
(Jackson Hills 4 58-Lot Subdivision)
Within Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 42-16, Jackson Hills 4 58-Lot Subdivision, 9115 SE 152nd Ave. have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2017-75 and subsequent rate change Orders shall be applied to Assessment Area 42-16, Jackson Hills 4 58-Lot Subdivision, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule W: \$245.00 per tax lot each year, applied to residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by Order Number 94-1368 and ORS 451.495, and that said public hearing was duly held on the 17th day of May, 2018, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

In the Matter of the Formation
of an Assessment Area 42-16
(Jackson Hills 4 58-Lot Subdivision)
Within Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 42-16 All lots in the Jackson Hills 4 58-Lot Subdivision,
development, 9115 SE 152nd Ave.; and

IT IS FURTHER ORDERED that an assessment roll
be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it
has been assessed, the owner thereof, and such additional information as is required to
keep a complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department of
Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

Dated this ____ day of _____, 2018.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary



DAN JOHNSON
DIRECTOR

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

May 17, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming an Assessment Area
Within Clackamas County Service District No. 5,
Assessment Area 64-17 Laurie Ave. 6-Lot Petition

Purpose/Outcomes	This Board Order is to create a new assessment area in Clackamas County Service District No. 5. This process is necessary to allow for the installation of new street lights. Street lighting is proposed to be mounted on existing wood power poles.
Dollar Amount and Fiscal Impact	The cost of street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. Residential properties in this area fall under rate schedule B, \$50.01 per tax lot each year.
Funding Source	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service. Successful completion of the petition and approval of formation of this assessment area will allow fees to be collected from benefiting properties for the operation and maintenance of the street lights.
Safety Impact	The initiative to install street lights in this area was by petition of property owners who were focused on safety and appearance of the area.
Duration	Ongoing
Previous Board Contact	None
Strategic Plan Alignment	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
Contact Person	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657

BACKGROUND:

A citizen owning property on SE Laurie Ave. requested lighting for their neighborhood through the District's petitioning process. There are 9 property owners of 6 tax lots in the petition area. Signatures from 5 of the 6 properties (83%) were collected. The requirement for a valid petition is the signature of more than 50% of benefiting property owners.

The affected property owners were notified of the time and place of the hearing by first class mail to the mailing address as listed by the Assessor for Clackamas County and a public hearing was scheduled for May 17, 2018, to hear objections to the above street lighting district. The milestone for terminating the petition is the receipt of objections, also known as remonstrance, from more than 50% of the affected property owners.

These documents have been reviewed and approved by Counsel.

RECOMMENDATION:

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5

In the Matter of the Formation
of an Assessment Area 64-17
(Laurie Ave. Petition) within
Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 1 of 2

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5 "District" and it appearing to the "Board", that the properties within Assessment Area 64-17, Laurie Ave. Petition, SE Laurie Ave. between address 13000 SE Laurie Ave. and 13124 SE Laurie Ave. have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

It further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

It further appearing to the Board that rates for street lighting as established by Order No. 2017-75 and subsequent rate change Orders shall be applied to Assessment Area 64-17, Laurie Ave. Petition, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule B: \$50.01 per tax lot each year, applied to residential properties; and

It further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

It further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by Order Number 94-1368 and ORS 451.495, and that said public hearing was duly held on the 17th day of May, 2018, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property, now therefore:

In the Matter of the Formation
of an Assessment Area 64-17
(Laurie Ave. Petition) within
Clackamas County Service District
No. 5, Clackamas County, Oregon

ORDER NO.
Page 2 of 2

IT IS HEREBY ORDERED that properties in the
Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 64-17 All lots in the Laurie Ave. Petition area; and

IT IS FURTHER ORDERED that an assessment roll
be prepared by the Department of Transportation and Development for Clackamas
County showing the amount of each yearly assessment, the property against which it
has been assessed, the owner thereof, and such additional information as is required to
keep a complete and permanent record of the assessment; and

IT IS FURTHER ORDERED that the Department of
Transportation and Development proceed to construct the street lighting facilities in
accordance with District rules and guidelines.

Dated this ____ day of _____, 2018.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS
as the governing body of Clackamas County Service District No. 5

Chair

Recording Secretary

May 17, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Construction Contract with Oregon Underground for the
Virgil Road Waterline Project in Colton

Purpose/ Outcome	The Construction Contract will allow for construction of approximately 1,200 feet of water line improvements and new fire hydrants along Virgil Road in Colton.
Dollar Amount and Fiscal Impact	The Oregon Underground Construction Contract will be in the amount of \$104,850.
Funding Source	Community Development Block Grant Funds Colton Water District Funds No County General Funds are involved.
Duration	May 17, – September 30, 2018, Planned Construction Schedule.
Previous Board Action/ Review	The Board approved an Intergovernmental Agreement with Colton Water District for this project on January 18, 2018.
Strategic Plan Alignment	1. Sustainable and affordable housing 2. Ensure safe, healthy and sure communities.
Contact Person(s)	Mark Sirois, Housing and Community Development - (503) 655-5664
Contract No.	H3S 8822

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Construction Contract with Oregon Underground, Inc. for the Virgil Road Water Line Improvements project. The Construction Contract determines the roles of Oregon Underground and the County regarding contract administration, project management as well as the duties of the hired engineer (R. Quigley, Dyer Partnership) during project construction. The Contract was reviewed and approved by County Counsel on March 26, 2018.

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

Respectfully submitted,



Richard Swift, Director
Health, Housing Human Services

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

OWNER

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

CONTRACTOR

Thomas Rasch, President
Oregon Underground, Inc.
PO Box 777
Clackamas, Oregon 97015

THIS AGREEMENT is entered into by and between Clackamas County, Oregon (hereinafter called OWNER) and Oregon Underground, Inc (hereinafter called CONTRACTOR) and is dated as of the date it is signed by the OWNER.

This Contract for construction has been prepared for use with the ODOT Specifications for Construction of the Construction Contract (2015, APWA Oregon Chapter, Volume 1) prepared by the Engineer's Joint Contract Documents Committee.

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

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

ARTICLE 1: WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. Waterline replacement work consists of the construction of approximately 1,200 linear feet of new 6-inch diameter water line, from South Schieffer Road to the north end of South Virgil Road connecting to the existing 10-inch PVC line at South Schieffer Road including a Hot Tap Connection.

ARTICLE 2: ENGINEER

The Project has been designed by Ryan Quigley, The Dyer Partnership, ph: 541-405-4520 who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3: CONTRACT TIME

3.1. Time is of the essence in this Contract and the CONTRACTOR agrees that **all work shall be substantially completed by July 14, 2018 with a contract completion date of July 30, 2018.** The project is to commence per the date of the Notice To Proceed issued by the COUNTY. If the Notice To Proceed is delayed, the time schedule will be adjusted accordingly. The total timeframe for this work is **45 days** unless a time extension is approved by the ENGINEER and OWNER, via Change Order.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Section 00180 of the ODOT Specifications for Construction. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$250** for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$250** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

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

ARTICLE 4: CONTRACT PRICE

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

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

4.2 The Contract Price shall be One Hundred and Four Thousand, Eight Hundred and Fifty Dollars (**\$_104,850.00_**) which are described in the Contract Documents and are hereby accepted by the Owner.

4.3 The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. In the performance of the work to be done under this contract, the CONTRACTOR shall use every

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

ARTICLE 5: PAYMENT PROCEDURES

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

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

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

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

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

95% of Work completed and approved by the ENGINEER.

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

5.2.4. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall

determine, or OWNER may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction. The OWNER reserves the right to withhold 5% of the total project payment until all work is completed and approved by the ENGINEER.

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

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

5.4. Payments, Contributions and Liens:

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

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

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

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

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

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

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

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

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

ARTICLE 6: CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

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

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

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

6.8. CONTRACTOR shall be licensed by the State of Oregon Construction Contractors Board (CCB) or licensed by the State Landscaping Contractors Board (LCB) as required by ORS 671.530 as well as not limited to the same requirements of any and all subcontractors on this PROJECT. If the CONTRACTOR's CCB license is not current during any phase of construction, the OWNER may consider the contract to be null and void immediately.

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

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

ARTICLE 7: INDEMNITY – INSURANCE – BONDS

7.1 Indemnity. The CONTRACTOR agrees to indemnify, save harmless and defend the OWNER, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees.

7.2 Insurance.

7.2.1. As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration. The CONTRACTOR agrees to furnish the OWNER evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of the OWNER, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The general aggregate shall apply separately to this project/location. The OWNER, at its option, may require a complete copy of the above policy.

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

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

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

7.2.5. The certificate of insurance, other than the pollution liability insurance shall include the OWNER as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32-61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the OWNER as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the OWNER 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 OWNER under this insurance. This policy(s) shall be primary insurance as respects to the OWNER. Any insurance or self insurance maintained by the OWNER shall be excess and shall not contribute to it.

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

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

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

ARTICLE 8: CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages 1 to 12, inclusive).
- 8.2. Exhibits (Reserved - Not used at this time).
- 8.3. Performance and Labor Material Payment Bonds, Public Works Bond consisting of 5 pages.
- 8.4. 2015 ODOT Specifications for Construction (cover, pages 1 to 136, inclusive).

8.5. Supplementary Conditions, including:

Special Conditions (pages 1 to 12, inclusive).
HUD Labor Standards, HUD-4010 (pages 1 to 5, inclusive).
Federal Prevailing (Davis-Bacon) Wage Decision: OR180001 03/16/18 ORI
Modification: No.2 Type: Highway (pages 1 to 18 inclusive).
State of Oregon (BOLI) Wage Rates Decision: January 1, 2018 (pages 1 to 51 inclusive).
Amended April 1, 2018

8.6. Specifications bearing the title "SOUTH VIRGIL ROAD WATER LINE REPLACEMENT"
(pages 1 to 9, total count of **THE DYER PARTNERSHIP** Spec.).

8.7. County Signage (Hold for future use).

8.8. Addenda Number: Applicable or Not Applicable.

8.9. CONTRACTOR's Bid Proposal: (pages 1, 2, 3, 4 and 5, inclusive).

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

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

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Section 00140.30 of the ODOT Specifications for Construction.

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

Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor, or other person(s) doing or contracting for the whole or any part of the work on this contract, shall be paid not less than the applicable prevailing wage rate, and will pay the higher rate of pay on an individual job classification of which shall be in effect for this contract pursuant to Davis-Bacon Act (40 U.S.C. 276a) and Bureau of Labor and Industries (a.k.a. BOLI) ORS 279C.800 through ORS 279C.870.

ARTICLE 10: DESCRIPTION OF CONTRACTOR

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

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

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

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

ARTICLE 11: MISCELLANEOUS

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

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

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

11.4. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.5. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 12: TAX LAWS

10.1. The CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work as described in Attachment A under this Contract. CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty, in this Contract that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle OWNER 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.

10.2. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

- b. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;
- c. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

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

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

CONTRACTOR

OWNER

Oregon Underground, Inc

Clackamas County, Oregon

Thomas Rasch, President
Oregon Underground, Inc.
PO Box 777
Clackamas, Oregon 97015

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

Signing on Behalf of the Board

By:  Pres.
Thomas Rasch, President

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

May 2nd, 2018
Date Signed

Date Signed

93-1193017
Contractor's Federal Tax Identification No.
or Social Security No. (if individual)

116182

Oregon Commercial Contractor's Board No.

May 17, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #4400003907 with Multnomah County,
for the HIV Early Intervention and Outreach (EIO) project

Purpose/Outcomes	HIV Early Intervention and Outreach
Dollar Amount and Fiscal Impact	\$401,898.68
Funding Source	Funding provided by the State of Oregon - Oregon Health Authority via a joint grant with Multnomah County. No County General Funds are involved.
Duration	Effective January 1, 2018 and terminates on December 31, 2018
Previous Board Action	No previous board actions have been taken
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Contact Person	Dawn Emerick, Public Health Director – (503) 655-8479
Contract No.	8810

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement #4400003907 with Multnomah County, for the HIV Early Intervention and Outreach project. CCPHD, Washington County, and Multnomah County partnered to apply for the Early Intervention and Outreach (EIO) Grant. The grant was awarded with Multnomah County being the lead. The grant is a 5 year venture, the funds are passed through to CCPHD annually.

This Agreement provides the fund for CCPHD to participate and implement a regional approach to ending the HIV epidemic. The maximum value is \$401,898.68. This Agreement is effective January 1, 2018 and continues through December 31, 2018. This Agreement has been reviewed by County Counsel on May 2, 2018.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

INTERGOVERNMENTAL AGREEMENT
Contract Number 4400003907

This is an Agreement between Clackamas County Public Health Department (CCPHD) and Multnomah County (County), referred to collectively as the "Parties."

CONTRACTOR ADDRESS: 2051 Kaen Road
CITY, STATE, ZIP: Oregon City, OR 97045

Contract Documents. This Contract includes the following attached documents:

Exhibits and Attachments

Exhibit/Attachment	Description
Exhibit 6	Budget
Attachment A	State of Oregon IGA Agreement Number 155916

PURPOSE:

The purpose of this agreement is to subcontract Oregon Health Authority funding to implement regional approach to ending the HIV epidemic including Washington, Multnomah and Clackamas Counties. This funding is HIV Early Intervention and Outreach grant (HIV EIO grant). Activities will support the following objectives:

- Educate and support HIV+ individuals identified through surveillance to engage in medical care, support and harm reduction services.
- Provide partner notification services for EIO contacts, and provide EIO services to those who test positive.
- Educate individuals testing positive for gonorrhea and syphilis and offer them HIV testing, if status is unknown, and provide assistance to engage in medical care, partner notification and prevention activities (whichever are appropriate).
- Identify new HIV and Sexually Transmitted Infection (STI) cases among populations at risk.
- Increase identification of and engagement in care of people previously diagnosed.
- Create or expand resourced partnerships with organizations serving communities of color and rural communities in the region to engage community members in HIV prevention, testing, and linkage to care activities.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from 1/1/2018 to 12/31/2018. This agreement may be renewed.
2. **CONSIDERATION.** The maximum payment under this Contract, including expenses, is \$401,898.68.
3. **RESPONSIBILITIES OF CCPHD.** The CCPHD agrees to:
 - A. Participate in Regional Collaborative Work Team to develop regional work related to: system work, coalition building, provider training/outreach, reporting/evaluation, quality improvement and sustainability planning.
 - B. Initiate contact with all HIV+ individuals referred by Oregon Health Authority (OHA) Surveillance, assess client needs and offer needed health education and referrals, ensure linkage to and engagement with HIV medical care, interview newly HIV diagnosed clients and all known HIV+ clients with a new syphilis and/or gonorrhea diagnosis for sexual and needle sharing contacts and offer partner notification services,
 - C. Educate contacts of clients who test negative for HIV about PrEP, offer them enrollment in Oregon Reminders, and as appropriate, refer them into PrEP assister services, where available, and other prevention services.
 - D. Ensure that all reported gonorrhea or syphilis cases are offered HIV testing and partner notification and linkage services, and, as appropriate, referrals into PrEP and other prevention services.
 - E. Convene community engagement process around testing and harm reduction needs/new strategies to engage people at-risk, especially within communities of color, including participating in RFP process to subcontract funds to community partner organizations reaching communities of color and rural populations.

- F. Identify high-risk populations and increase targeted testing.
- G. Develop and implement outreach and identification strategies for people living with the human immunodeficiency virus (PLWH) who have fallen out of care.
- H. Assess client needs and offer needed health education and referrals, including assessment of basic needs such as housing, behavioral health, etc. and ensure linkage to and engagement with HIV medical care.
- I. Implement activities, ensure eligibility according to guidance in Attachment A.
- J. Collect and report all grant-related data required by OHA in Attachment A.
- K. Comply with all of the terms and conditions set forth in State of Oregon IGA Agreement Number 155916 (Attachment A).

4. RESPONSIBILITIES OF COUNTY. The County agrees to:

- A. Develop Regional Collaborative Work Team to further develop regional work related to: system work, coalition building, provider training/outreach and reporting/evaluation
- B. Develop systems for tracking other metrics not included in Orpheus, such as engagement in medical care, ensuring sharing of data between partners
- C. Coordinate quarterly health and social services systems referrals training for Disease Intervention Specialist (DIS) with HIV medical case managers for all three counties
- D. Develop a Quality Management Plan that shows how local data will be used for continuous quality improvement of EIO
- E. Accept contacts, cases, and symptomatic individuals for HIV/STI testing, evaluation, and treatment at Regional STD Clinics. Provide direct scheduling access to DIS in all three counties. Clinical capacity will guarantee prompt evaluation and treatment of contacts.
- F. Initiate DIS case investigation, linkage, partner services, and risk reduction counseling for clients who test presumptively positive/positive at Regional STD Clinics regardless of county of residence, either on site of clinical STD services at time of visit or when notifying client of test results in order to capitalize on trust/relationship already established. Refer contacts to DIS in contacts' county of residence
- G. Regionally, develop and expand outreach to community providers to improve and increase services to include: PrEP access, testing and treatment practices, HIV testing in non-prevention clinic visits and develop referral pathways to county DIS
- H. Subcontract to OHEA to support counties' engagement with community partners serving communities of color to increase HIV testing and linkage to care. Subcontract dedicated funds equitably across tri-county region to engage communities of color and rural communities in testing and linkage to care.
- I. Analyze county and regional HIV, gonorrhea, and syphilis case data to enable field-based cluster testing in coordination with epis in each county, use CHIME IN data to focus testing opportunities
- J. Account for HIV EIO funds used for regional efforts separately from local efforts, annually assess need to reallocate regional funds to Clackamas and Washington Counties if underspent.
- K. Establish regional process for community providers to access DIS for assistance with clients that have fallen out of care. Strategies will include increasing communication with health providers engaged in providing services to PLWH.

5. TERMINATION. This agreement may be terminated by either party upon 45 day's written notice.

6. INDEMNIFICATION. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless CCPHD from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 CCPHD shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of CCPHD its officers, employees and agents in the performance of this agreement.

7. INSURANCE. Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

8. ADHERENCE TO LAW. Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

9. NON-DISCRIMINATION. Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

10. ACCESS TO RECORDS. Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

11. SUBCONTRACTS AND ASSIGNMENT. Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

12. PAYMENT/BILLING. All invoices must be billed to Multnomah County and include the following information:

- a. Invoice number and invoice date,
- b. Vendor name and address,
- c. Multnomah County contract number 4400003907,
- d. Description of goods and/or services delivered,
- e. Detail units of measure, price per unit, extended amount per line items; and
- f. Total invoice amount.

13. ORS 190-COOPERATION OF GOVERNMENT UNITS. This agreement **[is not]** an ORS 190 governmental agreement as defined by the Oregon Revised Statutes (ORS 190.003-190.800).

14. FEDERAL FUNDS SUBRECIPIENT. The Catalog of Federal Domestic Assistance (CFDA) number(s), title(s) and amount(s) of the Federal funds are shown below along with other required information about the Federal award per CFR200, Subpart D – Post Federal Award Requirements Standards for Financial and Program Management, Section §200.331 (see Attachment F). If this Contract is a subaward (making Contractor a subrecipient of Federal funds), Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations. If there is a change to funding for this Contract that adds Federal funding or changes existing funding to Federal, Contractor will be notified via a certified letter within 30 days.

CFDA #	Program Title	Program Amount
NA	NA	NA

15. FISCAL REQUIREMENTS. Contractor agrees to the following if a Federal Funds Subrecipient:

- a. Contractor agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Chapter I, Chapter II, Part 200), Oregon Administrative Rules, County financial procedure in the *Countywide Contractor's Fiscal Policies and Procedures Manual* located at: <http://web.multco.us/finance/fiscal-compliance>. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities, and equities consistent with the Generally Accepted Accounting Principles, Oregon Administrative Rules, and County procedures. Reports and fiscal data generated by the Contractor under this Contract shall be accessible to County upon request.
- b. Contractor shall be subject to a County fiscal compliance review to monitor compliance with the County's financial reporting and accounting requirements. The review shall be completed periodically, as described in the *Countywide Contractor's Fiscal Policies and Procedures Manual*. If Contractor's corporate headquarters are out of state, Contractor agrees to pay travel costs incurred by County to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.
- c. Contractor, if it is a state, local government or non-profit organization and a subrecipient of Federal funds, shall meet audit requirements of Office of Management and Budget (OMB) Uniform Administrative Requirements "Audits of States, Local Governments, and Non-Profit Organizations" (2 CFR Chapter I, Chapter II, Part 200), Subpart F (formerly OMB Circular A-133 December 25, 2014 and earlier).
- d. Contractor agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct, and related interpretation and rulings), the Oregon State Board of

Accountancy, the independence rules contained within Government Auditing Standards (2003 Revision), and ruled promulgated by other Federal, State, and local government agencies with jurisdiction over Contractor. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on Financial Statements or to perform other services that require independence.

- e. Limited Scope and Full Audits, including the Management Letter associated with the audit, if issued, and all specifications identified in the County's *Fiscal Policies and Procedure Manual* shall be submitted to the County within thirty (30) days from the date of the report, but in no case later than nine (9) months after the end of the Contractor's fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of Contract payments until audits are submitted.

16. ADDITIONAL TERMS AND CONDITIONS: None

- 17. THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT
Contract Number: 4400003907

CONTRACTOR SIGNATURE

I have read this Contract including any attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms.

Signature: _____

Title: _____

Name (print): _____

Date: _____

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: Debraun K. Myles

Date: 4/24/18

Department Director Review (optional):

Director or Designee: N/A

Date: N/A

County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: Bernadette Nunley/CJ

Date: 04/02/18

May 17, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

Approval for a Revenue Agreement with CareOregon for Trauma Informed Dental Care

Purpose/Outcomes	The purpose of this agreement is to align with CareOregon's current priorities by supporting Clackamas County's Dental program by investing in stimulating development of innovative and strategic efforts in focus areas.
Dollar Amount and Fiscal Impact	CareOregon will pay Health Centers up to \$431,630.00 in increments contingent on completion of Phases of the program outlined.
Funding Source	CareOregon
Duration	April 1, 2018 – March 31, 2020
Previous Board Action	There has been no previous Board Action.
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, healthy and secure communities
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	8811

Background

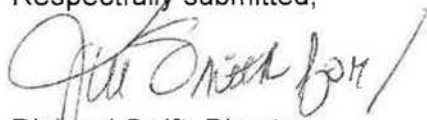
The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of a Revenue agreement with CareOregon for Trauma Informed Dental Care. This agreement is an incentive to increase the number of new members assigned, increase the number of visits by CareOregon members, and increase the number of members receiving dental care. CCHCD will implement Trauma Informed Care practices designed to motivate patients to receive dental care. CCHCD will improve health quality of patients by implementing a trauma informed approach universally so that every patient seen will benefit from this experience.

The maximum dollar value assigned to this agreement is \$431,630.00. This agreement is effective April 1, 2018 and will terminate on March 31, 2020. The agreement is retro-active due to receiving it late from CareOregon. County Counsel has reviewed this Agreement on May 3, 2018.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

**Care Oregon
Letter of Agreement**

#8811

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County Health Centers (CCHC), (Provider) for the period of April 1, 2018 to March 31, 2020.

Project: Trauma Informed Dental Care
Provider Contact: Deborah Cockrell
E-mail: dcockrell@co.clackamas.or.us

CareOregon Agreement Number: 18-0401F
CareOregon Project Number: 154052
CareOregon Contact: Alyssa Franzen
Phone: 503-416-5908
E-mail: franzena@careoregon.org

I. Project Description:

CareOregon has approved dental provider submitted proposals that are in alignment with CareOregon's current priorities. Projects will support the Provider's dental program and will invest in stimulating development of innovative and strategic efforts through four investment focus areas:

1. Dental – Medical Integration
2. Access to dental care
3. Care coordination
4. Other innovative programs

Funded projects will improve health quality of members as defined in Exhibit A entitled Detail of Project. Projects are based on best practice models and will track outcome measures for improvement and report them to CareOregon. Funded projects will receive technical support from CareOregon Dental, and Providers will be expected to participate in a collaborative environment with other funded projects under this initiative.

II. Project Objectives:

The goals of this initiative are to:

- A. Improve health quality
- B. Improve CareOregon member experience
- C. Increase the likelihood of better health outcomes reported by metrics described in Exhibit A.II.

III. Terms:

- A. Terms of this Agreement are effective April 1, 2018 and will terminate March 31, 2020
- B. Provider will report project metrics and present outcomes of the program to CareOregon by the deadline of 30 days after each six (6) month reporting period. Progress reports as defined in Exhibit A.III are due:
 - a. October 31, 2018 for the reporting period April 2018 to September 2018
 - b. April 30, 2019 for the reporting period October 2018 to March 2019
 - c. October 31, 2019 for the reporting period April 2019 to September 2019

- d. April 30, 2020 for the reporting period October 2019 to March 2020
- C. CareOregon may request a site visit to meet with Provider and review project progress.
- D. Success of the project will be determined by CareOregon's evaluation of a positive impact on member's health.
- E. Either party can terminate this Agreement with 30 days written notice.

IV. Payment:

- A. CareOregon will pay \$113,170.00 upon receipt of signed agreement.
- B. CareOregon will pay an additional \$84,177.00 contingent on the completion of the Phase I deliverables as defined on Exhibit A.III for each goal.
- C. Phase II Contingency: An additional \$234,283.00 is reserved and may be available in Phase II for additional staffing. This funding is contingent upon CareOregon approval of an additional proposal detailing staffing requirements, staff roles, responsibilities and duties and measurements of their work. Additional project deliverable and targets that will result from the new of FTE is also required to support the need for more staffing and project expansion.
- D. Provider agrees this payment is for the time period outlined above only and does not imply or guarantee ongoing funding.

V. General Provisions:

- A. Should Providers participation contract with CareOregon terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the time period outlined above
- B. Provider agrees that Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Provider Contact changes.
- C. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Agreement. Email approval by CareOregon or the Provider Contact will suffice as written approval.
- D. All copyright interests in materials produced as a result of this Agreement are owned by the Provider. The Provider grants to CareOregon nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt, or otherwise use and license others to use, in print or electronic forms, including electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this Agreement.
- E. Provider agrees to uphold all confidentiality provisions of the Agreement between CareOregon and Provider, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.
- F. Provider is not eligible to participate or receive funding associated with this Letter of Agreement if Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues. All funding associated with this Letter of Agreement will be discontinued until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue to CareOregon's satisfaction. Discontinued funding will not be disbursed.

-Signatures on Next Page-

Agreed to on behalf of Clackamas County
Commissioners signing on behalf by:

Signature

Name: Richard Swift

Title: Director

Date: _____

Agreed to on behalf of CareOregon, Inc.:

Signature

Name: _____

Title: _____

Date: _____

Exhibit A
Detail of Project
2018 Community Health Center

I. Program(s) of Focus:

1. Dental – Medical Integration
2. Access to dental care
3. Care coordination
4. Other innovative programs

II. Program Description

CCHC hopes to transition their dental clinics into trauma informed clinics and improve patient care for individuals seeking dental services through:

- a. Implementing a trauma informed approach universally so that every patient seen will benefit from this experience
- b. Reducing patient anxiety, often associated with dental treatment, by increasing support for individuals who have experienced trauma
- c. Improving the no show rate in the dental clinics by improving the overall patient experience
- d. Training staff in trauma informed care, modifying clinic policies, and implementing trauma informed practices

III. Improvement Metrics:

Deliverables – Phase 1

1. Hire project manager
2. Convene trauma informed dental workgroup
3. Staff to complete Foundations of Trauma Informed Care 101
4. Implement use of Dental Anxiety Scale
5. Implement comfort items pilot
6. Complete environmental assessment
7. Analysis of comfort items pilot based on established data analysis
8. Design and implement dental to Behavioral Health (BH) referral workflow and supporting documents and forms. Includes preliminary evaluation and analysis of process
9. Assessment of readiness and capacity for implementation of warm hand off
10. Staff to complete Trauma Informed Care 201
11. Written evaluation of pilot, outline modifications of strategies and develop roll out plan for phase 2
12. Develop environmental plan and implement environment modifications for Beavercreek and Sunnyside clinics.
13. Develop and implement warm hand off to onsite BH workflow
14. Develop and implement dental referral to BH workflow

15. Staffing proposal developed and submitted prior to phase 2

Metrics – Phase 1

1. 300 patients will have a dental anxiety scale assessment
2. 300 comfort items distributed
3. 50 Dental, Front office, and Medical staff training on Trauma Informed Care (TIC) 101
4. 50 Dental, Front office, and Medical staff training on TIC 201
5. 20 patients (10 per site) referred to BH
6. 40 patients (20 per site) receive a warm hand off/introductions to BH consultants on site

Deliverables – Phase 2

1. Expand environmental improvement to new operatories/sites
2. Complete policy and procedure documentation for Trauma-Informed Dental Care
3. Develop and administer staff questionnaire to measure staff knowledge of TIC
4. Report and analysis of project (specifically patient’s self-reported anxiety)

Metrics – Phase 2

1. 150 patients from Phase 1 will have a dental anxiety scale assessment
2. 300 new patients will have a dental anxiety scale assessment
3. 450 comfort items distributed
4. 50 patients per site referred to BH
5. 20 BH referrals completed per site

Contingency Funds Deliverables– Phase 2 (To be submitted to CareOregon within 6 months of the start of phase 2)*

1. Documented staffing proposal to include:
 - a. Training and onboarding plans
 - b. Staff scope of work
 - c. Staff metrics and deliverables
 - d. Staff sustainability plan

*If a comprehensive staffing proposal (outlined above) is not received within 6 months of the start of phase 2, or if the proposal is not approved by CareOregon, contingency funds will no longer be available for this project.

Payout Phases

Phase 1 Total	\$113,170.00
Phase 2 Total	\$84,177.00
Phase 1 and 2 Total	\$197,347.00
Phase 2 Contingency Funds	\$234,283.00
Total available w/Contingency	\$431,630.00

Funding Area of Focus

Integration and Network

COPY

May 17, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Professional, Technical, and Personal Services Contract with
LifeWorks Northwest to provide Flexible Funding Services

Purpose/Outcomes	Provide flexible funding services to clients enrolled in Health Share of Oregon Clackamas County.
Dollar Amount and Fiscal Impact	Contract maximum payment for two years is \$15,000.
Funding Source	No County General Funds are involved. Funding provided through State of Oregon, Oregon Health Plan (OHP)
Duration	Effective July 1, 2018 through June 30, 2020
Previous Board Action	No previous Board action.
Strategic Plan Alignment	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	#8766

BACKGROUND:

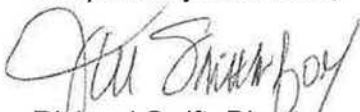
The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department (H3S) request the approval of Professional, Technical and Personal Services Contract #8766 with LifeWorks Northwest, to provide flexible funding for OHP Providers to assist clients with needs not otherwise covered by OHP. Expenditures are approved by Clackamas County Behavioral Health (CCBH) Care Coordinators in accordance with CCBH Client Supports & Services Funds Policy.

This Contract, reviewed and approved by County Counsel on May 7, 2018, is effective July 1, 2018 and terminates on June 30, 2020 with a maximum payment of \$15,000.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, 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

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICES CONTRACT
CONTRACT #8766

This Professional, Technical, and Consultant Services Contract (this "Contract") is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and **LifeWorks Northwest**, hereinafter called "CONTRACTOR".

CONTRACT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to administer flexible services to clients enrolled in Health Share of Oregon Clackamas County as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein (the "Services").

2.0 Term

Services provided under the terms of this Contract shall commence **July 1, 2018 and shall terminate June 30, 2020** unless terminated earlier by one or both parties as provided for in paragraph 6.0.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR as specified in **Exhibit C**, Compensation, for satisfactorily performing contracted services as specified in **Exhibit B**, Scope of Work, as follows:

Total payment to CONTRACTOR shall not exceed **\$15,000.00**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

3.2. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as described in **Exhibit C**, Compensation.

3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this Contract, should CONTRACTOR fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until CONTRACTOR performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

3.4 Financial Records. CONTRACTOR shall maintain complete and legible financial records pertinent to payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles. Financial records shall be retained for at least six (6) years after final payment is made under this Contract or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

3.4.1 CONTRACTOR shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. CONTRACTOR shall make reports and fiscal data generated under and for this Contract available to COUNTY upon request.

3.4.2 COUNTY may conduct a fiscal compliance review of CONTRACTOR as part of compliance monitoring of this Contract. CONTRACTOR agrees to provide, upon reasonable notice, access to all financial

books, documents, papers and records of CONTRACTOR which are pertinent to this Contract to ensure appropriate expenditure of funds under this Contract. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 CONTRACTOR may be subject to audit requirements. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over CONTRACTOR.

3.4.4 CONTRACTOR shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. CONTRACTOR shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this Contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, which by this reference are incorporated herein.

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:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to COUNTY'S setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this Contract without written consent of COUNTY.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of COUNTY, State of Oregon or Federal government. CONTRACTOR is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of CONTRACTOR.

4.4. Tax Laws. The CONTRACTOR represents and warrants that, for a period of no fewer than six (6) calendar years preceding the effective date of this Contract, has faithfully complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. 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;
- iii. 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
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

5.0 General Conditions

5.1 **Indemnification.** CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this Contract.

CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this Contract.

If CONTRACTOR is a public body, CONTRACTOR's liability under this Contract is subject to the limitations of the Oregon Tort Claims Act.

5.2 **Insurance.** COUNTY shall enforce CONTRACTOR compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating the Contract as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Contract, CONTRACTOR shall maintain in force, at its own expense, each insurance noted in **Exhibit D**.

5.3 **Governing Law; Consent to Jurisdiction.** This 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. Any claim, action, or suit between COUNTY and CONTRACTOR that arises out of or relates to performance under this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR by execution of this Contract consents to the in personal jurisdiction of said courts.

5.4 **Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.

5.5 **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 or 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.

5.6 Waiver. The failure of either party to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Contract.

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this Contract:

5.8.1 Workers' Compensation. All subject employers working under this Contract must either maintain workers' compensation insurance as required in the **Exhibit D**.

5.8.2 Oregon Constitutional Limitations. 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 such law, are deemed inoperative to that extent.

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, CONTRACTOR shall:

- i. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance 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 performance of this Contract.
- iii. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.8.4 CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

5.8.5 As required by ORS 279B.230, CONTRACTOR shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR collected or deducted from the wages of its employees pursuant to any law, Contract or Agreement for the purpose of providing or paying for such services.

5.9 Integration. This Contract contains the entire Contract between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or Agreements.

5.10 Ownership of Work Product. All work products of CONTRACTOR which result from this Contract are the exclusive property of COUNTY.

6.0 Termination

6.1 Termination Without Cause. This Contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' notice, in writing, and delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY, by written notice of default (including breach of Contract) to CONTRACTOR, may terminate this Contract effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

- i. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the Contract may be modified to accommodate a reduction in funds.
- ii. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding authorized by this Contract.
- iii. If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
- iv. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this Contract.
- v. If 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 written notice from COUNTY, fails to correct such failures within ten (10) days or such longer period as COUNTY may authorize.

6.3 Transition. Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this Contract with respect to individuals under care of CONTRACTOR to the date of termination.

7.0 Notices

Any notice under this Contract shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to CONTRACTOR:
LifeWorks Northwest
14600 NW Cornell Road
Portland, OR 97229

If to COUNTY:
Clackamas County Behavioral Health Division
2051 Kaen Road, Suite #154
Oregon City, OR 97045

This contract consists of seven (7) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A – Definitions
- Exhibit B – Scope of Work
- Exhibit C – Compensation
- Exhibit D – Insurance
- Exhibit E – CMHP Required Provider Contract Provisions
- Exhibit F – OHP Required Federal Terms & Conditions
- Exhibit G – CMHP Service Element
- Exhibit H – Business Associate Agreement (BAA)

- Exhibit I – Qualified Service Organization Business Associate Agreement (QSOBAA)
- Exhibit J – Certification Statement for Independent Contractor
- Exhibit K – Performance Standards

[Signature Page Follows]

SIGNATURE PAGE

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

LIFEWORKS NORTHWEST

COUNTY OF CLACKAMAS

Authorized Signature Date

Richard Swift Date
Health, Housing, and Human Services

Name / Title (Printed)

066218-17

Oregon Business Registry #

Domestic Nonprofit Corporation / Oregon
Entity Type / State of Formation

COPY

May 17, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Professional, Technical, and Personal Services Contract with LifeWorks Northwest for Supported Employment Services to uninsured and indigent residents

Purpose/Outcomes	Provide Supported Employment services to uninsured and indigent residents of Clackamas County.
Dollar Amount and Fiscal Impact	Contract maximum payment for two years is \$70,000.
Funding Source	No County General Funds are involved. Funding provided through State of Oregon, Community Mental Health Program (CMHP).
Duration	Effective July 1, 2018 through June 30, 2020
Previous Board Action	No previous Board action.
Strategic Plan Alignment	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	#8771

BACKGROUND:

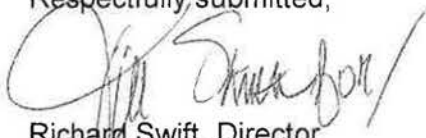
The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department (H3S) request the approval of Professional, Technical and Personal Services Contract #8771 with LifeWorks Northwest to provide Supported Employment services to uninsured and indigent residents of Clackamas County. Supported Employment is an evidence-based practice with services intended to promote rehabilitation and return to productive employment.

This Contract, reviewed and approved by County Counsel on May 7, 2018, is effective July 1, 2018 and terminates on June 30, 2020 with a maximum payment of \$70,000.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

**PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICES CONTRACT
CONTRACT # 8771**

This Professional, Technical, and Consultant Services Contract (this "Contract") is between the County of Clackamas acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and **LifeWorks Northwest**, hereinafter called "CONTRACTOR".

CONTRACT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide **Supported Employment Services to uninsured and indigent residents of Clackamas County** as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein (the "Services").

2.0 Term

Services provided under the terms of this Contract shall commence **July 1, 2018** and shall terminate **June 30, 2020** unless terminated earlier by one or both parties as provided for in paragraph 6.0.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR as specified in **Exhibit C**, Compensation, for satisfactorily performing contracted services as specified in **Exhibit B**, Scope of Work, as follows:

Total payment to CONTRACTOR shall not exceed **\$70,000.00**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

3.2 Method of Payment. To receive payment, CONTRACTOR shall submit invoices as described in **Exhibit C**, Compensation.

3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this Contract, should CONTRACTOR fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until CONTRACTOR performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

3.4 Financial Records. CONTRACTOR shall maintain complete and legible financial records pertinent to payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles. Financial records shall be retained for at least six (6) years after final payment is made under this Contract or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

3.4.1 CONTRACTOR shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. CONTRACTOR shall make reports and fiscal data generated under and for this Contract available to COUNTY upon request.

3.4.2 COUNTY may conduct a fiscal compliance review of CONTRACTOR as part of compliance monitoring of this Contract. CONTRACTOR agrees to provide, upon reasonable notice, access to all financial

books, documents, papers and records of CONTRACTOR which are pertinent to this Contract to ensure appropriate expenditure of funds under this Contract. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 CONTRACTOR may be subject to audit requirements. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over CONTRACTOR.

3.4.4 CONTRACTOR shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. CONTRACTOR shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this Contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, which by this reference are incorporated herein.

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:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to COUNTY'S setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this Contract without written consent of COUNTY.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of COUNTY, State of Oregon or Federal government. CONTRACTOR is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of CONTRACTOR.

4.4. Tax Laws. The CONTRACTOR represents and warrants that, for a period of no fewer than six (6) calendar years preceding the effective date of this Contract, has faithfully complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. 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;
- iii. 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
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

5.0 General Conditions

5.1 **Indemnification.** CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this Contract.

CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this Contract.

If CONTRACTOR is a public body, CONTRACTOR's liability under this Contract is subject to the limitations of the Oregon Tort Claims Act.

5.2 **Insurance.** COUNTY shall enforce CONTRACTOR compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating the Contract as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Contract, CONTRACTOR shall maintain in force, at its own expense, each insurance required in **Exhibit D**.

5.3 **Governing Law; Consent to Jurisdiction.** This 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. Any claim, action, or suit between COUNTY and CONTRACTOR that arises out of or relates to performance under this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR by execution of this Contract consents to the in personal jurisdiction of said courts.

5.4 **Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.

5.5 **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 or 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.

5.6 Waiver. The failure of either party to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Contract.

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this Contract:

5.8.1 Workers' Compensation. All subject employers working under this Contract must either maintain workers' compensation insurance as required in **Exhibit D**.

5.8.2 Oregon Constitutional Limitations. 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 such law, are deemed inoperative to that extent.

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, CONTRACTOR shall:

- i. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance 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 performance of this Contract.
- iii. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.8.4 CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

5.8.5 As required by ORS 279B.230, CONTRACTOR shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR collected or deducted from the wages of its employees pursuant to any law, Contract or Agreement for the purpose of providing or paying for such services.

5.9 Integration. This Contract contains the entire Contract between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or Agreements.

5.10 Ownership of Work Product. All work products of CONTRACTOR which result from this Contract are the exclusive property of COUNTY.

6.0 Termination

6.1 Termination Without Cause. This Contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' notice, in writing, and delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY, by written notice of default (including breach of Contract) to CONTRACTOR, may terminate this Contract effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

- i. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the Contract may be modified to accommodate a reduction in funds.
- ii. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding authorized by this Contract.
- iii. If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
- iv. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this Contract.
- v. If 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 written notice from COUNTY, fails to correct such failures within ten (10) days or such longer period as COUNTY may authorize.

6.3 Transition. Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this Contract with respect to individuals under care of CONTRACTOR to the date of termination.

7.0 Notices

Any notice under this Contract shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to CONTRACTOR:
LifeWorks Northwest
14600 NW Cornell Road
Portland, OR 97229

If to COUNTY:
Clackamas County Behavioral Health Division
2051 Kaen Road, Suite #154
Oregon City, OR 97045

This contract consists of seven (7) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A – Definitions
- Exhibit B – Scope of Work
- Exhibit C – Compensation
- Exhibit D – Insurance
- Exhibit E – CMHP Required Provider Contract Provisions
- Exhibit F – CMHP Required Federal Terms & Conditions
- Exhibit G – CMHP Service Element(s)
- Exhibit H – Business Associate Agreement (BAA)

- Exhibit I – Qualified Service Organization Business Associate Agreement (QSOBAA)
- Exhibit J – Certification Statement for Independent Contractor
- Exhibit K – Performance Standards

[Signature Page Follows]

SIGNATURE PAGE

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

LIFEWORKS NORTHWEST

COUNTY OF CLACKAMAS

Authorized Signature Date

Richard Swift Date
Health, Housing, and Human Services

Name / Title (Printed)

066218-17
Oregon Business Registry #

Domestic Nonprofit Corporation / Oregon
Entity Type / State of Formation

May 17, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Professional, Technical, and Personal Services Contract with LifeWorks Northwest for Supported Employment Services to HealthShare Medicaid Residents

Purpose/Outcomes	Provide Supported Employment services to Health Share Medicaid residents of Clackamas County.
Dollar Amount and Fiscal Impact	Contract maximum payment for two years is \$70,000.
Funding Source	No County General Funds are involved. Funding provided through State of Oregon, Oregon Health Plan (OHP).
Duration	Effective July 1, 2018 through June 30, 2020
Previous Board Action	No previous Board action.
Strategic Plan Alignment	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	#8772

BACKGROUND:

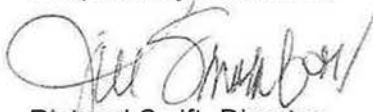
The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department (H3S) request the approval of Professional, Technical and Personal Services Contract #8772 with LifeWorks Northwest to provide Supported Employment services to Health Share Medicaid residents of Clackamas County. Supported Employment is an evidence-based practice with services intended to promote rehabilitation and return to productive employment.

The Contract, reviewed and approved by County Counsel on May 7, 2018, is effective July 1, 2018 and terminates on June 30, 2020 with a maximum payment of \$70,000.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICES CONTRACT
CONTRACT # 8772

This Professional, Technical, and Consultant Services Contract (this "Contract") is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and **LifeWorks Northwest**, hereinafter called "CONTRACTOR".

CONTRACT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide **Supported Employment Services to Health Share Medicaid residents of Clackamas County** as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein (the "Services").

2.0 Term

Services provided under the terms of this Contract shall commence **July 1, 2018 and shall terminate June 30, 2020** unless terminated earlier by one or both parties as provided for in paragraph 6.0.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR as specified in **Exhibit C**, Compensation, for satisfactorily performing contracted services as specified in **Exhibit B**, Scope of Work, as follows:

Total payment to CONTRACTOR shall not exceed **\$70,000.00**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

3.2. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as described in **Exhibit C**, Compensation.

3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this Contract, should CONTRACTOR fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until CONTRACTOR performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

3.4 Financial Records. CONTRACTOR shall maintain complete and legible financial records pertinent to payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles. Financial records shall be retained for at least six (6) years after final payment is made under this Contract or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

3.4.1 CONTRACTOR shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. CONTRACTOR shall make reports and fiscal data generated under and for this Contract available to COUNTY upon request.

3.4.2 COUNTY may conduct a fiscal compliance review of CONTRACTOR as part of compliance monitoring of this Contract. CONTRACTOR agrees to provide, upon reasonable notice, access to all financial

books, documents, papers and records of CONTRACTOR which are pertinent to this Contract to ensure appropriate expenditure of funds under this Contract. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 CONTRACTOR may be subject to audit requirements. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over CONTRACTOR.

3.4.4 CONTRACTOR shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. CONTRACTOR shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this Contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, which by this reference are incorporated herein.

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:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to COUNTY'S setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this Contract without written consent of COUNTY.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of COUNTY, State of Oregon or Federal government. CONTRACTOR is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of CONTRACTOR.

4.4. Tax Laws. The CONTRACTOR represents and warrants that, for a period of no fewer than six (6) calendar years preceding the effective date of this Contract, has faithfully complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. 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;
- iii. 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
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

5.0 General Conditions

5.1 **Indemnification.** CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this Contract.

CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this Contract.

If CONTRACTOR is a public body, CONTRACTOR's liability under this Contract is subject to the limitations of the Oregon Tort Claims Act.

5.2 **Insurance.** COUNTY shall enforce CONTRACTOR compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating the Contract as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Contract, CONTRACTOR shall maintain in force, at its own expense, each insurance noted in **Exhibit D**.

5.3 **Governing Law; Consent to Jurisdiction.** This 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. Any claim, action, or suit between COUNTY and CONTRACTOR that arises out of or relates to performance under this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR by execution of this Contract consents to the in personal jurisdiction of said courts.

5.4 **Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.

5.5 **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 or 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.

5.6 Waiver. The failure of either party to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Contract.

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this Contract:

5.8.1 Workers' Compensation. All subject employers working under this Contract must either maintain workers' compensation insurance as required in the **Exhibit D**.

5.8.2 Oregon Constitutional Limitations. 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 such law, are deemed inoperative to that extent.

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, CONTRACTOR shall:

- i. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance 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 performance of this Contract.
- iii. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.8.4 CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

5.8.5 As required by ORS 279B.230, CONTRACTOR shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR collected or deducted from the wages of its employees pursuant to any law, Contract or Agreement for the purpose of providing or paying for such services.

5.9 Integration. This Contract contains the entire Contract between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or Agreements.

5.10 Ownership of Work Product. All work products of CONTRACTOR which result from this Contract are the exclusive property of COUNTY.

6.0 Termination

6.1 Termination Without Cause. This Contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' notice, in writing, and delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY, by written notice of default (including breach of Contract) to CONTRACTOR, may terminate this Contract effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

- i. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the Contract may be modified to accommodate a reduction in funds.
- ii. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding authorized by this Contract.
- iii. If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
- iv. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this Contract.
- v. If 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 written notice from COUNTY, fails to correct such failures within ten (10) days or such longer period as COUNTY may authorize.

6.3 Transition. Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this Contract with respect to individuals under care of CONTRACTOR to the date of termination.

7.0 Notices

Any notice under this Contract shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to CONTRACTOR:
LifeWorks Northwest
14600 NW Cornell Road
Portland, OR 97229

If to COUNTY:
Clackamas County Behavioral Health Division
2051 Kaen Road, #154
Oregon City, OR 97045

This contract consists of seven (7) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A – Definitions
- Exhibit B – Scope of Work
- Exhibit C – Compensation
- Exhibit D – Insurance
- Exhibit E – CMHP Required Provider Contract Provisions
- Exhibit F – OHP Required Federal Terms & Conditions
- Exhibit G – CMHP Service Element
- Exhibit H – Business Associate Agreement (BAA)

- Exhibit I – Qualified Service Organization Business Associate Agreement (QSOBAA)
- Exhibit J – Certification Statement for Independent Contractor
- Exhibit K – Performance Standards

[Signature Page Follows]

SIGNATURE PAGE

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

LIFEWORKS NORTHWEST

COUNTY OF CLACKAMAS

Authorized Signature

Date

Richard Swift

Date

Health, Housing, and Human Services

Name / Title (Printed)

066218-17

Oregon Business Registry #

Domestic Nonprofit Corporation / Oregon

Entity Type / State of Formation

May 17, 2017

Clackamas County, Board of County Commissioners

Members of the Board:

Approval for the Public Health Division to apply for the Public Health National Center for Innovations (PHNCI) – Innovation Diffusion Grant opportunity

Purpose/Outcomes	This grant will allow the Clackamas County Public Health Division (CCPHD) to develop a web-based tool to assist with community engagement related to the Blueprint for a Healthy Clackamas County. The software that will be used is the Universal Community Planning Tool (UCPT) and will be provided as part of the grant award.
Dollar Amount and Fiscal Impact	Grant award \$15,000. No County General Funds are involved. No matching funds required.
Funding Source	Public Health National Center for Innovations (PHNCI)
Safety Impact	N/A
Duration	June 25 – October 31, 2018
Previous Board Action	None
Contact Person	Dawn Emerick, Public Health Division Director 503.505.0214
Contract No.	N/A

Background:

The Public Health Division of the Health, Housing & Human Services Department, requests the approval to apply for the PHNCI - Innovation Diffusion Grant opportunity. CCPHD submitted a phase 1 application to gain approval to apply for the final phase on April 12, 2018. On April 27, 2018, PHNCI invited the Public Health Division to apply for the final phase in the application process. This project will facilitate collaboration between the Public Health Division, other H3S Divisions, PGA, and TS.

Project:

If awarded, funds will support CCPHD in the implementation of the UCPT, to continue the community engagement for the Blueprint for a Healthy Clackamas County. Grantees are expected to install the UCPT with guided instruction and will host it on a server of

their choice. Upon installation, grantees will attend an in-person training at PHNCI in Alexandria, VA, on June 25-26, 2018.

Project deliverables and benchmarks will be developed by grantees, which include the following:

- Development and implementation of an appropriate marketing campaign. The campaign will need to include email marketing, traditional collateral production and dissemination, community presentations, and social media outreach.
- Development of collaboration stories (e.g. stories from multi-sector partners about the benefits of working together through the UCPT).
- Creation of 3-5 groups with strategies identified within the UCPT, and 3-5 measures per strategy identified within groups.
- Documentation of hyper local data reported on identified measures.
- Documentation of the number of planning partners and number of new planning partners (i.e. partners not previously engaged, including those in other sectors).

Recommendation:

Staff recommends the Board approve CCPHD's request to apply for PHNCI - Innovation Diffusion Grant opportunity.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services Department

Grant Application Lifecycle Form

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

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

** CONCEPTION **

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

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

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

Name of Funding Opportunity: Public Health National Center for Innovations (PHNCI)

Funding Source: Federal State Local: National foundation

Requestor Information (Name of staff person initiating form): Dawn Emerick

Requestor Contact Information: 503.505.0214

Department Fiscal Representative: Sherry L. Olson, PH Business Services Manager

Program Name or Number (please specify): Center for Public Health Advancement/40166

Brief Description of Project:

If awarded, funding will allow the Clackamas County Public Health Division (CCPHD) to develop a web-based tool to assist with equitable community engagement related to the Blueprint for a Healthy Clackamas County. The software that will be used is the Universal Community Planning Tool (UCPT) and will be provided as part of the grant award. The intention of this project is to help communities create a vision based on data collected about their current needs by meaningfully and transparently engaging all residents.

Name of Funding (Granting) Agency: Public Health National Center for Innovations

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

<https://phnci.org/>
1600 Duke Street, Suite 200,
Alexandria, VA 22314
703-778-4549
info@phnci.org

OR

Application Packet Attached: Yes No

Completed By: Erika Zoller, 503.502.1243

Date: 5/8/18

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

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

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

CFDA(s), if applicable:

Announcement Date: 4/4/2018 Announcement/Opportunity #: NA

Grant Category/Title: Foundation/Innovation Diffusion Grant Max Award Value: \$15,000

Allows Indirect/Rate: Yes/12% Match Requirement: None

Application Deadline: 5/11/2018
Grant Start Date: 6/25/2018
Grant End Date: 10/31/2018
Completed By: Erika Zoller
Pre-Application Meeting Schedule: None

Other Deadlines:
Other Deadline Description:

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

Mission/Purpose:

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

This grant will support H3S's mission to ensure healthy families and strong communities in Clackamas County. A necessary component of this mission is ongoing engagement with community members to ensure that our priorities reflect the priorities of our community members. The PHNCI grant will enable H3S to support our mission.

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

This grant supports ongoing community engagement that is related to the Blueprint for a Healthy Clackamas County and CCPHD's Performance Clackamas (MFR) measure to reduce the health outcome disparities identified in the Community Health Improvement Plan (Blueprint) by 5%. This grant also supports CCPHD's Public Health Modernization efforts to develop our public health informatics core.

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

NA

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

Project objectives and deliverables are below. CCPHD will achieve these objectives through regular communication and technical assistance with the funder.

- Development and implementation of an appropriate health communications campaign. The campaign will need to include email marketing, traditional collateral production and dissemination, community presentations, and social media outreach.
- Development of collaboration stories (e.g. stories from multi-sector partners about the benefits of working together through the UCPT).
- Creation of 3-5 groups with strategies identified within the UCPT, and 3-5 measures per strategy identified within groups.
- Documentation of hyper local data reported on identified measures.
- Documentation of the number of planning partners and number of new planning partners (i.e. partners not previously engaged, including those in other sectors).
- Implementation of the UPCT

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

No. If awarded, the project will be called the Public Health National Center for Innovations, Universal Community Planning Tool.

Organizational Capacity:

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

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

Yes. A public health informatics coordinator, communication coordinator, and project manager are required.

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

and are they committed to the same goals?

No

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

NA

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

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

Collaboration

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

PGA, TS

Reporting Requirements

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

No program reporting requirements specified. Deliverables are highlighted in section III, question 4.

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

Performance is based on implementation of the UCPT and level of community engagement.

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

None specified

Fiscal

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

Unknown. The tool is free for CCPHD.

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

None

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

No

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

One-time funding. The funding does not support a position. The platform is open-source and the funder provides technical assistance for ongoing operation.

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

Yes. 12%

--

Program Approval:

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

Yes. 12%

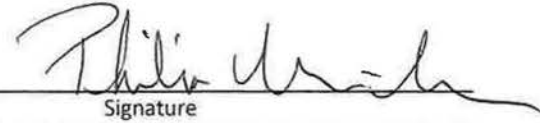
Program Approval:

PHILIP MASON-JOYNER

Name (Typed/Printed)

5/8/2018


Date



Signature

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

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Dawn Emerick	5/8/2018	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Name (Typed/Printed)	Date	Signature

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

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

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



May 17, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way and Easements for the SE Torbank Road (River Rd - Trolley Tr) Sidewalks Project and Authorizing Negotiations and Eminent Domain Actions

Purpose/Outcomes	Under ORS 35 and the federal Uniform Act, a local government agency is authorized to declare by resolution or ordinance the necessity and the purpose for which the project is required by enacting a Resolution of Necessity prior to initiating acquisition of the easements or other property rights from abutters to the project.
Dollar Amount and Fiscal Impact	The right of way budget for the project is \$71,600 and is included within the \$779,809 total project budget.
Funding Source	Total Project Budget: \$779,809 County Road Funds: \$369,730 Fee in Lieu of (FILO) Funds: \$410,079
Safety Impact	The project will improve safe routes for children traveling to local schools.
Duration	The Resolution remains active throughout the project's duration and terminates upon completion of the project or when all litigation associated with the project is concluded.
Strategic Plan Alignment	Build a strong infrastructure
Previous Board Action	None
Contact Person(s)	Jonathan Hangartner, DTD Project Manager @ 503-742-4649 Sharan Hams-LaDuca, DTD Sr. Right of Way Agent @ 503-742-4675

Clackamas County has Fee in Lieu of (FILO) funds from developers that provide payment instead of constructing required frontage improvements on County roads. FILO and County Road funds will be used to construct sidewalk facilities along SE Torbank Road on the south side of the road between River Road and Oak Grove Elementary School. The majority of the existing street lacks pedestrian facilities needed to provide safe routes for students that are traveling to and from Oak Grove Elementary and other area schools. These pedestrian improvements will provide an important connection to an Essential Pedestrian Network and an existing sidewalk alongside the school's frontage. In addition to pedestrian improvements, this project will also provide a new and improved system for conveyance and treatment of stormwater.

SE Torbank Road will be overlaid with asphalt concrete pavement from SE River Road to SE Arista Drive. The existing curb ramps will be rebuilt according to current ADA standards, and the existing driveways along the north side of Torbank Road will be rebuilt to provide smooth transitions onto the

public roadway. The total estimated cost of the asphalt pavement overlay, curb ramp rebuilds, and driveway connections is \$212,545.

The project has been planned and located in a manner which is most compatible with the greatest public good and which causes the least private injury. In order to construct the improvements as designed, additional rights of way and easements will be required.

The Board has authority under ORS Chapter 35 to acquire rights of way and easements by purchase or condemnation proceedings.

The resolution directs the Department of Transportation and Development (Department) staff to fairly determine the amount of Just Compensation in accordance with all applicable laws, rules, and regulations and negotiate in good faith in accordance with all applicable laws, rules, and regulations in an attempt to reach agreement as to the amount of just compensation owed each affected property owner. The resolution authorizes staff to utilize the expertise of authorized real estate appraisers and other such experts to assist in the acquisition process. The resolution further requires the Director of the Department to notify the Board if the exercise of the power of eminent domain becomes necessary. Only after this process is completed does it authorize the Office of County Counsel to file a Condemnation Action.

Staff respectfully requests that the Board approve a Resolution of Necessity and Purpose for the acquisition of necessary rights of way and easements to provide for construction of the SE Torbank Road (River Road - Trolley Trail) Sidewalks Project.

The Resolution has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Resolution of Necessity and Purpose authorizing the acquisition of necessary rights of way and easements by negotiation if possible, or condemnation, if necessary.

Sincerely,

Joel Howie
Transportation Construction Manager

In the Matter of the SE Torbank Road
(River Rd - Trolley Tr) Sidewalks Project
Declaring the Necessity and Purpose for
Acquisition of Rights of Way and Easements
and Authorizing Negotiations and
Negotiations and Eminent Domain Actions

Order No.
Page 1 of 2

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") at its regularly scheduled meeting on May 17, 2018 and,

It appearing to the Board that the SE Torbank Road (River Rd - Trolley Tr) Sidewalks Project ("Project"), which will improve safe routes for children traveling to and from school; provide an important connection to an Essential Pedestrian Network; provide an asphalt concrete pavement overlay along a large portion of SE Torbank Road; that the Project is consistent with the powers and purposes of County government; and that the Project is necessary for the continued growth, safety and welfare of the community; and,

It further appearing to the Board that the Project has been developed and reviewed by County Staff; and

It further appearing to the Board that the Project has been planned and located in a manner which is most compatible with the greatest public good and causes the least private injury; and,

It further appearing to the Board that rights of way, easements, and fee property within the boundaries described and depicted in the attached Exhibit "A" are a necessary part of the Project; and,

It further appearing to the Board that the acquisition of the necessary rights of way, easements, and fee property are described as follows: the centerline is described in Exhibit "A"; the width of right-of-way will be in accordance with the Clackamas County Comprehensive Plan and Transportation System Plan; ancillary easements including sign, slope, sidewalk, utility, wetland mitigation, storm water treatment, storm water detention, traffic and safety facility, and temporary construction purposes, together with such incidental additional right-of-way at intersections and due to topography, all as may be reasonably necessary to accommodate project design; and any uneconomic remnants, as determined by appraisal; all being in the public interest in order to commence and complete the Project in a timely manner; and,

It further appearing that the Board has authority under ORS Chapter 35 to acquire rights of way, easements, and fee property by purchase or eminent domain proceedings.

In the Matter of the SE Torbank Road
(River Rd - Trolley Tr) Sidewalks Project
Declaring the Necessity and Purpose for
Acquisition of Rights of Way and Easements
and Authorizing Negotiations and
Negotiations and Eminent Domain Actions

Order No.
Page 2 of 2

NOW, THEREFORE, IT IS HEREBY RESOLVED that this Board declares it necessary and in the public interest that the County Department of Transportation and Development (Department), in connection with this Project, immediately begin the acquisition process, in accordance with all applicable laws, rules, and regulations governing such process, for the necessary rights of way, easements, and fee property, either through negotiation, agreement, and purchase, or, if necessary, by commencement of eminent domain proceedings.

IT IS FURTHER ORDERED THAT:

1) The Department be authorized to, in good faith, attempt to negotiate agreements of just compensation with owners of affected property identified as necessary within the boundaries of Exhibit "A". In so doing, the Department is authorized to retain real estate appraisers, negotiators, and other such experts deemed necessary to assist staff with the acquisition process; and,

2). It is the intention of the Board that the required rights of way, easements, and fee property be obtained through good faith negotiation. The Board acknowledges that the exercise of the power of eminent domain may be necessary. The Director of the Department shall inform the Board when the Director deems eminent domain necessary. Thereafter, the Office of County Counsel is authorized to file complaints of condemnation with the circuit court of the County and take such other steps as it determines necessary for the immediate possession of required rights of way, easements, and fee property and the successful litigation of the condemnation action, including the retention of real estate appraisers, experts and other consultants deemed necessary to the successful conclusion of that litigation.

Dated this _____ day of _____, 2018.

Chair

Recording Secretary

EXHIBIT "A"

Torbank Road
April 25, 2018

Project No. CI-22243
DTD No. 21084
Page 1 of 1

EXISTING CENTERLINE DESCRIPTION FOR TORBANK ROAD (COUNTY ROAD NUMBER 2056, DTD NUMBER 21084)

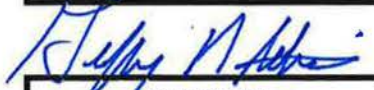
A roadway situate in the southwest 1/4 of Section 1 and the southeast 1/4 of Section 2, Township 2 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, the centerline of which is more particularly described as follows;

Beginning at the intersection of Torbank Road (County Road Number 2056) and River Road (County Road Number 172), said beginning point bears North 33°55'53" West, 3388.53 feet and South 89°09'34" West, 1352.46 feet from the northeast corner of the Susan Creighton Donation Land Claim (DLC) Number 50, Township 2 South, Range 1 East, Willamette Meridian, said corner being marked by a 3-1/4" diameter bronze disk in concrete as shown on USBT Entry 2015-017, Clackamas County Surveyor's Office;

Thence, along the existing centerline of said Torbank Road, North 89°09'34" East, 1352.46 feet to a 1/2" diameter iron pipe and the terminus of Torbank Road.

Basis of bearings for this description is held from the Oregon Coordinate Reference System, Portland Zone (OCRS) NAD 83 (2011) epoch 2010 and as shown on Survey Number 2017-196, Clackamas County Surveyor's Office.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
FEBRUARY 08, 2000
GEFFORY N. ADAIR
58984

RENEWS: 12-31-19



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with North Santiam Paving Co. for
Maplelane Road Paving Package**

Purpose/Outcomes	This Contract will resurface about 4.4 miles of roads which include Maplelane Road, Ferguson Road, Holly Lane and Redland Road. These roads will be resurfaced with asphalt pavement.
Dollar Amount and Fiscal Impact	Contract value is \$1,457,701.70
Funding Source	416-2433-02104-481200- RM 2017-701
Duration	Contract execution through August 31, 2018
Previous Board Action	
Strategic Plan Alignment	This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.
Contact Person	Vince Hall, Project Manager 503-650-3210

Background:

The Maplelane Paving Package is an asphalt paving contract. This contract will resurface about 4.4 miles of roads, which will include:

- *Maplelane Road between Maplelane Court and Ferguson Road,
- *Holly Lane between Redland Road and Maplelane Road,
- *Ferguson Road between Redland Road and Beckman Road.

The roads to be paved as part of this contract were chosen by analyzing the existing conditions of the road surfaces with the network and evaluating the traffic volumes to determine the best use of the County's limited transportation funds.

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

Procurement Process:

This project advertised in accordance with ORS and LCRB Rules on January 30, 2018. Bids were opened on February 28, 2018. The County received five (5) bids: Brix Paving Northwest, \$1,684,234.96; S-2 Contractors, \$1,802,379.00; Eagle-Elsner, Inc., \$1,556,077.60; Knife River Corporation- NW, \$1,681,159.00; and North Santiam Paving Co., \$1,457,701.70. North Santiam Paving Co. was determined to be lowest responsive bidder.

This contract has been reviewed and approved by County Counsel.

Recommendation:

Staff respectfully recommends that the Board approves and signs this construction services contract with North Santiam Paving Co. for the Maple lane Paving Package.

Sincerely,

Dan Johnson,
Director

Placed on the BCC Agenda _____ by Procurement



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

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

Project Name: **#2018-10 Maplelane Road Paving Package**

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **One Million Four Hundred Fifty-Seven Thousand Seven Hundred One Dollars and Seventy Cents (\$1,457,701.70)** (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 (11/1/2017) ("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.

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

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

2. Representatives.

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

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

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

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

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

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

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

4. Contract Dates.

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

SUBSTANTIAL COMPLETION DATE: June 30, 2018

FINAL COMPLETION DATE: December 31, 2018

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

5. Insurance Certificates.

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may emailed to Procurement@clackamas.us.

6. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

7. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to 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.

8. Counterparts.

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

9. Integration.

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.

10. Liquidated Damages

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

- 10.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:
 - 10.1.1. \$800.00 per Calendar day past the Substantial Completion as detailed in 00180.85(b) of the Special Provisions.

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

Contractor DATA:
North Santiam Paving Co.
P.O. Box 516
Stayton, Oregon 97383

Contractor CCB # 53247 Expiration Date: 4/27/2019
Oregon Business Registry # 104940-11 Entity Type: DBC State of Formation: Oregon

Signature page to follow.

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.

North Santiam Paving Co.

Clackamas County Board of County Commissioners

Authorized Signature Date

Chair Date

Name / Title Printed

Recording Secretary Date

APPROVED AS TO FORM

County Counsel Date



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Authorization to Purchase Rodda Paint
For Road Striping Paint**

Purpose / Outcome	Approval to purchase Rodda Paint utilizing Washington State, County of Spokane cooperative Contract #P10162
Dollar Amount and Fiscal Impact	Up to \$250,000.00 per year, for up to five years.
Funding Source	Clackamas County Department of Transportation and Development – Transportation Maintenance Division
Duration	To begin upon signature, completion date June 30, 2023
Previous Board Action/Review	n/a
Strategic Plan Alignment	To build and maintain a strong infrastructure
Contact Person	Everett Hay, 503-650-3205

Background:

The Transportation Maintenance Division has requested to purchase up to two hundred fifty thousand dollars (\$250,000.00) of striping paint in white and yellow. This white and yellow waterborne traffic paint is used to stripe County roads and we also contract with cities to stripe roads within their jurisdiction.

This will allow Clackamas County to stripe County roads with Swarco Paint, which is distributed from Rodda Paint. In the past, we have used a different paint, which has been having quality issues, including plugged totes.

Procurement Process:

Approval of this purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase will be made off cooperative contract #P10162 with the County of Spokane, State of Washington, Cooperative Purchasing Agreement through Rodda Paint Company. A notice of intent to purchase up to two hundred fifty thousand dollars (\$250,000.00) was issued on March 5, 2018. No comments were received by the time of closing on March 12, 2018.

Recommendation:

Staff recommends the Board of County Commissioners authorize Clackamas County Department of Transportation and Development, Transportation Maintenance Division, to purchase up to \$250,000 of striping paint per year, for up to five years, to be procured through the Cooperative Purchasing Agreement through Rodda Paint Company (contract #P10162) with the County of Spokane, State of Washington.

Sincerely,

Dan Johnson, Director
Department of Transportation and Development

Placed on the Board Agenda of _____ by the Procurement Division.

DRAFT

Approval of Previous Business Meeting Minutes:

April 12, 2018

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

<http://www.clackamas.us/bcc/business.html>

Thursday, April 12, 2018 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader
Housing Authority Commissioner Paul Reynolds

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard announced the Board would recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item and he introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY CONSENT AGENDA

Chair Bernard asked the clerk to read the consent agenda by title, then asked for a motion.

~Board Discussion~ <http://www.clackamas.us/bcc/business.html>

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 6-0.

1. Resolution #1929 - Approval of supporting the Housing Authority of Clackamas County Application for a Metro 2040 Community Planning and Development Grant for the Clackamas Heights Master Plan

Chair Bernard announced the Board will Adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

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

1. Proclaiming Grange Month in Clackamas County (BCC)

Chair Bernard welcomed Ed Lutterell and Don Kingsborough Grange members.

- Mr. Luttrell, Clackamas Pomona Grange No. 1 – gave a history of Granges in Clackamas County and stated they are celebrating a 150 years.
- Mr. Kingsborough, West Linn – long-term member of the Grange. He spoke about participation in the granges and what granges do – he invited the Board and citizens to the Warner Grange for an event on June 10.

~Board Discussion~

Commissioner Humberston read the proclamation.

Chair Bernard asked for a motion.

MOTION:

Commissioner Humberston: I move we Proclaim April as Grange Month in Clackamas County.
Commissioner Schrader: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

III. CITIZEN COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

1. Kate Greenfield, Wilsonville – Commented regarding Commissioner Savas comments regarding Wilsonville Urban Renewal Plan Amendment for safety and traffic concerns. She thanked the Board for supporting this issue.
2. Shirley Stageberg, Milwaukie – Commented regarding the O&C Counties Lawsuit and asked the Board to withdraw as a member from the O&C Counties.
3. Les Poole, Gladstone – Commented on ODOT value pricing meeting and concerns around tolling and transportation.
4. Everett Hall, Happy Valley – Commented regarding the Florida School shooting and gave comparisons; he said people have a right to protect themselves.

~Board Discussion~

IV. PUBLIC HEARINGS

1. Second Reading of Ordinance No. 03-2018 Amending the Rules and Regulations of Water Environment Services Regarding Sanitary Sewer and Surface Water Management Services *1st reading was 3-29-18*

Ron Wierenga, Water Environment Services presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wished to speak; seeing none, he closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we read the Ordinance by title only.
Commissioner Schrader: Second.
all those in favor/opposed:
Commissioner Humberston: Aye.
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard asked the Clerk to read the Ordinance by title only, then asked for a motion.

MOTION:

Commissioner Humberston: I move we Adopt Ordinance No. 03-2018 Amending the Rules and Regulations of Water Environment Services Regarding Sanitary Sewer and Surface Water Management.
Commissioner Fischer: Second.

~Board Discussion~

all those in favor/opposed:
Commissioner Humberston: Aye.
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

2. Public Hearing on the Proposed Housing and Community Development 2018 Action Plan

Kevin Ko, Community Development presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wished to speak on this item.

1. Les Poole, Gladstone – Asked for a clarification of what the Home program is and what they do.

~Board Discussion~

Chair Bernard closed the public hearing and announced, there will be no Board Action on this item today. This will come back for Board Action at the Thursday, May 3, 2018 regular scheduled Business meeting.

V. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title, he then asked for a motion.

MOTION:

- Commissioner Humberston: I move we approve the consent agenda as amended removing item 5 (A.1) for further discussion.
- Commissioner Fischer: Second.
- all those in favor/opposed:
- Commissioner Humberston: Aye.
- Commissioner Fischer: Aye.
- Commissioner Savas: Aye.
- Commissioner Schrader: Aye.
- Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

A. Health, Housing & Human Services

1. Approval of a Construction Contract with SUBCOM Excavation & Utilities, LLC for the Clackamas County Veterans' Village Site Improvements Project

Chair Bernard opened the floor for further discussion on item A.1 regarding a construction contract for the Clackamas County Veteran's Village Project.

~Board Discussion~

<http://www.clackamas.us/bcc/business.html>

MOTION:

- Commissioner Humberston: I move Approval of a Construction Contract with SUBCOM Excavation & Utilities, LLC for the Clackamas County Veterans' Village Site Improvements Project.
- Commissioner Schrader: Second.
- all those in favor/opposed:
- Commissioner Humberston: Aye.
- Commissioner Fischer: Abstain.
- Commissioner Savas: Aye.
- Commissioner Schrader: Aye.
- Chair Bernard: Aye – the Ayes have it, the motion carries 4-0-1.

2. Approval of Amendment No. 6 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County

3. Approval of a Service Agreement with Walmart Pharmacies Partnering with Clackamas County Health Centers Division in Participation with Pharmacy Services Agreement

B. Department of Transportation & Development

1. Approval and Authorization to Purchase Rodda Paint for Road Striping in Clackamas County - *Procurement*

C. Finance Department

1. Resolution No. **2018-21** for a Clackamas County Supplemental Budget (Less than 10%) for Fiscal Year 2017-2018
2. Resolution No. **2018-22** for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2017-2018
3. Resolution No. **2018-23** for Clackamas County for Transfer of Appropriations for Fiscal Year 2017-2018

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement with North Clackamas School District for School Resource Officer's for the 2017-2018 School Year - *CCSO*
3. Approval of the Victims of Crime Act 2018-2019 Support Services and Training Grant Award for the District Attorney's Office - *DA*

E. Technology Services

1. Approval of Amendment No. 3 to the Service Level Agreement between Clackamas Broadband eXchange and Lightspeed Networks for Dark Fiber Connection

F. Public & Government Affairs

1. Board Order No. **2018-24** Approving an Extension of the Cable Television Franchise with Beaver Creek Cooperative Telephone Company

VI. SERVICE DISTRICT NO. 5

1. Approval of a Contract with EC Company for Construction Services for the SE McLoughlin Blvd. Phase 2 Street Lighting Improvements - *Procurement*

VII. COUNTY ADMINISTRATOR UPDATE

<http://www.clackamas.us/bcc/business.html>

VIII. COMMISSIONERS COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

Meeting Adjourned 11:55am



CRAIG ROBERTS, Sheriff

Clackamas County Sheriff's Office

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract with 911 Supply, Inc. for Uniforms
For Clackamas County Sheriff's Office

Purpose /Outcomes	This contract is for Uniforms for the Clackamas County Sheriff's Office.
Dollar Amount & Fiscal Impact	<i>\$175,000 annually, and not to exceed \$875,000 for the total contract compensation</i>
Funding Source	216-422720-various divisions
Duration	Term of Contract from execution to June 30, 2023
Previous Board Action/Review	Similar contracts have been approved by the Board.
Strategic Plan Alignment	n/a
Contact Person	Captain Kevin Poppen, Support Services

BACKGROUND:

The Clackamas County Sheriff's Office (CCSO) is seeking the most qualified and cost effective vendor to provide uniforms and accessories for our agency. The chosen vendor will focus on quality control to include consistent color, composition and availability as well as a proven history of being customer service oriented, accurate and timely.

CCSO provides service uniforms to sworn employees to include a Class A "Dress" Uniform, Class B "Patrol" Uniform, as well as a training uniform (pants and a polo). The uniforms need to be available in a full range of sizes, customized in various ways when needed for both men and women.

Our agency provides uniforms to approximately 350 sworn employees, and 25 non-sworn employees.

PROCUREMENT PROCESS:

This Contract is to purchase against the City of Salem, (Salem, Oregon) Contract #167042 for Uniforms, Polo Shirts and Baseball Hats and a notice of intent to purchase was advertised in accordance with ORS and LCRB Rules on March 22, 2018. No comments were received by the time of closing on March 29, 2018.

The total contract amount is not to exceed \$175,000.00 annually with a total contract value of \$875,000.00

The project specifications require a contract expiration date of June 30, 2023.

This Contract has been reviewed and approved by County Counsel.

"Working Together to Make a Difference"

2223 Kaen Road, Oregon City, OR 97045 • Tel 503-655-8218 • Fax 503-655-8549 • www.clackamas.us/sheriff

RECOMMENDATION:

Staff recommends the Board of County Commissioners of Clackamas County approve Contract with 911 Supply Inc. for Uniforms for the Clackamas County Sheriff's Office.

Respectfully submitted,

Craig Roberts, Clackamas County Sheriff

Placed on the _____ agenda by Procurement.



CLACKAMAS COUNTY GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this "Contract") is entered into between **911 Supply, Inc.** ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") for the purposes of providing Uniforms.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2023**. 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. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract is to purchase against the City of Salem, (Salem, Oregon) Contract #167042 for Uniforms, Polo Shirts and Baseball Hats. The Scope of Work as described in Contract #167042, City of Salem, for Uniforms, Polo Shirts and Baseball hats, and hereby incorporated by reference. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, the Contractor's Quote attached and hereby incorporated by reference as Exhibit "A." Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County's Representative for this contract is: Elisa Crebs.

III. COMPENSATION

- 1. PAYMENT.** The County 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 **one hundred seventy-five thousand dollars (\$175,000.00)** per fiscal year and the total Contract compensation shall not exceed **eight hundred seventy-five thousand dollars (\$875,000.00)**.
- 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 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 County contract and/or purchase order numbers. All charges shall be billed monthly 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 County Representative at: CCSO Account Payable, 2223 Kaen Road, Oregon City, OR 97045, or via email at ccsofinance@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. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) 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. County certifies 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 County'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 County 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 County 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 County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. HAZARD COMMUNICATION. Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County'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 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 County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); 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 ORS Chapter 656.

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

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 County 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 County, its 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 County, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the County 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 County, its 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 County, at its option, may require a complete copy of the above policy.

C. Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. 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 Clackamas County and its officers, elected officials, agents, 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 County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County 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 County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County 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 County.

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 County 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 County, such facsimile transmission must be confirmed by telephone notice to County'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 County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County 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 County 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 County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor’s liability and County’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 County to Contractor. The County agrees 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, and 21.

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 County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

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 County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

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 County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, 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 County 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 County 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 County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County 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 County, less previous amounts paid and any claim(s) which the County 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 County on demand. (B) In the

event of termination pursuant to Sections 20(B)(ii) or 20(C), the County 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 County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

22. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. 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.

25. FORCE MAJEURE. Neither County 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, County'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.

26. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

27. 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 County 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 County 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. (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.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handling 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 County except as to latent defects, fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, 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 County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County 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 County'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.

30. 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.

EXHIBIT A
CONTRACTOR'S QUOTE



911 Supply Inc.
 4484 River Rd N
 Keizer, OR 97303
 503-393-4911
 503-393-2107

P.O. NO. _____
 DATE April 5, 2018
 Prices good through 12/31/2018

TO: **Elisa Crebs**
Clackamas County Sheriff
9101 SE Sunnybrook Blvd
Clackamas, OR 97015

SHIPPING METHOD	SHIPPING TERMS	PAYMENT TERMS
Deliver/UPS	PPD CHG	NET 30

QTY	STYLE #	DESCRIPTION	BRAND	UNIT PRICE	LINE TOTAL
1	SX03	Second Chance Summit Level IIIA, NIJ .06 Vest	Second Chance	\$ 755.00	\$ 755.00
1	M1	(1) M1 Black concealable carrier	Second Chance	\$ 85.00	\$ 85.00
		Deputy pay \$215			\$ 840.00
1	SM02	Second Chance Summit Level IIIA, NIJ .06 Vest	Second Chance	\$ 735.00	\$ 735.00
1	M1	(1) M1 Black concealable carrier	Second Chance	\$ 65.00	\$ 65.00
		Deputy pay \$175			\$ 800.00
1	XT03	ABA Extreme Level IIIA, NIJ .06 Vest	Second Chance	\$ 615.00	\$ 615.00
1	M1	(1) M1 Black concealable carrier	Second Chance	\$ 85.00	\$ 85.00
		Deputy pay \$75			\$ 700.00
1	MR02	Second Chance Monarch Level IIIA, NIJ .06 Vest	Second Chance	\$ 570.00	\$ 570.00
1	E1	(1) E1 Black concealable carrier	Second Chance	\$ 55.00	\$ 55.00
		Deputy pay \$0			\$ 625.00
		CCSO Pays max \$625 for body armor			
		2nd carrier price only good with vest purchase			

SUBTOTAL	
TOTAL	

Quotation prepared by: Richard Cummings

1. This is a quotation on the goods named, subject to the conditions noted below:

2. To accept this quotation, sign in space at right and return:

3. Send all correspondence to:
 Richard Cummings
 911 Supply Inc.
 4484 River Rd N
 Keizer, OR 97303

Authorized by _____

Date _____



QUOTE

911 Supply Inc
 4484 River Rd N
 Keizer, OR 97303
 Ph. 503-393-4911
 Fax 503-393-2107

P.O. NO. _____
 DATE February 1, 2018
 PRICING GOOD THRU 12/31/18

TO: **Elisa Crebs**
Clackamas County Sheriff
9101 SE Sunnybrook Blvd
Clackamas, OR 97015

SHIPPING METHOD	SHIPPING TERMS	PAYMENT TERMS
UPS	PPD/CHG	NET 30

QTY	ITEM #	DESCRIPTION	COLOR	UNIT PRICE	LINE TOTAL
		Duty Jackets			
1	4660-28	Blauer Neoprene Softshell Jacket	OD Green	\$ 114.99	114.99
1	48112-019	5.11 Sabre Jacket (Sizes Sm-2XL)	Black	\$ 249.99	249.99
		Dress Ike Jackets			
1	10509	United 55/45 Poly/Wool Ike Jacket	OD green	\$ 270.00	270.00
1	lace	Gold Lace on sleeves - per line	Gold	\$ 25.00	25.00
1	48112-019	5.11 Tactical Sabre Jacket	Black	\$ 249.99	249.99
		Jacket price includes sewing on Dept. patches,			
		Jacket prices valid for Sm-3XL or size 48			
				SUBTOTAL	
				TOTAL	

Quotation prepared by: Richard Cummings

1. This is a quotation on the goods named, subject to the conditions noted below:

2. To accept this quotation, sign in space at right and return:

3. Send all correspondence to:
 Richard Cummings
 911 Supply Inc.
 4484 River Rd N
 Keizer, OR 97303



QUOTE

911 Supply Inc.
 4484 River Rd N
 Keizer, OR 97303
 Ph. 503-393-4911
 Fax 503-393-2107

P.O. NO. _____
 DATE February 23, 2018
 PRICING GOOD THRU 12/31/18

TO: **Elisa Crebs**
Clackamas County Sheriff
9101 SE Sunnybrook Blvd
Clackamas, OR 97015

SHIPPING METHOD	SHIPPING TERMS	PAYMENT TERMS
UPS	PPD/CHG	NET 30

QTY	ITEM #	DESCRIPTION	COLOR	UNIT PRICE	LINE TOTAL
1	71049	5.11 Tactical Performance Polo (sizes Sm-2XL)	Specify	\$ 39.99	\$ 39.99
1		Name embroidered on front right chest in white block text	Specify	\$ 5.00	\$ 5.00
1		CCSO embroidered on left chest		\$ 5.00	\$ 5.00
1	8134	Blauer Performance Polo Shirt (Sizes Sm-3XL)	Specify	\$ 34.99	\$ 34.99
1		Name embroidered on front right chest in white block text	Specify	\$ 5.00	\$ 5.00
1		CCSO embroidered on left chest		\$ 5.00	\$ 5.00
1	1248196	Under Armor Heatgear Tactical Long Sleeve T-Shirt	Black	\$ 29.99	\$ 29.99
1		Embroider "CLACKAMAS COUNTY" over "SHERIFF'S OFFICE"	White	\$ 5.00	\$ 5.00

Quotation prepared by: Richard Cummings

SUBTOTAL

1. This is a quotation on the goods named, subject to the conditions noted below:

2. To accept this quotation, sign in space at right and return:

TOTAL

3. Send all correspondence to:
 Richard Cummings
 911 Supply Inc.
 4484 River Rd N
 Keizer, OR 97303

Authorized by

Date



QUOTE

911 Supply Inc.
 4484 River Rd N
 Keizer, OR 97303
 503-393-4911
 503-393-2107

P.O. NO. _____
 DATE February 23, 2018
 Prices good through 12/31/2018

TO: **Elisa Crebs**
Clackamas County Sheriff
9101 SE Sunnybrook Blvd
Clackamas, OR 97015

SHIPPING METHOD	SHIPPING TERMS	PAYMENT TERMS
UPS	PPD CHG	NET 30

QTY	STYLE #	DESCRIPTION	Color	UNIT PRICE	LINE TOTAL
1	DN6313	Safariland MOLLE Outer Carrier, "Oregon City"	OD Green	\$ 200.00	\$ 200.00
		version w/yellow SHERIFF ID panels front and back			
		front zip up carrier			
1	Name Tape	Custom Velcro Name Tape	OD Green	\$ 13.00	\$ 13.00
1	Specify	Safariland ProTech MOLLE Pouches (See list)	OD Green	\$ 24.00	\$ 24.00
		This carrier is built to fit your proper fitting			
		Safariland brand concealable ballistic panels.			
		Please allow 12-15 weeks for delivery			

Quotation prepared by: Richard Cummings

SUBTOTAL

1. This is a quotation on the goods named, subject to the conditions noted below:
2. To accept this quotation, sign in space at right and return:
3. Send all correspondence to:

TOTAL

Richard Cummings
 911 Supply Inc.
 4484 River Rd N
 Keizer, OR 97303

Authorized by _____

Date _____



QUOTE

911 Supply Inc
 4484 River Rd N
 Keizer, OR 97303
 Ph. 503-393-4911
 Fax 503-393-2107

P.O. NO. _____
 DATE February 1, 2018
 PRICING GOOD THRU 12/31/18

TO: **Elisa Crebs**
Clackamas County Sheriff
9101 SE Sunnybrook Blvd
Clackamas, OR 97015

SHIPPING METHOD	SHIPPING TERMS	PAYMENT TERMS
UPS	PPD/CHG	NET 30

QTY	ITEM #	DESCRIPTION	COLOR	UNIT PRICE	LINE TOTAL
		OD GREEN Trousers			
1	8980-28	Blauer Poly/Rayon Cargo Pocket Trousers, No SAPS	OD Green	\$ 69.99	69.99
1	8690P61-28	Blauer Poly/Wool 55/45 Class A 4 Pkt Trousers, W/SAPS	OD Green	\$ 89.99	89.99
1	74369-190	5.11 Stryke Pants (Sizes 28-44)	TDU Green	\$ 65.00	65.00
		Silver Tan Poly/Wool Shirts 75/25 Blend			
1	8446-45	Blauer Poly/Wool Short Sleeve Super Shirt w/Zipper	Silver Tan	\$ 68.99	68.99
1	8436-45	Blauer Poly/Wool Long Sleeve Super Shirt w/Zipper	Silver Tan	\$ 74.99	74.99
		ArmorSkin StreetShirts			
1	8472-45	Blauer S/S StreetShirt Poly/Wool 75/25 Blend	Silver Tan	\$ 44.99	44.99
1	8471-45	Blauer L/S StreetShirt Poly/Wool 75/25 Blend	Silver Tan	\$ 49.99	49.99
		Black 75/25 Poly/Wool Trousers			
1	8565-11	Blauer 75/25 Poly/Wool Cargo Pocket Trouser	Black	\$ 79.99	79.99
1	8446-11	Blauer 75/25 Poly/Wool Short Sleeve Super Shirt	Black	\$ 68.99	68.99
1	8436-11	Blauer 75/25 Poly/Wool Long Sleeve Super Shirt	Black	\$ 74.99	74.99
1	74273	5.11 Taclite Pro Pant (sizes 28-44)	Specify	\$ 44.99	44.99
		Shirt price includes sewing on Dept. patches,			
		and custom matched name tape			
		Pant price includes hemming of trouser			
		Shirt prices valid for Sm-3XL, pants up to 48"			

Quotation prepared by: Richard Cummings

SUBTOTAL

1. This is a quotation on the goods named, subject to the conditions noted below:

2. To accept this quotation, sign in space at right and return:

TOTAL

3. Send all correspondence to:

Richard Cummings
 911 Supply Inc.
 4484 River Rd N
 Keizer, OR 97303

Authorized by _____

Date _____



Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 4 to the Personal Services Contract with Managing Results LLC for Strategic Planning Services for the Clackamas County Sheriff's Office, and Ratifying Payments for Previously-Performed Work

Purpose/Outcomes	Provide strategic business planning services for County departments. This amendment is funding for the training and implementation of a strategic business plan for the Clackamas County Sheriff's Office.
Dollar Amount and Fiscal Impact	\$68,555.00 for Strategic Business Plan for Clackamas County Sheriff's Office \$312,141.92 to ratify amounts already paid for strategic business plans and training from 2014 to 2018
Funding Source	County General Fund
Duration	Through June 30, 2019.
Previous Board Action	Approved as a Policy Level Proposal during the 2014/15 budget process. This is an ongoing commitment for all County Dept. to have completed strategic business plans.
Strategic Plan Alignment	Direct implementation of the following goal: By 2018, 100 percent of the County budget will be attached to measurable customer results.
Contact Person	Dan Chandler, 503-742-5394

BACKGROUND:

In February 2014, the County entered into a contract with Managing Results LLC for Strategic Planning Services. Managing Results was selected through a Request for Qualifications process. The purpose for this contract was to begin the process of the County's Strategic Plan.

This Amendment No. 4 provides for a design and implementation retreat, strategic business planning services for the Clackamas County Sheriff's office. It includes training for County managers and staff, and a budget redesign process. This portion of the amendment is an anticipated amendment.

The second portion of this amendment is to ratify amounts paid for previous work since 2014 that was inadvertently not covered by previous contract amendments. The work was performed at County direction at agreed-upon rates.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff recommends Board approval of the amendment No. 4 to the contract with Managing Results LLC for Strategic Planning Service.

Respectfully submitted,

Dan Chandler
Strategic Policy Administrator

Placed on the Agenda May 17, 2018 by the Purchasing Division.

AMENDMENT #4

TO THE CONTRACT DOCUMENTS WITH MANAGING RESULTS LLC FOR STRATEGIC PLANNING SERVICES

This Amendment #4 is entered into between **Managing Results LLC**. (“Contractor”) and Clackamas County (“County”) and it shall become part of the Contract documents entered into between both parties on February 4, 2014 (“Contract”).

The Purpose of the Amendment #4 is to make the following changes to the Contract:

1. Section I **COMPENSATION** is hereby changed as follows:
 - A) Additional compensation is being added for the additional Work in Attachment B, and shall not exceed **\$68,555.00** for this Work.
 - B) County has had three (3) Contracts with this Contractor since early 2014. In a recent review, County discovered that there was work completed and paid for over the last four years that was not covered by previous contracts or amendment in the amount of **\$312,141.92**. This work included strategic business plans for additional County Departments, along with training sessions for managers. County acknowledges that the work and expenses were performed at County’s request and at contractually agreed-upon rates. County hereby ratifies the work performed and additional payments made per this Amendment.

Original Contract Amount	\$ 48,883.00
Amendment #1 *	\$ 176,468.00 + Renewal
Amendment #2 **	\$ 122,000.00 + Renewal
Amendment #3 ***	\$ 130,235.00 + Time Extension
Amendment #4	\$ 68,555.00 Additional Work Added
	\$ 312,141.92 To Ratify Previous Payments
Total Amended Contract	\$ 858,282.92

2. Section II, **SERVICES TO BE PROVIDED** is hereby changed as follows:
Update the Scope of Work to include a Strategic Business Plan implementation and delivery for the Clackamas County Sheriff’s Office. Contractor’s Scope of Work is attached as **Attachment B**, and hereby incorporated by reference.
3. The parties agree to extend the term of this agreement to **June 30, 2019**.

*Amendment #1 Scope of Work was updated to include: Performance Based Budgeting & Reporting Design; Strategic Business Plan Resource Guide; Department Strategic Business Plans; Corporate Review Tool and Training; and MFR Training for Managers. Also renewed the Contract for one additional year.

**Amendment #2 Scope of Work was updated to include the Assessor’s Office and WES for Business Plan creation. Also renewed the Contract for one additional year.

***Amendment #3 Scope of Work was updated to include: Final work with H3S Strategic Business Plan; BCC Strategic Plan Review and Update Session; Joint Facilitation with H3S and Partners; Department Strategic Business Plan (2); and MFR Training for Manager (2). Also renew and extend the Contract termination date to June 30, 2018.

SIGNATURE PAGE FOLLOWS

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #4, effective upon the date of the last signature below.

Managing Results LLC
21 Neville Way
Crested Butte, CO 81224

Clackamas County

Authorized Signature

Chair Date

Name, Title

Date

Recording Secretary

1007314-96 FLLC / CO
Oregon Business Registry Number

Approved as to Form:

County Counsel Date

ATTACHMENT B

MFR Scope of Work and Deliverables:

March 2018

Introduction

MR proposes to provide Clackamas County, Oregon with a recommended Managing for Results (MFR) process based on the County's Design and Implementation Plan decisions and the delivery of the following products and services:

- Department Strategic Business Plans (1) --- Clackamas County Sheriff's Office



Laura Zentner, CPA

Interim Director

BUSINESS AND COMMUNITY SERVICES

Development Services Building

150 Beaver Creek Road, Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agreement with Mackenzie Engineering, Inc. for
the Development of a Clackamas County Employment Land Strategy

Purpose / Outcome	To develop an employment lands strategy for Clackamas County.
Fiscal Impact	\$40,000 annually \$200,000 total contract value over a five (5) year period
Funding Source	Approved Budget for FY 2017-18
Duration	1-year contract with 4 annual renewal options
Strategic Plan Alignment	<ul style="list-style-type: none">• Build public trust through good government• Grow a vibrant economy
Previous Board Action	None
Contact Person	Jon Legarza, <i>Business & Economic Development Coordinator</i> , 503-742-4366 Catherine Grubowski-Johnson, <i>Business & Economic Development Manager</i> , 503-742-4303

BACKGROUND

Clackamas County's Business and Community Services (BCS) Department has maintained an Employment Land Database for many years through its Business and Economic Development division. The purpose of this database is to identify future opportunities for companies looking to expand or grow within the region and within Clackamas County specifically.

In 2015, the Board of County Commissioners adopted the following strategic goal as part of the Performance Clackamas initiative: "By 2020, Clackamas County will have and maintain a 20-year supply of serviceable non-retail employment land in the urban growth boundary." Since then, the Board has signaled its support of this Employment Lands database and directed staff to continue research with community partners to identify opportunities for development and available lands for this purpose within the County.

The County's partners in this effort include the National Association of Industrial and Office Properties (NAIOP), Greater Portland, Inc. (GPI), Business Oregon and Metro Regional government. These community partners have provided invaluable support to the County in seeking to identify available employment land for new development in the region. These partners have also aided these efforts through their collaboration in matching developers with available land within the County.

This agreement to develop an Employment Land Strategy would help advance the County toward the realization of its Performance Clackamas goal and continue to foster the positive relationship between economic development partners in the region.

PROCUREMENT PROCESS

On January 9, 2018, a Request for Proposals to Develop a County Employment Land Strategy was issued. The RFP closed on January 30, 2018, having received one proposal. It was determined that the responder in this instance—Mackenzie Engineering, Inc.—was able to meet the specifications of the RFP and fulfill all the deliverables within the proposed agreement. Therefore, County staff would like to move forward with awarding the contract to Mackenzie Engineering, Inc.

The agreement has been reviewed and approved by County Counsel.

RECOMMENDATION

Staff respectfully recommends the Board approve the agreement with Mackenzie Engineering, Inc. to develop a Clackamas County Employment Land Strategy and delegate authority to the BCS Director or Deputy Director to sign all documents necessary in the ongoing performance of this Contract.

Respectfully Submitted,

Laura Zentner, Interim Director
Business and Community Services

Placed on the _____ Agenda by the Procurement Division.



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Mackenzie Engineering, Inc. dba Mackenzie ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2018. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

The Contract may be extended for four (4) additional one (1) year renewals subject to mutual agreement of the parties.

2. Scope of Work. Contractor will provide the following personal/professional services as described in RFP #2017-119 Clackamas County Employment Land Strategy issued on January 9, 2018 ("Work"), further described in Exhibit A. Contractor shall provide a detailed scope of work, deliverables, and project budget each year prior to the commencement of any renewal term.

3. Consideration. The County agrees to compensate the Contractor on a fixed fee basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed \$40,000.00 and the total Contract compensation shall not exceed \$200,000.00. If any interim payments to Contractor are made, such payments shall be in accordance with the scheduled requirements in Exhibit A.

4. Travel and Other Expense. Authorized: [X] Yes [] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, and D.

6. Contractor Data.

Address: 1515 SE Water Avenue, Suite 100, Portland, Oregon 97214.

Contractor Contract Administrator: Todd Johnson

Phone No.: (503) 224-9560

Email: tjohnson@mcknze.com

MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

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. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) 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.** County certifies 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 County'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 County 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 County 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 County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or

suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County'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 County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, to the extent they arise 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 County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); 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 ORS Chapter 656. (Also see Exhibit C)

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. 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.
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, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor or at the address or number set forth in Section 1 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 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 County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. In the event County uses Work Product in the future without Contractor's involvement, County shall hold harmless, defend, and indemnify Contractor from any claims or liabilities resulting from such use only to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300).
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline when performing similar services under similar circumstances, taking into consideration the contemporary state of practices and the project conditions; (D) Contractor shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services furnished by Contractor, under the Contractor, and all of the foregoing shall also be in accordance with Contractor's approved quality plan. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the designs, drawings, specifications, and other services; and (E) 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, not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 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 County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

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 County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor 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. TERMINATIONS. 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 County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, 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 County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the 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 County 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 County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County 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 Article II 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 County, less previous amounts paid and any claim(s) which the County 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 County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County 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 County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. 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.
- 25. FORCE MAJEURE.** Neither County 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, County'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.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. 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 County 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 County 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 to 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.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, 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.

28. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

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

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Mackenzie Engineering, Inc. dba Mackenzie

Clackamas County

Todd Johnson 5/8/2018
Authorized Signature Date

Chair Date

Todd Johnson, Associate Principal, Mackenzie
Name / Title (Printed)

Recording Secretary Date

085041-10
Oregon Business Registry #

Approved as to Form:

DBC/Oregon
Entity Type / State of Formation

Amanda Miller 5/8/18
County Counsel Date

MACKENZIE.

DESIGN DRIVEN | CLIENT FOCUSED

March 21, 2018

Clackamas County
Attention: Catherine Grubowski-Johnson
150 Beaver Creek Road
Oregon City, OR 97045

Re: **Employment Land Strategy**
Scope of Work for Year 1 Services
Project Number 2180034.01

Dear Catherine:

As a follow up to our phone call with Jon Legarza on March 14, 2018, we are providing a detailed scope of work for your approval. This scope of work is in response to Year 1 of our five-year master services contract under your Employment Land Strategy Project (RFP #2017-119). The scope of work below will be performed and completed through the execution of Year 1 of our master services contract, which will run through June 30, 2018. Year 2 will be in effect from July 1, 2018 through June 30, 2019; and the following Years 3, 4 and 5 will follow the same fiscal calendars. At the beginning of each fiscal year, prior to scope of work authorization from the County, Mackenzie will provide a scope refinement document detailing the tasks that will be accomplished for each fiscal year.

The purpose of Year 1 of this contact is to review the analyzed sites in June 2014 *Clackamas County Strategically Significant Employment Lands Project* and update site boundaries (if needed) based on site development in recent years. In addition, we understand that the County would like to update the water, sewer, stormwater, and transportation infrastructure improvement costs from the June 2014 report in 2018 dollars. The final deliverable of this report will include a technical appendix summarizing project methodology with updated site boundary maps for each analyzed site, along with a site information table detailing updated improvement costs. Mackenzie will analyze any public improvements constructed from June 2014 to March 2018 as a part of this effort and update improvement costs accordingly.

This updated report is intended to be used as an internal planning and economic development tool. It will not be developed in the context for infrastructure grants or public outreach efforts, nor will it include updated conceptual development site plans or any economic impact analysis. The *2014 Strategically Significant Employment Lands Project* also analyzed wetland mitigation, environmental clean-up, and building pad surcharge and slope mitigation costs, as well as economic impact analysis for each site. It is our understanding that updating these elements is not desired at this time, and therefore excluded from this scope.

Based on site development in recent years, the following 16 sites will be analyzed as part of this report:

- Canby Development Site #2
- Canby Development Site #3
- CIDS Development Site #4
- Estacada Development Site #1
- Estacada Development Site #2
- Happy Valley Development Site #1



- Happy Valley Development Site #2
- Happy Valley Development Site #3
- Happy Valley Development Site #4
- Molalla Development Site #1
- Molalla Development Site #2
- Molalla Development Site #3
- Oregon City Development Site #1
- Oregon City Development Site #2
- Sandy Development Site
- Wilsonville Development Site

SCOPE OF SERVICES

Mackenzie will coordinate with County and jurisdiction staff on the following tasks:

Task 1: Site boundary mapping

Fee: \$2,500

Utilizing updated tax lot information as provided by County staff, update site boundary maps in ArcMap, as some tax lots have transacted and/or developed and are no longer available to the general market.

Deliverables: A total of (16) 8.5"x11" aerial maps, one for each analyzed site listed above.

Task 2: Update infrastructure costs

Fee: \$21,000

Utilizing the *June 2014 Clackamas County Strategically Significant Employment Lands Project*, compile the existing transportation, water, sewer, and storm site improvement requirements in an Excel table for each of the 16 sites.

Work with Clackamas County and jurisdiction staff to identify which, if any, infrastructure projects have been constructed between June 2014 and March 2018 and update the improvement requirements and costs from the June 2014 report.

This task will rely on publicly available information (master plans, concept plans, Transportation System Plans, etc.) and meetings/conference calls with jurisdiction staff to determine what public improvements (if any) are still required and/or currently planned to be constructed to the site for industrial development. We expect to meet with public works staff from each involved jurisdiction to review capital projects plans and confirm each City's approach to serving the study sites. Mackenzie will coordinate these meetings directly with City staff.

For each site, we will evaluate water, sewer, stormwater, and transportation improvements and costs, and include notes in bullet point format detailing what specific improvement is required for each category. Design/permit and construction timelines will also be provided in the matrix (Attachment A).

For the 16 previously analyzed sites in the list above, it is assumed that the selected target industry profile remains the same, and the costs will be updated per the same target industry profile. No new conceptual development plans will be created as a part of this report.



Deliverables:

- Technical memo detailing methodology, 3-5 pages maximum.
- Table format with improvement costs, improvements, and timelines.

Task 3: Draft report

Fee: \$7,000

Prepare a draft report summarizing methodology and updated infrastructure costs for County review.

Deliverables: 5-10 page technical report with 16 tables, one for each site with updated costs.

Task 4: Work Session

Fee: \$6,500

Hold a working session with County staff to present findings of Task 3. This session will be held at the County's office and include economic development staff to review and discuss methodology and updated infrastructure cost results.

Task 5: Final report

Fee: \$3,000

Based on input from Tasks 3 and 4, consolidate findings into a final report.

Deliverables:

- Final written report and updated infrastructure matrix tables.

Schedule:

Task 1-5 will run three months from execution of a contract.

FEE SUMMARY

Our fee for the above scope of work will be a lump sum of \$40,000, which will be billed monthly percent complete.

We believe this accurately details the scope of work we discussed in our March 14th scoping call, as well as the outline County staff provided to Mackenzie on February 28, 2018 (see Attachment B). We are able to begin this work immediately upon approval of the scope.

Reimbursable expenses (printing, copying deliveries, mileage, etc.) are included in the fee outlined above.

ASSUMPTIONS

In addition to the scope of work outlined above, we have assumed the following:

- Clackamas County will provide current electronic files or any other reports and/or surveys that are available and other studies and/or reports that have already been complete as may be necessary for completion of the project.
- Clackamas County will approve the documents at the conclusion of each task prior to proceeding with the next task. Redesign efforts after prior Client approvals, including but not limited to modifications, or other such changes, will be provided as an additional service, with scope, schedule, and fees to be evaluated on a case-by-case basis.



- All meetings will occur at Clackamas County offices. Meetings with City public works staff will occur at respective City offices.

EXCLUSIONS

In addition to any exclusions outlined within the proposal above, we have also excluded the following from our proposed scope of work.

- Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.
- Land survey, topographic survey, tree survey, or metes and bounds descriptions and related specifications.
- Soils investigations/testing and related specifications.
- Meetings with public agencies or other meetings other than those specifically identified above.
- Environmental review.
- Sensitive lands and/or wetlands delineation and/or mitigation design/approvals.
- Traffic analysis.
- Updated slope, building pad surcharge, wetland mitigation costs and timelines.
- Presentation-level 3D renderings or other updated conceptual site plans.
- Construction cost estimating.
- Marketing materials.

It is our understanding the project will start March 30, 2018. If the proposal is agreeable to you, we assume this will be attached to a contract provided by Clackamas County. Please note that this proposal is valid through June 30, 2018.

We look forward to working with Clackamas County on this new project. If you need additional information or have any questions, please do not hesitate to call.

Sincerely,



Gabriela Frask
Land Use Planner

Enclosures: Excerpts from June 2014 *Clackamas County Strategically Significant Employment Lands Project* (Attachment A)
Employment Lands Strategy-Scope of Work 2018 (Attachment B)

Public Utility Infrastructure Summary



Water Distribution				Sanitary Sewer				Storm Drainage			
<u>Existing Water Infrastructure</u>				<u>Existing Sewer Infrastructure</u>				<u>Existing Storm Infrastructure</u>			
Nearest Water Location: Public line in Sequoia Pkwy				Nearest Sewer Location: Public line in Sequoia Pkwy				Nearest Storm Location: Public drywell in Sequoia Pkwy			
Water Provider: Canby Utility		Sewer Provider: City of Canby		Storm Provider: City of Canby		Water Service Area: N/A		Sewer Service Basin: South 4th Trunk		Storm System Outfall: Drywell	
Distance to Site: Adjacent W		Distance to Site: Adjacent W		Distance to Site: Adjacent W		Water Main Size: 14"		Storm Pipe Size: 10"		Detention / WQ Required: Yes	
<u>Proposed Water Improvements</u>				<u>Proposed Sewer Improvements</u>				<u>Proposed Storm Improvements</u>			
Pipe Size	Pipe Length	Unit Cost	Total Cost	Pipe Size	Pipe Length	Unit Cost	Total Cost	Pipe Size	Pipe Length	Unit Cost	Total Cost
12"	2,625	\$180	\$ 472,500	8"	2,160	\$150	\$ 324,000	No storm improvements required			
Total Water Improvements Cost: \$ 472,500				Total Sewer Improvements Cost: \$ 324,000				Total Storm Improvements Cost: \$ -			
<u>Other Water Notes:</u>				<u>Other Sewer Notes:</u>				<u>Other Storm Notes:</u>			
Water Design: 6 months				Sewer Design: 6 months				Storm Design: 0 months			
Water Permit / Construction: 6 months				Sewer Permit / Construction: 6 months				Storm Permit / Construction: 0 months			
<u>Building Pad Surcharge</u>				<u>Slope Mitigation</u>							
No building pad surcharge expected.				Area with slopes greater than 5 percent: 405,222 sf							
				Elevation difference across slope area: 18.0 ft							
				Average cut/fill height to mitigate slopes: 9.0 ft							
				Estimated earthwork volume: 68,000 cy							
				Cut/Fill Unit Cost: \$15.00 /cy							
				Slope Mitigation Cost: \$1,020,000							
				Slope Mitigation Permit: 6 months							
				Slope Mitigation Construction: 6 months							
Note: The above slope mitigation costs are for the specific building sizes and configuration used in this study. Other building uses, configurations, or sizes may result in revised slope mitigation requirements.											

The County Contract administrator for this Contract is: Catherine Grubowski-Johnson, (503) 742-4303, cgjohnson@clackamas.us.

CONSIDERATION

- a. Consideration Rates – Shall be on a fixed fee basis by task as outlined above.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$40,000.00. Invoices shall be submitted to: Jennifer Kraxberger, 150 Beavercreek Road, Oregon City, Oregon 97045, (503) 742-4344, jkraxberger@clackamas.us.
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Payments shall be made to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**EXHIBIT B
INSURANCE**

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

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

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

2. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

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

4. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

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

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

MACKENZIE.

DESIGN DRIVEN | CLIENT FOCUSED

January 30, 2017

Clackamas County Procurement Division
Attn: George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, Oregon 97045

RE: Request for Proposal for #2017-119, Clackamas County Employment Land Strategy

Dear Mr. Marlton and members of the selection committee:

The regional-wide effort to develop an industrial lands inventory remains an important analysis tool vital to employment growth and job creation. The work completed with Mackenzie as part of the Clackamas County team, not only inventoried the available lands, but strove further to work collaboratively with County staff to develop content that appeals to site selectors, developers, and business owners. Our team is uniquely suited to continue this project based on our past work for Clackamas County and throughout the Region. We have committed the resources and key personnel as identified in this response to complete the tasks in the project scope. Mackenzie is able to provide staffing to complete the tasks, and will contract with subconsultants as needed to complete the deliverables in each annual program renewal.

We are pleased to offer this response to provide the expertise of a fully integrated team with proven experience crafting an employment land strategy. Mackenzie is 58-year old Pacific Northwest consulting and design firm with technical expertise in employment land development. Besides the numerous industrial lands inventory, analysis, and planning projects completed and in progress, we have master planned and designed well over 40 million SF of industrial, manufacturing, and business parks over the last three decades. Our qualifications and experience enables us to identify and address the complexities of informing county wide employment land strategies and master plans involving jurisdictions, multiple stakeholders, developers, and the community. Our experience in working with jurisdictions and private developers gives us the knowledge needed to comply with all applicable federal and state regulations throughout this project.

Our team is committed to working together with County staff as stewards of the project vision, budget, and schedule. Because of our past experience on this type of project and working with Clackamas County, we will be able to work with Clackamas County to identify project deliverables and detailed in scope of work within the timelines and budget established in the scope of work following selection. Additionally, we will comply with all applicable federal, state and local laws and regulations.

On behalf of the entire integrated team, thank you for your consideration.



Todd Johnson
Director of Planning



5.1.3. PROPOSAL CLARIFICATION FROM ANY ONE VENDOR

The RFP specifically identifies the opportunity for Clackamas County to solicit additional information from any one vendor through the selection process. Because of the complexities of informing a regional employment land strategy, Mackenzie has provided qualifications and project experiences in this response. It is our hope that through this response Clackamas County has sufficient information to evaluate

our qualifications and historic approaches to the identified scope and likely deliverables for this project and solicits additional clarifications from Mackenzie on the specific deliverables and scope to assist Clackamas County to prioritize the marketability of employment lands throughout the County based on six (6) factors of site marketability.

5.2. GENERAL BACKGROUND & QUALIFICATIONS

DESCRIPTION OF FIRM

DESIGN DRIVEN. CLIENT FOCUSED.

These words are the basis for everything we do and are the values inspired by our founder, Tom Mackenzie. Founded in Portland in 1960 as an engineering consultancy, our firm is guided by Tom's belief that attention to detail, hard work, a respect for budgets, an insistence on quality, and a relentless focus on his clients would lead to success.

Tom was right then and continues to be right.

Evolution

As the world around us has evolved, so has Mackenzie. Over the past half century, Mackenzie has grown into an integrated design firm, with services including architecture; interior design; structural, civil, and traffic engineering; land use and transportation planning; and landscape architecture.

DESCRIPTION OF PROVIDING SIMILAR SERVICES WITHIN PAST 5 YEARS

The combined experience, local familiarity, shared past work in the region, and relationships with key regional and national developers of key team members make our team best suited to serve the County. Significant project examples include:

Clackamas County Strategically Significant Employment Lands Project

Building on the inventory work completed by County staff in a phase I land inventory project, and utilizing the key clusters analyzed by FCS Group in 2012, our team evaluated 21 target sites to determine development costs, market demand, and economic potential. We also worked collaboratively with Clackamas County to prepare a marketing and implementation strategy based on business and industry profiles and site opportunities. This marketing material was developed to assist in active recruitment efforts to attract targeted industries matching both the County's economic development strategy and sites meeting needs of end users.

Washington County Large Lot Industrial Site Assessment Project

A partnership with Washington County and the cities of Forest Grove, Hillsboro, Sherwood, Tualatin, and Wilsonville - builds on the work of the Regional Industrial Site Readiness Project by completing detailed site assessments for up to 14 of the 25 Tier 2 and 3 large lot industrial sites within Washington County. These site assessments provide a detailed review of development constraints, detailed actions required of public and private sector investors, requirements for the approval of the intended use, identification of costs and market gap addressing the barriers to development, and market opportunities and economic benefits for development of such sites, which range in size from 25 net acres to 234 net acres.

Regional Industrial Site Readiness Project

Mackenzie and Johnson worked for a regional consortium of public and private funders—including Metro, the State of Oregon, Port of Portland, Portland Business Alliance and the Oregon Chapter of NAIOP—to inventory and identify infrastructure and policy strategies for industrial land in the Portland metropolitan area. Phase I of this project produced a GIS-based site inventory that categorizes industrial sites in the region into tiers based on development readiness. Phase II identified 12 industrial sites with the best representative sampling of site development constraints and conducted a more detailed analysis of constraints; described actions, requirements, costs for addressing the barriers to development readiness; and provided concept planning, market opportunities, and an assessment of the fiscal and economic benefits of development.

Columbia River Economic Development Commission Employment Land Analysis

Mackenzie provided GIS and planning support to a regional coalition of city, county, and economic development professionals for a development-ready inventory and employment zoned

(industrial, office, and mixed-use) land analysis for Clark County, Washington. The base inventory was analyzed against existing and planned infrastructure, environmentally sensitive lands, and zoning and land use policies. Cluster areas were evaluated for suitability for siting potential industry clusters identified in the county's Economic Development Plan. The product of this study was a comprehensive analysis and GIS-based site inventory of areas likely to support development in the near term for the identified target industries.

North Hillsboro Industrial Development Strategy

Mackenzie prepared a development strategy for the North Industrial Area within the Hillsboro UGB—including infrastructure improvements, a comprehensive natural resource mitigation strategy, aggregation strategies and public financing tool options—for parcel-specific projects to create five development-ready sites. Johnson identified alternative funding options and analyzed appropriate target industries and markets based on site configuration, utility services, transportation/circulation, and proximity to suppliers and customers.

FIRM'S ABILITY TO MEET THE REQUIREMENTS IN SECTION 3

Mackenzie has completed recent projects in the region for Clackamas County and others in the region developing site readiness plans; developing and updating inventories; conducting case studies for site aggregation, land banking, LIDs, and employment shed and freight mobility

studies; target industry analyses; industry cluster impact analysis; and Marketing and implementation strategies. Mackenzie has demonstrated an ability to meet the requirements of these items through past work with Clackamas County.

DESCRIPTION OF WHAT DISTINGUISHES THE FIRM FROM OTHER FIRMS

Mackenzie has a long and successful history of supporting Clackamas County in furthering their economic Development Goals. The Mackenzie team also has worked with Metro, NAIOP, Portland Business Alliance, the Port of Portland and every city in Clackamas County to further a regional approach to understanding

the specific local opportunities and constraints for employment lands. Our work completing projects like this and working with stakeholders in Clackamas County is unparalleled in the region.

5.3. KEY STAFF AND ABBREVIATED PUBIC RESUMES

TODD JOHNSON - PROJECT MANAGER/SENIOR PLANNER

Todd has more than two decades of land use planning and project management experience. Key projects include the CREDC Employment Land Inventory and Analysis, Clackamas County Strategically Significant Employment Lands Project - Phase II, Clark County Land Inventory Analysis, Washington County Large Lot Industrial Site Assessment Project, City of Happy Valley Rock Creek Employment Center Land Readiness Analysis, and industrial park master planning for the ports of Chehalis, Olympia, and Ridgefield.



GABRIELA FRASK - GIS SPECIALIST/PLANNER

Gabriela brings proficiency in GIS mapping and data analysis, post ArcGIS map editing, graphical presentation of results, and editing of final reports and findings. Key projects include the Regional Industrial Site Readiness project, North Hillsboro Industrial Development Strategy, Oklahoma City Employment Land Needs Assessment and Action Plan, and City of Gresham Industrial Development Fee and Process Comparison Study.



MATT BUTTS - PRINCIPAL/CIVIL ENGINEER

Matt leads Mackenzie's civil and traffic engineering groups. He is an active member of the Clackamas County Economic Development Commission. Key projects include the Metro UGB Expansion Urban Reserves Analysis, the Regional Industrial Site Readiness Project, and Mill Creek Corporate Center.



BRENT AHREND - TRANSPORTATION PLANNER

Brent is a transportation engineer with more than 20 years of experience in providing transportation engineering services to private entities and public agencies. Key projects include the Clackamas County Urban Reserves Analysis, the Regional Industrial Lands Site Readiness Project, and the Washington County Industrial Site Readiness Assessment.



BRENT NIELSEN - INFRASTRUCTURE ANALYSIS

Brent has provided infrastructure analysis and preliminary costing for the majority of the firm's industrial lands projects, including the Metro UGB Urban Reserves Analysis, North Hillsboro Industrial Development Strategy, Oklahoma City Employment Land Needs Assessment and Action Plan, and Regional Industrial Site Readiness project.



BOB THOMPSON - INDUSTRIAL ARCHITECT

The region's leading industrial architect, Bob has designed more than 20 million SF of industrial, warehouse, and distribution facilities. Through this experience and his connections to leading regional and national developers, he will bring a user-driven approach to concept planning. Key projects include Rivergate Corporate Center, PDX Logistics Center, and the Regional Industrial Site Readiness Project.



5.4. SCOPE OF WORK

The Request for proposal lists the following specific items for the scope of work for this proposal. Mackenzie has in house and consultant support services for each of these items.

Because the RFP and responses to the questions submitted during the review process do not provide enough detail to allow for a detailed scope development, we propose to include the following scope items generally in our annual contracting, but would develop specific scoping and deliverables for each depending on the County needs and depending on the available data from past work with the county that is relevant to the current year deliverables. Below are some general ideas on how the Mackenzie team would address the scoping items.

Detail how your firm would represent a transportation model for public use.

Mackenzie would utilize available models from ODOT, Metro, Clackamas County, Cities in proximity to the study sites, and available site specific transportation analysis on file with the regional agencies to inform any transportation modeling for the site analysis. Mackenzie's in house transportation planning and engineering staff would work with the project team to develop the appropriate approach and level of detail for transportation modeling that meets the targeted not to exceed budget.

Provide examples of sources & uses for Infrastructure Funding between \$5 and \$20M.

There are many grants and low or no interest loan options available through State and Federal agencies. Mackenzie has also explored P3 solutions and capital financing through LID and creative impact fee programs that could meet the needs of some circumstances. Based on the project needs, Mackenzie will develop a list of the most likely funding sources for the identified capital facilities needs developed through the initial steps of work in the early contract years for this 5 year annual renewed contract.

Provide an example of a market demand and supply analysis for an employment area study.

An excellent supply side analysis can be found in the recent employment land inventory update done for metro and the regional partners. This

employment land update includes updates to the inventory reflecting sites absorbed by the market, representing market demand for large industrial sites, and an evaluation of the sites remaining in the inventory and some key constraints to market absorption of those sites. The complete study can be found here: <https://portlandalliance.com/advocacy/policy/2017-11-13/2017-industrial-lands-inventory.html>

Describe how your firm would present a development capacity study for the employment area of interest.

Mackenzie's approach to an employment capacity analysis first looks at the targeted industries and the suitability of the land in the region for the targeted industry groups. We then look at industry profiles, which identify the utility, transportation and employment needs of each industry. We can estimate regional growth and market absorption rates within the industry clusters for a given region and with projected growth rates compared to available and planned infrastructure in the region we can predict not only the existing capacities of employment regions, but also look at phasing strategies for infrastructure and policy adaptation to enhance opportunities for maximizing economic return on investments. We do this on a site basis in our phase II analysis in our regional lands assessments. Projecting this to an employment area will provide a deeper understanding of the opportunities and constraints.

Provide an example of a detailed timetable for the proposed project.

Because the project deliverables need more definition to meet the goals stated in the RFP, detailed timetables will be developed to align deliverables with project budgets and annual contract renewals and development. In this example, we would work with Clackamas County staff to develop detailed deliverables and a project budget for the remaining term of the 2018 budget as soon as we are awarded this project. We would then work with Clackamas county at the conclusion of each program year to identify the next year's deliverables and develop a schedule for project management and deliverable completion.

Provide a sample detailed scope of work based on Section 3.

1. Site readiness plan

This will include outlining a development scenario for each of the five sites, defining investments and actions needed to bring these sites to market readiness, and summarizing the economic benefit associated with development. Meetings for this deliverable are included in other areas of the scope. Specifically, the deliverable for the analysis of the five sites will include:

Identification of site characteristics and confirmation of the site basemap data

Key development standards affecting development as they may impact development of the target industry on the selected opportunity site

Identification of policy issues affecting development as they may impact development of the target industry on the selected opportunity site

A wetlands and habitat assessment by DSL (coordinated and provided by Clackamas County)

Summary sheet showing estimated development cost, processes, and timelines

2. Update inventory and identify potential new sites by Business Oregon

Review Buildable Land Inventory (BLI) Methodology and Criteria

Meet with County staff to review information available for land classified as urban, including GIS layers and market information.

Refine scope to reflect achievable analytical outcomes if necessary. Potential GIS inputs may include:

- Vacant/developed land area
- Slope
- Wetlands/floodplains
- Assessor's real market values
- Zoning classification
- Utility and transportation right-of-way
- Parks/open space
- Ownership
- Title 3 and Title 13 lands

Provide updates to criteria for categorizing public, employment, and residential land exclusively within the Urban land classification

Conduct a literature review of metro area Buildable Land Inventories (BLIs) completed in the metro area over the past several years

Review and suggest modifications to defined employment subareas in the County.

Review criteria for redevelopment potential in Clackamas County.

Review recommendations for defining criteria for land classifications and development status.

Review recommendations for constrained parcel determination and assessment of net developable acreage.

Prepare a draft report detailing methodology and criteria assumptions for County review.

Hold a working session with County staff to present findings and update draft report to reflect input from staff.

Mackenzie will submit a final report of consolidated findings.

3. Case studies and local improvement districts

This will include evaluation of the physical and economic conditions relating to the subject site, including an assessment of surrounding economic uses. Conduct a working session with County staff to select the most applicable of Clackamas County's employment areas for the establishment and funding of a local improvement district.

Based on the assumed uses, net-developable area assessment, and development patterns, conduct an industry cluster impact analysis to assess the potential direct, indirect, and induced economic and fiscal impacts associated with on-going operations of the assumed user.

Evaluate the economic potential of the region to support the LID funding in the short, mid and long term.

4. Target industry analysis

This evaluates the economic impact of the selected industry clusters for evaluation on the identified sites.

The profiles utilized in the previous phase II

site assessments will be used for infrastructure demands (e.g., minimum net acreage, GPD water, GPD sewer, MW electricity) and will provide the starting point for this task.

Analyze the market readiness of each of the sites for development under existing conditions for the targeted key cluster(s).

Preparation of capital cost projections for potential development, similar to the model used in the Phase II Regional Lands sheets.

Identification of existing key clusters with proximity to the development site, denoting site strengths and opportunities that attract interest.

5. Industry cluster impact analysis

The state's site certification program profiles for infrastructure demands (e.g., minimum net acreage, GPD water, GPD sewer, MW electricity) will provide the starting point for this task and profiles will be developed for each of the 11 target industry clusters. Meetings for this deliverable are included in item 6. The deliverable for this may be a report analyzing:

- Market readiness for development under existing conditions for the targeted key cluster(s)
- Cluster market impacts of development constraints based on an economic return gap analysis
- Economic impacts (return on investment) of the development activity, reconciling public benefit with the estimated public capital costs

6. Marketing and implementation plan

Based on the need profiles established for the key industry clusters, the Mackenzie team will develop a marketing prospectus and implementation strategy for infrastructure improvements, and marketing materials for each of the development sites. The deliverable for this may include:

- A specific strategy to promote each of the 10 state-certified decision-ready sites

- An implementation plan with recommendations on the prioritization of investments and identification of strategic opportunities for near—and intermediate-term successes
- A marketing plan that will include:
 - Recommendations for targeted outreach to site selectors and consultants in industry sectors
 - Steps for awareness building of sites in local, regional, and national markets through direct outreach and focused editorial and advertorial placements
 - Enlisting companies to support marketing efforts through a willingness to act as information sources for industry targets
 - Education of local and regional officials of the attributes of the land assets for the targeted development types

Detail how your firm will approach to overall project cost control.

The Mackenzie team will work with Clackamas County staff to develop a scope, budget and schedule at the beginning of each annual program year to identify the appropriate level of detail and scoping to meet the \$40,000 annual budget while achieving advancement toward the project goals and stated purpose in the RFP.

Provide a detailed cost allocation summary.

The County has identified a budget of \$40,000.00 per year over the five year term of the contract, for a total contract value of \$200,000.00. Mackenzie will work with Clackamas County staff to develop a yearly scope and deliverables to achieve the project goals and to obtain the best value for the quality and quantity of the work to be provided under the resulting annual contract.

5.5. FEES

Based on the identified scoping items, Mackenzie would work with Clackamas County staff to develop deliverables and scoping to meet a not to exceed budget of \$40,000 per annual contract year. Mackenzie can work with staff to identify the correct approach and level of detail in the deliverables to meet the identified not to exceed budget annually. The \$40,000 budget

is a maximum contract budget for each year in the project. Mackenzie will not utilize the stated budget as a default for each year, but will instead develop the budget based on the stated deliverables and will use the budget maximum to inform phasing of deliverables, services and quantity of work for each contract year.

5.6. REFERENCES

- **Reference:** Erin Wardell, Senior Planner, Washington County Department of Land Use & Transportation Planning and Development Services, 503-846-3876 | erin_wardell@co.washington.or.us
- **Reference:** Jeff Swanson, City Manager, City of Battle Ground, Washington, 360-342-5005 | jeff.swanson@cityofbg.org
- **Reference:** Michael Walter, Economic & Community Development Director, City of Happy Valley Oregon 503-783-3839 | Michael michaelw@happyvalleyor.gov

PROPOSAL CERTIFICATION
Employment Land Strategy

Submitted by: Mackenzie, Oregon
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

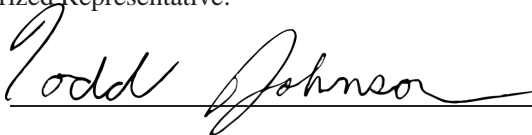
Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120
 Non-Resident Proposer, Resident State _____
Oregon Business Registry Number 884475-95

Contractor's Authorized Representative:

Signature:  Date: January 29, 2018
Name: Todd Johnson Title: Associate Principal
Firm: Mackenzie
Address: 1515 SE Water Avenue #100
City/State/Zip: Portland, OR 97214 Phone: (503) 224-9560
e-mail: tjohnson@mcknze.com Fax: 503-228-1285

Contract Manager:

Name Todd Johnson Title: Associate Principal
Phone number: 503-224-9560
Email Address: tjohnson@mcknze.com



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

May 17, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to add 4 additional fiber connections to the Intergovernmental Agreement between
Clackamas Broadband eXchange and the North Clackamas School District

Purpose/Outcomes	CBX is looking for approval to add 4 additional dark fiber connections with the North Clackamas School District.
Dollar Amount and Fiscal Impact for CBX	North Clackamas School District will pay a non-recurring fee of \$93,500.00 for the new fiber construction. The North Clackamas School District will pay a recurring lease fee of \$12,240.00 annually for the 4 new dark fiber connections.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by the North Clackamas School District.
Duration	Effective upon signature by the board, this Intergovernmental Agreement is in effect for 10 years and shall be automatically renewed on July 1 of each subsequent year, for a term of one year, at the County's then-current rate schedule.
Previous Board Action	Board previously approved CBX to build and maintain dark fiber connections for the North Clackamas School District.
Strategic Plan Alignment	1. Build a strong infrastructure. 2. Build public trust through good government.
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

CBX is proposing to build a new fiber lateral to extend the CBX network so that 4 new dark fiber connections can be made for the North Clackamas School District. These 4 new connections will provide a redundant path to ensure no downtime for the schools.

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

RECOMMENDATION:

Staff respectfully recommends approval to amend this Intergovernmental Agreement. This IGA will allow CBX to provide fast effective fiber connectivity to the North Clackamas School District at an affordable cost. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

North Clackamas School District

1. Recitals

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

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises.

3. Service Description

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A. Each site listed in Appendix A will have a single mode fiber termination.

4. Construction and Installation Requirements

- a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.

- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the County's fiber optic cables used to provision the service within each site.
- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate "hand-off's" at each location for Customer utilization. Test results for physical connection will be made available upon request.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date". Unless terminated with 90 days' notice as herein provided, this agreement shall continue through June 30, 2027. This agreement shall continue to July 1 following the date of commencement, for a term of one year, at the County's then-current rate schedule.

6. Rates

In return for County providing the services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A as it shall be amended from time to time.

7. Payment Options

a. **Annual Payments**

County shall provide an invoice for six months of service (July 1 through December 31 and January 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The semi-annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

b. **Alternative Payment Frequency**

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as

required by law.

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

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

16. Non-Appropriation

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that any obligation of Customer to obtain services as provided herein is subject to fund availability and appropriation by Customer for such services through its adoption of an annual budget. Should funds not be appropriated or be available from Customer during the term of this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.

- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

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

20. Default

- 1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or
 - b. Failure to pay any sums due under this Agreement.
- 2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Amendment

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

22. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

23. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile

addressed as follows:

Notice to the County

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

with a copy to

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

Notice to the Customer

Patricia George
North Clackamas SD
14211 SE Johnson Rd
Milwaukie, OR 97222

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

24. Whole Contract

THE COUNTY AND THE CUSTOMER, BY AND THROUGH A SEPARATE SUBORDINANT DEPARTMENT, DIVISION OR BUREAU, ARE PARTIES TO SEPARATE SERVICE LEVEL AGREEMENTS DATED January 18th 2012, February 21st 2013, May 12th 2016, May 11th 2017 and April 26th 2018. WITH THE EXCEPTION OF THE AGREEMENT OR AGREEMENTS SPECIFIED HEREIN, THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL OTHER PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SPECIFIC SUBJECT MATTER OF THIS CONTRACT AFFECTING THE CONNECTIONS IDENTIFIED IN APPENDIX A. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

Name (print or type): _____

Title: _____

Date: _____

Customer

_____ North Clackamas School District

By (signature): Patricia George

Name (print or type): Patricia George

Title: Executive Director Technology + IS

Date: May 9, 2018

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Annual Recurring Charges

	From (Site Name & Address)	To (Site Name & Address)	Service	Monthly Rate (\$)
1	North Clackamas Administration 12400 SE Freeman Way Milwaukie, Oregon 97222	Sabin Tech Center 14211 SE Johnson Rd. Milwaukie, Oregon 97267	One Pair (two) dark fibers (south route)	\$255.00
2	Rowe Middle School 3606 SE Lake Rd. Milwaukie, Oregon 97222	Sabin Tech Center 14211 SE Johnson Rd. Milwaukie, Oregon 97267	One Pair (two) dark fibers (south route)	\$255.00
3	Milwaukie High School 11300 SE 23rd Ave. Milwaukie, Oregon 97222	Sabin Tech Center 14211 SE Johnson Rd. Milwaukie, Oregon 97267	One Pair (two) dark fibers (south route)	\$255.00
4	Milwaukie Elementary School 11250 SE 27th Ave. Milwaukie, Oregon 97222	Sabin Tech Center 14211 SE Johnson Rd. Milwaukie, Oregon 97267	One Pair (two) dark fibers (south route)	\$255.00

5. Nonrecurring Charges

	From (Site Name & Address)	To (Site Name & Address)	Service	Amount (\$)
1	North Clackamas Administration 12400 SE Freeman Way Milwaukie, Oregon 97222	PGE Pole #1840 Rusk Rd Milwaukie, Oregon 97267	Construction	\$93,500.00

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

Remainder of this page intentionally left blank.

APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

Remainder of this page intentionally left blank.



Gregory L. Geist
Director

May 17, 2018

Board of County Commissioners as the Governing Body of
Water Environment Services

Approval of an Intergovernmental Agreement with Portland State University
Regarding Oregon Consensus

Purpose/Outcomes	Adoption of IGA
Dollar Amount and Fiscal Impact	Up to \$20,000
Funding Source	WES Budget
Duration	Phased work over several months, ending no later than June 30, 2019
Previous Board Action	Discussed at April 10, 2018, Policy Session
Strategic Plan Alignment	1. Build public trust through good government – allow all affected stakeholders to voice their perspective regarding WES governance
Contact Person	Chris Storey, WES Assistant Director
Contract No.	PSU Contract #550066

BACKGROUND:

In 2015, there were conversations between Clackamas County Service District No. 1 (“CCSD#1”) and the Tri-City Service District (“TCSD”) about joint investment in solids handling, including pursuant to the “Regional Committee” which was a group consisting mainly of elected officials from both districts, plus one unincorporated resident, with a charter to discuss the appropriateness of joint investments between the then-separate districts. During the course of those conversations some elected officials pushed for a broader conversation regarding governance of the two service districts – with a proposed change that would put city councils, or representatives from them, in charge of each district instead of the Board of County Commissioners. In response, the County noted that the cities were not identifying problems with service but merely a demand for greater control, and expressed concern over the localized management of a regional system, especially with several cities having challenges managing their own retail sewer systems.

Nevertheless, the Board of County Commissioners responded they were open to having the conversation, and proposed utilizing Oregon Consensus, a dispute resolution mechanism supported by the Governor’s office and housed at Portland State University (“PSU”), to facilitate the discussion. The concept was a facilitated conversation in which all parties work together to try and find a mutually agreeable solution. This is a mediation process with no requirement to act on the results other than persuasion. The participants were to be representatives of all affected stakeholders, especially ratepayers, and including the business and development community and environmental advocates. At least some of the cities refused to agree to Oregon Consensus at that time. Work continued and eventually the Regional Committee agreed to a joint effort on solids handling, a recommendation that was incorporated into the foundational document creating the Water Environment Services (“WES”) partnership.

The formation of WES in November 2016, answered definitively at least part of the governance conversation that was raised in 2015. There was at that time a strong suggestion from both Gladstone and Oregon City representatives that TCSD would be better off not working with CCSD1, despite staff and consultant reports to the contrary. The BCC concluded that all ratepayers would benefit from a regional approach to such an economies of scale business as wastewater and surface water, and directed the formation of WES and the combination of all three service districts' business dealing with those issues into the single entity of WES. That combination is scheduled to be fully implemented as of July 1, 2018.

Since that time, representatives from various cities have raised the issue twice more. Each time, the Board indicated its willingness to have that conversation with all interested stakeholders participating, again proposing Oregon Consensus as a facilitator. Those offers were not accepted. At the Elected Officials Forum in February 2018, the issue of "governance" was raised. After Administrator Krupp noted the BCC's continued openness to the conversation with outside facilitation, those cities present (Happy Valley, Johnson City, Oregon City, and West Linn) agreed to utilize the Oregon Consensus process. This was affirmed at the March Elected Officials Forum by a broader group including Milwaukie and Gladstone.

The WES Advisory Committee was also briefed on the prospect of a governance discussion facilitated by the Oregon Consensus with reference materials, and by the Director of Oregon Consensus who graciously agreed to attend both meetings. As noted in the letter from the BCC addressing these issues sent on March 13, the BCC is desirous that all interested stakeholders have a voice in these ongoing discussions.

At the April 10, 2018, policy session with the Board, WES staff received direction to pursue obtaining an intergovernmental agreement with PSU for the services of Oregon Consensus. Under the direction given, WES will pay the initial cost of the Oregon Consensus work, estimated to be no more than twenty thousand dollars for the assessment phase, with the possibility of city reimbursement of some of the costs, and sharing in the ongoing costs with the cities if there is agreement to proceed beyond the assessment phase.

The initial work consists of an assessment, in which Oregon Consensus representative(s) engage in individual interviews with stakeholder representatives to ascertain the nature of the issue, determine if facilitated mediation could bring about progress towards a resolution, and if so the nature of that facilitated conversation.

The scope developed for the attached proposed IGA with PSU for Oregon Consensus efforts call for 25 interviews as part of the assessment phase, of which 20 will be pre-identified and the remainder will be identified by Oregon Consensus through the interview process. The intent of the interviews is to solicit the perspectives of those affected by a potential decision. Once completed, the information gathered as part of the assessment would be reported out to the stakeholders in a general sense either via oral report or, as staff recommends, via a written report that would be made available to all participants.

Steps to be taken after the assessment would be dependent upon the report provided by Oregon Consensus and the willingness of the parties to continue in the process.

RECOMMENDATION:

Staff respectfully recommends that the BCC, as the governing body of WES, approve the attached intergovernmental agreement with PSU for Oregon Consensus to perform the assessment phase of proposed work with respect to WES governance issues.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Greg Geist
Water Environment Services Director

Intergovernmental Agreement between
Portland State University and
Water Environment Services
PSU Contract # [550066]

This Agreement is between Portland State University and its Oregon Consensus Program (PSU/OC) and Water Environment Services, a municipal partnership (WES), individually a "Party" and collectively the "Parties", as referred to herein.

I. TERM

This agreement shall become effective on May 1, 2018 and shall expire on June 30, 2019. This Agreement may be amended by mutual written consent signed by both Parties.

II. STATEMENT OF WORK

Oregon Consensus will provide assessment services as specified in the attached Exhibit A – Scope of Work.

III. CONSIDERATION

WES agrees to pay PSU/OC an amount not to exceed Twenty Thousand and no/100 Dollars (\$20,000.00) payable within thirty (30) days of submission of invoices.

PSU/OC shall send invoices to:

Water Environment Services
Attn: Chris Storey, Assistant Director
150 Beaver Creek Road, 4 th Floor
Oregon City, OR 97045

IV. WRITTEN NOTICE

All notices regarding this agreement shall be sent to the parties at the following addresses:

To PSU:	Portland State University – Oregon Consensus
	Attn: Savannah Harris
	PO Box 751
	Portland, OR 97207-0751
	Phone: 503-725-9071
	Email: NPCCFINC@pdx.edu

With Copy to:	Portland State University
	Attn: Contract Officer
	Contracting and Procurement Services
	PO Box 751 (FAST-CAPS)

Portland, OR 97207-0751
Phone: 503-725-3441
Email: contract@pdx.edu

To WES:

Water Environment Services
Attn: Chris Storey, Assistant Director
150 Beaver Creek Road, 4th Floor
Oregon City, OR 97045
Phone: 503 742 4543
Email: chrissto@clackamas.us

With Copy to:

Office of County Counsel
Attn: Amanda Keller
2051 Kaen Road, 2nd Floor
Oregon City, OR 97045

V. INDEMNITY/HOLD HARMLESS

To the extent permitted by Oregon Law (ORS 30.260 through 30.300), PSU/OC shall be responsible for the acts, omissions or negligence of its own officers, employees or agents.

VI. AMENDMENTS

The terms of this Agreement may only be modified, supplemented, or amended by written agreement signed by all parties.

VII. INDEPENDENT CONTRACTOR

The parties acknowledge and agree that PSU/OC and WES are acting as an independent contractor under this Agreement.

VIII. FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond its reasonable control. The affected Party shall, however, make all reasonable efforts to remove or eliminate such a cause or delay or default and shall upon cessation of this cause, diligently pursue performance of its obligations under this Agreement.

IX. COMPLIANCE WITH APPLICABLE LAW

Both Parties shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the work done under this Agreement. Both Parties shall comply with the Americans with Disabilities Act of 1990 (Public Law No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to the laws.

X. SERVABILITY

If any section, paragraph, subparagraph or any sentence within any of the foregoing is declared by a court of competent jurisdiction to be void or unenforceable, such sentence, subparagraph, paragraph or section will be deemed severed from all the

remainder of the Agreement and the balance of this Agreement will remain in full force and effect.

XI. WAIVER

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

XII. GOVERNING LAW

This Agreement is subject to, and is to be governed by, the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

XIII. COUNTERPARTS

This Agreement and any subsequent amendments may be executed in several counterparts (including the execution and delivery of facsimile or email signature pages), all of which when taken together shall constitute one agreement binding to all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this agreement or any amendments so executed shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed by their duly authorized representative effective as of the day and year of the latest date appearing with the signatures.

PORTLAND STATE UNIVERSITY:

Water Environment Services:



Sr. Contract Officer
Greg Smith



Date

XXXXXXXXXXXXX

Date

Exhibit A- Scope of Work

CLACKAMAS COUNTY WASTEWATER TREATMENT GOVERNANCE ASSESSMENT NATIONAL POLICY CONSENSUS CENTER – PORTLAND STATE UNIVERSITY

In response to a request from the Water Environment Services (WES) of Clackamas County, Oregon Consensus (OC) is providing this scope of work for undertaking an assessment of the potential opportunity for a collaborative agreement-seeking process to address issues related to governance of wastewater infrastructure in Clackamas County.

Scope of Work – Assessment

NPCC will conduct a neutral assessment including interviewing of key stakeholders. A collaborative agreement seeking process frequently begins with an assessment to help determine whether conditions are ripe for collaboration and if so, how the process should be designed for the greatest likelihood of success. OC assessment process may include the following:

1. OC would (working with WES and other key stakeholders) develop and articulate the assessment scope, list of interviewees, and interview protocol/questions.
2. OC would conduct up to 25 interviews with relevant stakeholders (of which up to approximately 20 would be identified in advance with the remaining interviewees being identified through the interview process). OC may also conduct other research as needed to inform the assessment process.
3. OC would report back to WES and other stakeholders (in writing or orally, or both – to be determined) regarding the outcomes of the assessment, the likelihood of conducting a successful collaborative agreement seeking process, and, if appropriate, OC recommendations for next steps and/or process design.

Cost

The cost for conducting this assessment process as described above will not exceed \$20,000 including labor, travel expense, and other direct and indirect costs.



Board of County Commissioners
 Clackamas County

Members of the Board:

**Approval of a Contract with Kennedy/Jenks Consultants, Inc. for the
Tri-City Hypochlorite Disinfection and Standards Update**

Purpose/Outcomes	Approval of Contract
Dollar Amount and Fiscal Impact	The maximum contract value is \$449,492.00
Funding Source	639-01-20100-481020-P632227
Safety Impact	This design will retire the current chlorine gas disinfection system and replace it with a safer sodium hypochlorite disinfection system.
Duration	The contract will terminate on June 30, 2019
Previous Board Action	None
Contact Person	Jeff Stallard, Ext 4694

BACKGROUND

Water Environment Services provides wastewater treatment to our service area in Clackamas County at the Tri-City Wastewater Resource Recovery Facility (TC WRRF). The conventional liquids treatment side of the WRRF currently uses gaseous chlorine (Cl₂) for disinfection and sodium bisulfite (NaHSO₃) for dechlorination.

The Tri-City Hypochlorite Conversion Project will accomplish the following:

- Replace the existing gaseous chlorine system with a NaOCl disinfection system to meet existing operating and flow conditions
- Upgrade Chlorine Building systems to current building code as required and upgrade building security and access with system identified by the District.
- Integrate operation and controls of the new disinfection system with the existing dechlorination system.

PROCUREMENT PROCESS:

This project advertised in accordance with ORS and LCRB Rules on December 26, 2017, Proposals were opened on January 23, 2017. One Proposal was received and notice of intent to award after a full evaluation of the received Proposal was publicly posted on February 2, 2018. The total contract amount is not to exceed \$449,492.00.

The project specifications require a contract expiration date of June 30, 2019.

County Counsel has reviewed and approved this contract.

RECOMMENDATION:

Staff recommends the Board approve and sign the contract with Kennedy/Jenks Consultants, Inc. to complete the design and provide engineering services during construction for the Tri-City Hypochlorite Disinfection project.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the _____ Agenda by the Purchasing Division



PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this “Contract”) is entered into between **Kennedy/Jenks Consultants, Inc.** (“Contractor”), and Water Environment Services (“WES”), a political subdivision of the State of Oregon (“District”).

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2019**. However, such expiration shall not extinguish or prejudice the District’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. This Contract covers the Scope of Work as described in RFP #2017-113 Tri-City Hypochlorite Disinfection and Standards Update, issued January 23, 2018, 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”, the Contractor’s Proposal attached and hereby incorporated by reference as Exhibit “B”, the Scope Services attached and hereby incorporated by reference as Exhibit “C”, and Work shall be performed in accordance with a schedule approved by the District.

3. Consideration. The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **four hundred forty-nine thousand four hundred ninety-two dollars (\$449,492.00)**, for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, and C.

6. Contractor Data.

Name: Kennedy/Jenks Consultants, Inc.
Address: 421 SW 6th Ave., Suite 1000, Portland, OR 97204
Contractor Contract Administrator: Heather Stephens
Phone No.: 503-423-4000
Email: heatherstephens@kennedyjenks.com

MWESB Certification: DBE # MBE # WBE # ESB #

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

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 their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) 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 certifies 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 wrongful act, omission, or neglect of Contractor, its subcontractors, agents or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property and to the extent caused by the negligent acts, errors, or omissions 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 reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); 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 ORS Chapter 656. (Also see Exhibit C)

At present, the Contractor certifies that he or she, if an individual is not a program, District or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. **INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. 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.
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, email, or mailing the same, postage prepaid, to the District at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 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 communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** Except for Contractor's preexisting intellectual property, all work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Any use the District makes of the materials referred to in Paragraph 13 hereof, except for purposes of the work contemplated by this Agreement, shall be at the District's risk.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the ordinary standard of care exercised by a professional in the Contractor's field; and (D) 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.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 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 Article II, Paragraphs 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.
- 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, Contractor 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. TERMINATIONS. 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 is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the 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 Article II 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, objects or other tangible things needed to complete the Work.

- 22. 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.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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 to 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.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, 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.

28. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the District is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the District is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the District provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with such Key Person's services unless the District provides prior written consent to such reassignment or transfer.

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

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Kennedy/Jenks Consultants, Inc.

Water Environment Services:

Authorized Signature Date

Chair

Name / Title (Printed)

Recording Secretary

Oregon Business Registry #

Date

Entity Type / State of Formation

Approved as to Form:

County Counsel

Date

**ARTICLE III
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

SCOPE OF WORK

Contractor shall provide design, schematic and final design plans including but not limited to bid services and engineering services during construction as further described in Exhibits A, B, and C that are hereby attached and incorporated by reference.

The District Contract administrator for this Contract is: Jeff Stallard.

CONSIDERATION

- a. Consideration Rates – Time and Material rate as further described in Exhibit C that is here by attached and incorporated by reference.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of four hundred forty-nine thousand four hundred ninety-two dollars (\$449,492.00). Invoices shall be submitted to: Jeff Stallard, 150 Beaver creek Road, Oregon City, OR 97045, or via email JStallard@clackamas.us.
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the District's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**ARTICLE IV
INSURANCE**

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

1. Required by District of Contractor with one or more workers, as defined by ORS 656.027.

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

2. Required by District Not required by District

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by District Not required by District

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

4. Required by District Not required by District

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the District and Clackamas County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to District acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the District. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

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

ARTICLE V
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the District to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the District; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT A
Request for Proposals #2017-113



REQUEST FOR PROPOSALS #2017-113

FOR

Tri-City Hypochlorite Disinfection

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Donald Krupp
County Administrator**

**George Marlton
Procurement Division Director**

**Abigail Churchill
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: January 23, 2018

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....December 21, 2017

Protest of Specifications Deadline.....January 2, 2018, 5:00 PM, Pacific Time

Deadline to Submit Clarifying Questions.....January 16, 2018, 5:00 PM, Pacific Time

Request for Proposals Closing Date and Time.....January 23, 2018, 2:00 PM, Pacific Time

Deadline to Submit Protest of Award.....Seven (7) days from the Intent to Award

TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work	6
Section 4 – Evaluation and Selection Criteria	11
Section 5 – Proposal Content (Including Proposal Certification).....	12

SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Water Environment Services (“WES”) on behalf of Clackamas County Service District No. 1 (“CCSD #1”), the Tri-City Service District (“TCSD”), and the Surface Water Management Agency of Clackamas County (“SWMACC”) through their Board of County Commissioners, will receive sealed Proposals per specifications until **2:00 PM, January 23, 2018** (“Closing”), to provide Tri-City Hypochlorite Disinfection. No Proposals will be received or considered after that time.

There will be an optional pre-proposal conference at the facility (located at 15941 S. Agnes Ave., Oregon City, Oregon 97045), on January 9, 2018 at 10:00 AM. Please email if you plan to attend Abigail Churchill, ACHurchill@clackamas.us.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to procurement@clackamas.us or sent to Clackamas County at the above Kaen Road address.

Contact Information

Procurement Process and Technical Questions: Abigail Churchill, 503-742-5449, ACHurchill@clackamas.us.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

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

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and 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 LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process.

Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Water Environment Services (“WES”), on behalf of Clackamas County Service District No. 1 (“CCSD #1”), the Tri-City Service District (“TCSD”), and the Surface Water Management Agency of Clackamas County (“SWMACC”), collectively referred to as “Districts”, are seeking Proposals from vendors to provide conceptual design, schematic design and bid period services.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Water Environment Services (“District”) provides wastewater treatment to our service area in Clackamas County at the Tri-City Wastewater Resource Recovery Facility (“TC WRRF”). The TC WRRF is comprised of two liquid treatment trains; one provides conventional secondary treatment and the other is a Membrane Bioreactor (MBR) which is equipped with UV disinfection and sodium hypochlorite (NaOCl) for membrane cleaning. The conventional side currently uses gaseous chlorine (Cl₂) for disinfection and sodium bisulfite (NaHSO₃) for de-chlorination.

The District wishes to replace the gaseous chlorine system with a NaOCl disinfection system. Compared with chlorine gas, NaOCl is considered safer and easier to handle.

The conventional side of the TC WRRF was constructed in 1986. The existing chlorine gas system is comprised of twelve, 1-ton cylinders and uses a vacuum delivery system. The cylinders are maintained and operated in a dedicated Chlorine Building. A covered chlorine contact basin is located adjacent to the Chlorine Building. Mixing is provided and will be replaced as part of this project. Access to the basin is through an adjacent piping tunnel. It is anticipated that the new NaOCl storage and feed facilities will be housed in the existing Chlorine Building. The Chlorine Building also houses bisulfite feed pumps. Bisulfite storage tanks are located outside just east of the Chlorine Building. There are no known deficiencies to the bisulfite feed system, but the project should include an evaluation to confirm its condition and identify any modifications required for successful operation with the new chlorination system.

Currently, flow up to 25 mgd on the conventional side receives full secondary treatment. The current practice is to partially nitrify secondary flow in the dry season, though it’s possible this will change in the future. Currently influent ammonia concentration is 25-30 mg/l. Flows above 25 mgd and up to 58 mgd receive primary treatment and are combined with fully treated flow prior to disinfection. The bypassed flow currently is disinfected with NaOCl via totes on the deck of the chlorine contact tank. It is the District’s intent for the new hypochlorite system to be sized to treat secondary and bypassed flow. The chlorine contact tank capacity should be noted but plans for expansion are not part of this project. The District will soon prepare a Facilities Plan for the TC WRRF which will identify a plan for future wet weather treatment.

The MBR liquid treatment train has a current capacity of 10 mgd and includes a Ozonia UV disinfection system sized to deliver a dose of 30mJ/cm² to a design flow of 20 mgd. Disinfected flow from the MBR and chlorinated/dechlorinated flow conventional trains are combined downstream of the MBR facility. The MBR side also houses a hypochlorite system and chlorine contact basin which, when constructed, was for the purpose of disinfecting reuse flow in the future.

The Tri-City Hypochlorite Conversion Project has the following goals:

- Replace the existing gaseous chlorine system with a permanent NaOCl disinfection system to meet existing operating and flow conditions
- Evaluate on-site NaOCl generation and bulk NaOCl storage/feed
- Explore and provide, if possible, a temporary hypochlorite feed system to operate during design and construction of a permanent system.
- Identify opportunities, if any, to integrate operation of the new NaOCl system and the MBR-side UV system to minimize capital and operating costs
- Provide expandability of the disinfection system to accommodate a yet-to-be-determined wet weather treatment system without a stranded investment
- Upgrade Chlorine Building systems to current building code as required and upgrade building security and access with system identified by the District.
- Quantify and provide design to meet power needs for the new system
- Integrate operation and controls of the new disinfection system with the existing de-chlorination system.

Figure 1 is a process flow diagram which identifies flow routing through the facility. Table 1 lists current and projected flows.

Figure 1. TC WRRF Existing Process Flow Diagram

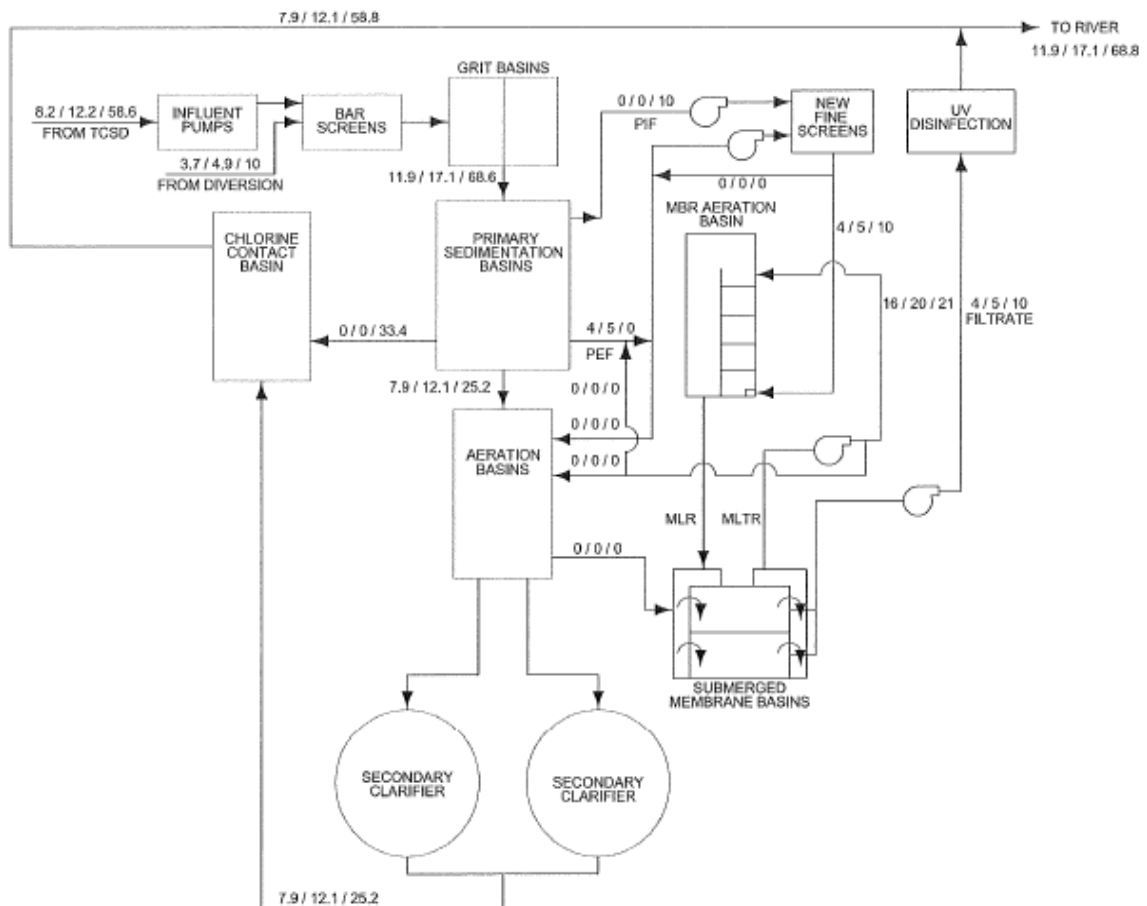


Table 1. Current and Future TC WRRF Flows

Condition	2020 Flow, mgd	2040 Flow, mgd
ADWF	10	13
MMDWF	13	18
AWWF	14	19
MMWWF	20	27
PHF	82	92

The following documents are available and may be useful for this project:

- Tri-City WPCP Miscellaneous Plant Improvements, Contract C9, CH2M Hill (Record Drawings), 1993
- Tri-City WWTP Disinfection Facilities, KCM (Design Drawings), 1995
- Tri-City WPCP Phase 1 Expansion, MWH (Record Drawings), 2012
- Tri-City Water Pollution Control Plant Alternative Disinfection Evaluation, Richwine Environmental, Inc., 2014

These are available for download at:

<https://www.dropbox.com/sh/iqdeif7s39x22vb/AACmancdp3VyCRTralo7PgiKa?dl=0>

The District anticipates Summer 2018 construction with the goal of having the new permanent facilities operational by Fall 2018. The budget for the project includes WES management, legal and administration costs, engineering design and construction services and construction and is estimated at \$5,000,000.

3.3. SCOPE OF WORK

3.3.1. Scope:

Conceptual Design Phase

Consultant shall:

- a. Conduct a review of the existing plant drawings and process data related to historical chlorine gas and sodium bisulfite usage.
- b. Prepare a Conceptual Design Technical Memorandum to include:
 - A condition assessment of the existing Chlorine Building, chlorine contact basin and de-chlorination system.
 - Capacity evaluation of the MBR disinfection system (including UV and hypochlorite systems) and conventional side disinfection/de-chlorination facilities.
 - Evaluation and recommendation for providing hypochlorite system to meet current needs including operation integration with existing MBR UV and de-chlorination facilities
 - Evaluation and recommendation for system expansion.
 - Prepare process flow diagram of the proposed NaOCl system.
 - Evaluate and design a temporary NaOCl system to be operated during final design and construction of the permanent system.

Schematic Design Phase (30%)

Consultant shall:

- Size the NaOCl system to meet current and design (2040) conditions with available information, including provisions for redundancy.
- Identify and develop plan to address code and/or structural issues with existing facilities to be modified in this project.

- Prepare equipment layouts and sections and provide options to district staff for layouts.
- Develop PIDs, process control narratives, integrating with existing systems.
- Prepare one-line diagrams.
- Prepare a draft and final Schematic Design Report including a detailed construction cost estimate, construction sequencing plan for disinfection of plant effluent during the construction.

Final Design and Bid Period Services

Consultant shall:

- Produce draft 70% drawings and specifications for District review.
- Produce 100% bid documents addressing District comments on 70% submittal and final construction cost estimate.
- Develop documents for building permit applications and address building permitting questions and comments.
- Provide Bid Period services responding to technical questions during the bid period.

Engineering Services during Construction

Upon completion of the design effort, if WES determines it is the best interest of the District, to include engineering services during construction in this Contract, WES will subsequently develop and negotiate a detailed scope of services and level of effort with Consultant.

3.3.2. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2020** with the option for one (1) additional one (1) year renewal thereafter subject to the mutual agreement of the parties.

3.3.3 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Professional Services Contract for this RFP can be found at <http://www.clackamas.us/bids/terms.html>.

Professional Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 4 – Travel and Other Expense is Authorized
- Article II, Paragraph 29 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Firm Qualifications and Experience	0-15
Project Manager	0-10
Project Team	0-35
Project Understanding	0-40

4.3 Once a selection has been made, the Proposer will be required to submit its proposed fees for completion of the project. The proposed fees must be on a time and material basis with a not to exceed for each phase of the Work. The proposed fees must be reasonable and fair to the County, as determined solely by the County.

During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, negotiations shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases

**SECTION 5
PROPOSAL CONTENTS**

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

Statements of Qualifications (“SOQ”) will be limited to 15 pages, not including the required Cover Page, Proposal Certification Page, or Resumes. To maintain the fairness and integrity of the selection process, it is important that SOQs conform to the requirements of these instructions. Use 8 ½ x 11 paper, printed double sided in a minimum of 12 pt. font, with one inch margins. All page counts are for double-sided paper. (Each sheet of paper is two pages; blank pages, cover letter, and section separators and resumes do not count). Interviews are not anticipated to be a part of the selection process, but WES reserves the right to require interviews, if needed, to make a final selection based solely off interview selection.

There will be an optional pre-proposal conference at the facility (located at 15941 S. Agnes Ave., Oregon City, Oregon 97045), on **January 9, 2018 at 10:00 AM**. Please email if you plan to attend Abigail Churchill, AChurchill@clackamas.us.

5.2 Cover Letter (not included in the page count)

The cover letter should identify the proposing entity, the contact for the procurement and contract negotiation process, and be signed by an authorized representative or official.

5.3 Firm Qualification and Experience

- Provide a brief history of the firm’s, experience and capabilities. Highlight recent (within the last 5 years) and local project experience. Particular emphasis on projects that demonstrate the qualifications and specialized experience of the staff who will work directly with the District is preferred.
- Provide project descriptions including scope, type of facility, year completed, project size and location, and proposed team members who were involved and their roles. For all projects listed, provide name of the owner, owner’s contact person with their phone number and email address. Contact information must be current and accurate to be considered.
- Provide any other information applicable to the evaluation of the firm’s qualifications for accomplishing the project.

5.4 Project Manager

Describe the proposer's ability to manage projects, including information regarding processes and tools that will be used to:

- Ensure project completion on schedule and within budget
- Facilitate workshop with District staff to drive decision making
- Minimize error and omissions in deliverables and the construction documents
- Foster successful relationship and approach for communicating with District.
- Develop an accurate estimated cost for construction
- Experience in leading similar team on similar projects

5.5 Project Team

- Provide a staffing plan to demonstrate the structure and responsibilities of the proposed project team. Include a project organizational chart showing proposed staff, including any proposed sub-consultants.
- List the qualifications of the project team members, highlighting specific knowledge and experience that will be beneficial to this project. Identify the length of employment for key personnel with their respective firms, intended responsibilities on this project and primary office location.
- Include as part of a staffing plan, examples of projects that members of the proposed team have worked together to successfully deliver projects.

5.6 Project Understanding and Approach

Given your understanding of the Tri-City WRRF Sodium Hypochlorite Conversion Project, explain the approach your team would use to deliver a successful project. In your discussion for this section specifically address the following:

- Demonstrate your knowledge of the Tri-City WRRF disinfection system
- Illustrate the approach to providing an expedient conversion to NaOCl disinfection
- Discuss factors to consider in determining system size and expandability
- Explain your approach to maintain WRRF plant operations during construction.
- Include a schedule that achieves the District's goal to have the facility operational by Fall 2018.

5.7 Resumes (not included in page count)

Provide two-page resumes of key project team members highlighting relevant experience.

5.8 Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
Tri-City Hypochlorite Disinfection

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

(j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120
 Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative

Signature: _____ Date: _____
Name: _____ Title: _____
Firm: _____
Address: _____
City/State/Zip: _____ Phone: () _____
e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____
Phone number: _____
Email Address: _____

EXHIBIT B
Contractor's Response



TRI-CITY HYPOCHLORITE DISINFECTION

Request for Proposals #2017-113

January 23, 2018



Kennedy/Jenks Consultants

Kennedy/Jenks Consultants

Prepared for Clackamas County, Water Environment Services

Table of Contents

COVER LETTER

1 FIRM QUALIFICATION AND EXPERIENCE

Section 1

4 PROJECT MANAGER

Section 2

6 PROJECT TEAM

Section 3

10 PROJECT UNDERSTANDING AND APPROACH

Section 4

RESUMES

Section 5

COMPLETED PROPOSAL CERTIFICATION

Section 6

“Overall, we found their staff members were highly responsive and communicative throughout the project, working closely with us to complete the project in a manner that was cost-effective yet protective of the public interest.”

Amy Blain, Project Manager, City of Longview, WA

COVER LETTER

Tri-City Hypochlorite Disinfection
RFP #2017-113

Kennedy/Jenks Consultants

January 23, 2018

George Marlton, Director
Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Rd
Oregon City, OR 97045

421 SW 6th Avenue, Suite 1000
Portland, OR 97204
503-423-4000
FAX: 503-295-4901

SUBJECT: RFP #2017-113 for Tri-City Hypochlorite Disinfection

Dear Mr. Marlton,

Water Environment Services (WES) will be replacing the gaseous chlorine system at the Tri-City plant with a sodium hypochlorite system for safety and ease of handling. Kennedy/Jenks offers you the right team, having recently delivered a similar project for Clean Water Services. With the same project manager, Michael Humm, Kennedy/Jenks provides you with an efficient design team that understands hypochlorite systems and gives WES confidence in our ability to deliver your project on time and on budget. **With our design team based in Portland, Kennedy/Jenks offers:**

- » **A Local Experienced Design Team:** Project Manager Michael Humm is located in Portland and is available as needed for on-site visits and meetings with City Staff. We also offer local civil, mechanical, electrical, and structural engineering and CAD design staff which results in a compact team for efficient delivery.
- » **Complete Understanding of Hypochlorite Systems to Efficiently Deliver Your Design:** Having walked through the site multiple times with WES staff, we have developed a preliminary approach to meet your project goals. This approach will continue to be refined based on site data collected and input from district staff. Our commitment will be to work collaboratively with your team to arrive at a preferred design that is easy to maintain, cost effective, improves overall safety, and integrates operations staff for smooth implementation.
- » **Practical Experience to Implement a Reliable Design:** Using our experience and expertise, we bring innovative ideas that will deliver best value to WES. Understanding and prioritizing design features to meet requirements will also provide rapid results and the highest return on investment. Kennedy/Jenks will draw from design experiences from similar projects to deliver the highest reliability.

We look forward to providing WES responsive local service with a Project Manager that is known for his design excellence and commitment to delivering on time and on budget. Heather Stephens is an authorized representative of the firm and is available to answer questions and bind Kennedy/Jenks to any negotiated contract. Thank you for your consideration.

Very truly yours,

KENNEDY/JENKS CONSULTANTS



Heather Stephens, P.E., Principal-in-Charge



Michael Humm, P.E., Project Manager

FIRM QUALIFICATION AND EXPERIENCE

Tri-City Hypochlorite Disinfection
RFP #2017-113

Kennedy/Jenks Consultants

SECTION 1 | FIRM QUALIFICATION AND EXPERIENCE

FIRM HISTORY, EXPERIENCE, AND CAPABILITIES

Kennedy/Jenks Consultants (Kennedy/Jenks) is proud of a 99-year history as an employee-owned firm headquartered in San Francisco. We have more than 400 employees, including engineers and scientists across 31 offices throughout the country focused on water and wastewater engineering.

Our Portland office houses a full-service design group including wastewater engineers, mechanical, structural and electrical engineers, and CAD staff.

Figure 1-1 illustrates recent and local chlorine disinfection project experience. Detailed experience follows.

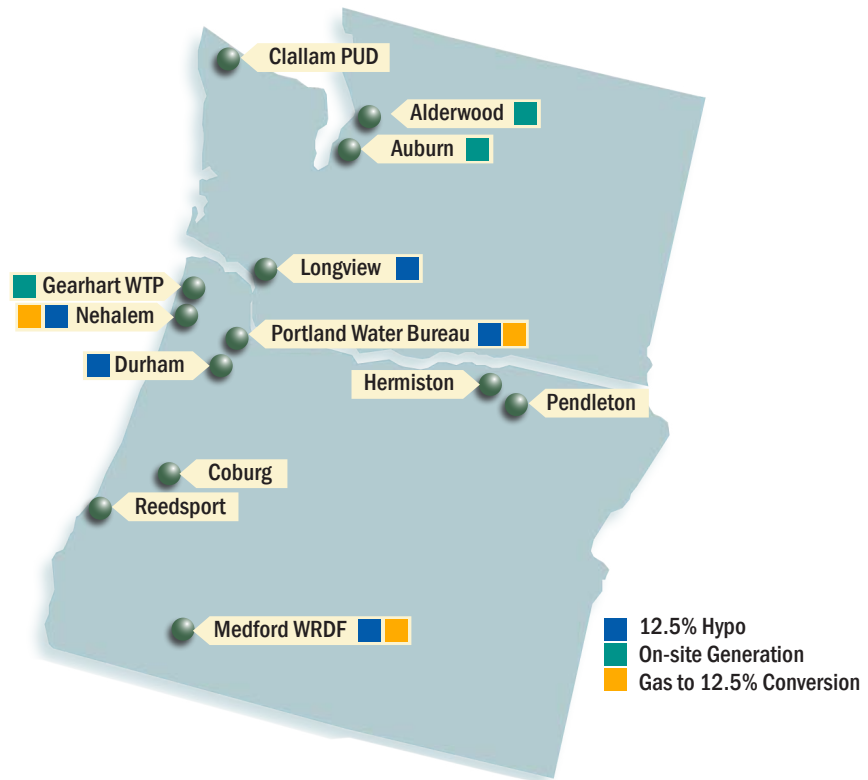


Figure 1-1 Kennedy/Jenks has provided hypochlorite system upgrades for utilities throughout the Pacific Northwest.



Team Members Involved

Milt Larsen - Hypochlorite System Design/QA/QC, Jeff Foray - Mechanical, Janet Hoffman - Cost Estimating,

Owner

City of Longview
Amy Blain, Project Manager
360-442-5206
amy.blain@ci.longview.wa.us

LONGVIEW MINT FARM, LONGVIEW, WA

After three years of planning; two years of technical assessments and design; and two years of construction, the new \$33 million, 17.4-mgd Mint Farm Regional Water Treatment Plant was commissioned in January 2013.

Key elements of the treatment facility are the chemical feed facilities which include fluoride and sodium hypochlorite. Sodium hypochlorite is stored as 12.5% solution in two 4,000 gallon polyethylene storage tanks, which are located outdoors to reduce project costs. Metering pumps allow the feed of hypochlorite upstream and downstream of the filter system as required.

The initial hypochlorite feed system injected hypochlorite into the filters for oxidation and disinfection. Kennedy/Jenks designed a second hypochlorite feed system to trim the chlorine residual after the filters.

» Type of Facility Recycled Water Treatment Plant	» Year Completed 2013	» Project Size \$33M
--	---------------------------------	--------------------------------



DURHAM HYPOCHLORITE AND CAUSTIC SYSTEM, DURHAM, OR

Kennedy/Jenks has been assisting with hypochlorite chemical disinfection studies and improvements at Clean Water Services' Durham Advanced Wastewater Treatment Facility. Initially Kennedy/Jenks provided an evaluation of onsite generation of hypochlorite, but found 12.5% liquid hypochlorite to be more economical. Following that finding, Kennedy Jenks completed an evaluation of the bulk hypochlorite system, which included a review of historical hypochlorite consumption data, development of a schematic diagram identifying existing system infrastructure, dosing locations, and demands. The existing system schematic and operating parameters were used to develop a conceptual level design and cost estimate to incorporate a local dosing/day tank methodology. The conceptual design was then carried through final design and is currently being constructed.

The hypochlorite improvements include replacement of the two excess flow pumps and pipelines serving the surge basin, installation of two new 250-gallon hypochlorite day tanks and six new metering pumps, four serving the chlorine contact basins and two serving the Facility's reuse system. A second 125-gallon day tank with a duplex metering pump skid is being installed in the solids building to serve the first stage of the odor control system.

During the design phase, the District added sodium hydroxide (caustic) and sulfuric acid storage and metering pump systems. These improvements include a new 6,500 gallon double containment storage tank for sodium hydroxide and a duplex metering pump skid that serves the second stage of the solids odor control. The system also includes a gravity feed pipeline to the struvite recovery facility. The sulfuric acid system includes a 1,000 gallon double containment storage tank with a single chemical metering pump used to dose acid into the centrate wet wells. Kennedy/Jenks incorporated these improvements into the hypochlorite project and provided preliminary and final design, bidding and construction services for this chemical improvements project.

Team Members Involved

Mihael Humm - Project Manager

Milt Larsen - QA/QC

Jeff Foray - Mechanical Engineer

Jake Salter - Structural Engineer

Owner

Clean Water Services
Dan Garbely, P.E.
503-547-8043
garbelyd@
cleanwaterservices.org

» Type of Facility Wastewater Treatment Plant	» Year Completed 2017	» Project Size \$1.43M
--	---------------------------------	----------------------------------



Team Members Involved

Jeff Foray - Project Manager

Milt Larsen - QA/QC

Janet Hoffman - Cost Estimator

Owner

Alderwood Water/WW District
Bob Hastings, Construction Manager
425-743-4605
BHastings@AWWD.com

ALDERWOOD W1402 SODIUM HYPOCHLORITE SYSTEM UPGRADE, LYNNWOOD, WA

As part of a project to upgrade Alderwood Water and Wastewater District's Pump Station 2 and High Tank Booster facilities, Kennedy/Jenks designed an upgrade to the on-site hypochlorite generation system at the High Tank Booster Station site. The existing hypochlorite system was at the end of its useful life, and was also oversized based on new operating requirements. Engineering costs for the project had come in under budget, and the District was able to repurpose engineering budget to perform a much-needed upgrade to the chlorination system. Kennedy/Jenks prepared a preliminary design report to evaluate the capacity of the system, select equipment, and estimate costs. Final design included a new MicroClor 20 PPD on-site generation system, Grundfos metering pumps, and Emerson Rosemont chlorine residual analyzers. Other improvements included new storage tanks, piping, electrical systems, and ventilation improvements. The engineers estimate of \$300,000 was within 2% of the construction bid price of \$294,000.

» Type of Facility	» Year Completed	» Project Size
Water Pump Station & Reservoir	2016	\$300,000



Team Members Involved

Rob Peacock - Project Manager, Dana Devin-Clarke - Project Engineer, Brooke Harrison - Staff Engineer

Owner

Nehalem Bay WW Agency
Bruce Halverson, Manager
503-368-5125
nbwa2@nehalem.tel.net

WWTP GAS CHLORINATION/DECHLORINATION DISINFECTION SYSTEM, NEHALEM BAY, OR

Kennedy/Jenks was selected to assist Nehalem Bay Wastewater Agency (Agency) in replacing their existing gas chlorination/dechlorination disinfection system at the wastewater treatment plant. The project was driven by the safety concerns associated with gas cylinder changeout, and by the rising cost of chlorine gas.

The project involves removing the existing chlorine gas/sulfur dioxide system and replacing it with a system that uses 12.5% sodium hypochlorite solution for disinfection and 38% sodium bisulfite solution for dechlorination. The disinfection system modifications include installation of chemical pump skids, chemical storage tanks, piping and controls.

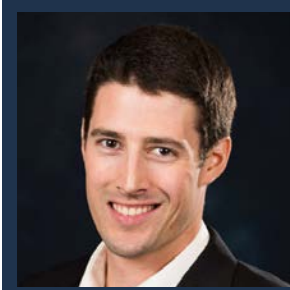
» Type of Facility	» Year Completed	» Project Size
3 Cell Wastewater Stabilization Lagoon with Aeration	Ongoing	\$150,000

PROJECT MANAGER

Tri-City Hypochlorite Disinfection
RFP #2017-113

Kennedy/Jenks Consultants

SECTION 2 | PROJECT MANAGER



» MICHAEL HUMM, P.E. | PROJECT MANAGER

Education

BS, Civil Engineering, Oregon State University, 2005

Registration

Professional Civil Engineer, OR (76443)

References

Rob Daykin, City Administrator, City of Dundee, 503-538-3922

Dan Garbely, Durham Principal Engineer, Clean Water Services, 503-547-8043

Michael Humm will be responsible for managing all aspects of the Tri-City Hypochlorite Disinfection project. He will provide leadership to help the team evaluate and select the optimum approach, develop bid documents to clearly define project requirements, and support construction and startup of the new system. Through recent project experience, Michael is well-versed in liquid hypochlorite disinfection and related process requirements and safety features. Clients appreciate Michael's excellent communication skills and strong track record of responsive coordination between discipline engineers, owners' staff, and contractors. The following table shows Michael's experience leading teams on similar projects.

Project/Client	Design Services	Summary	On Schedule	On Budget
Durham Hypochlorite and Caustic System <i>Clean Water Services</i>	\$260,000	New hypochlorite and caustic day tanks and dosing systems for the biosolids odor system. New hypochlorite day tank and dosing system for chlorine contact basin and water reuse.	✓	✓
Struvite Prevention Design <i>Clean Water Services</i>	\$190,000	New Sulfuric acid chemical storage tanks and metering pumps with E&I design support.	✓	✓
Fernhill Wetlands Design <i>Clean Water Services</i>	\$675,000	Forest Grove WWTP effluent pump station upgrades and vertical flow wetlands with Civil/Site Improvements.	✓	✓
Well 11 and Pump Station <i>City of Dundee</i>	\$100,000	Conversion of well to production well for peak flows. Addition of 3rd booster pump, control system, and telemetry.	✓	✓

Table 2-1 Micheal Humm's recent experience as Project Manager leading similar teams on similar projects.

Communication and Collaboration is Key to Effectively Managing Projects

Michael has the unique experience of working on progressive design/build projects. With these projects requiring a high level of joint decision making workshops, he has extensive experience facilitating workshops to drive effective decision making and documenting the process of arriving at these decisions with a decision making log. Central to communication will be the use of a document management tool to store and share meeting

Major Decision Log

Major Decision Log						
Client:			Project Manager:			
Project Name:			Last Update:			
KJ Job No:						
No.	Date Logged	Originator	Description	Impact to Project	Client Acceptance (Name, Date)	Comments
1						
2						
3						

Figure 2-1 Decision Logs are an excellent tool for communicating project goals and direction.

minutes, Earned Value, deliverables, Decision Making Logs, and other important documents. This tool will also allow all team members and WES staff the ability to collaborate on work elements. Michael has used EBuilder, EADoc, and Procure on projects throughout his career. Along with Document Management Software and scheduled workshops, Michael will also regularly engage with your project manager. The Benefit to effective communication will be a project that meets expectations and minimizes the risk of omissions.

Quality Management Minimizes Error & Omissions

Kennedy/Jenks' quality control/quality assurance (QA/QC) program is a critical element in our success in meeting project objectives. All deliverables are reviewed and checked by an independent set of eyes. In addition to the Project Work Plan that incorporates specific QA/QC activities and procedures, the vital elements of our QA/QC approach are early review of concepts and criteria prior to preparation of deliverables and formal QC review of deliverables. Milt Larsen, as the Quality Manager, is responsible for making sure the plan is being implemented and recommended changes are addressed. An effective tool we use internally is our Quality Review Sign-off form (Figure 2-2) for tracking comments and responses to quality concerns.

Quality Review Sign-off

Quality Review Form					
Client:		Task or Phase:			
Project Name:		Reviewer (K/J or Client):			
Job No.:		Date to Reviewer:			
Project Manager:		Review Deadline:			
Item Reviewed:					
No.	Pg. Sheet, Spec No.	Reviewer's Comment	PM Response	Reviewer's Approval	Reviewer's Notes
1					
2					
3					
16					
19					
20					
Reviewer Sign-Off:		INSTRUCTIONS:			
Reviewer's Comments Provided:		1. PM fills in green field (top of form) and sends to reviewer.			
Project Manager Response to Comments:		2. Reviewer fills out white columns B and C (left side of form), signs "comments provided" line and sends to PM.			
Reviewer's Acceptance of Comments:		3. PM provides response to review comments in green column D, signs "response to comments" line and sends to reviewer.			
		4. Reviewer accepts or rejects PM's response, provides direction in notes column F and signs off on "Reviewer's acceptance of comments" with noted directions.			

Figure 2-2 Using a Quality Review Sign-off form enables us to track how quality issues are resolved and incorporated into deliverables.

Cost Estimation

To help Michael ensure an accurate cost estimate for construction, he will leverage Janet Hoffman whom is our Certified Estimating Professional (CEP) for all Kennedy/Jenks projects in the Northwest. Janet will provide independent cost estimates for engineering alternatives to help make informed decisions on cost related design decisions as well as update costs for construction as the design evolves. Janet has worked with Michael on many of his projects including Dundee WWTP, Pendleton WWTP, and CWS Fernhill Wetlands.

Assurance of Meeting Schedule and Budget

Earned Value Management (EVM) is central to Michael's management approach. EVM brings together cost, schedule, and technical progress to proactively address issues and realistically forecast cost to completion. Michael will use PlanTrax®, an Excel-based project control tool, to plan expenditures and track earned value throughout the life of the project. Using PlanTrax® to compare planned value with to-date expenditures enables clear communication of budget-to-complete projections. Michael will regularly review design progress and compare them to the estimated remaining work effort to make sure milestones and schedules are maintained. Our EVM reports enable identification of necessary course corrections early to stay on schedule.

Earned Value

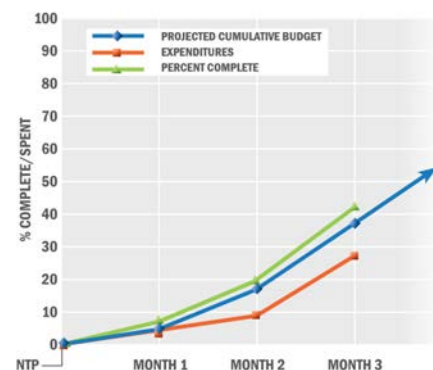


Figure 2-3 EVM provides cost, schedule, and technical progress to ensure the project is delivered on schedule and on budget.

PROJECT TEAM

Tri-City Hypochlorite Disinfection
RFP #2017-113

Kennedy/Jenks Consultants

SECTION 3 | PROJECT TEAM

PROJECT TEAM

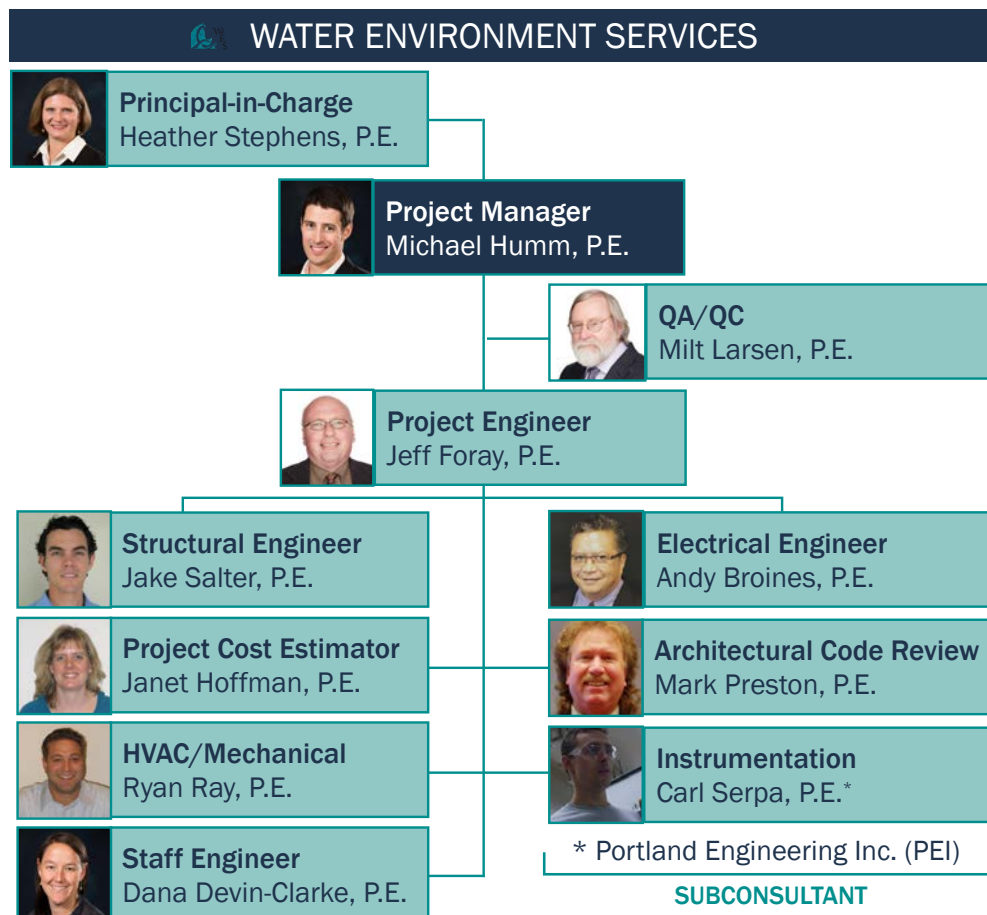
Our proposed project team offers the knowledge, expertise, capabilities, and resources required to successfully complete the Project. To demonstrate our team structure and responsibilities, a project organizational chart is shown below, followed by key staff qualifications. We have carefully chosen the right team to see this chemical conversion project through to successful completion. Many of the key team members have worked closely together throughout each staff tenure at Kennedy/Jenks, which has forged strong working relationships across a balanced mix of project expertise in studies, design, and construction services. This allows Kennedy/Jenks to bring WES a cohesive team that understands how to deliver fast paced design projects, efficiently, while maintaining the highest of quality.

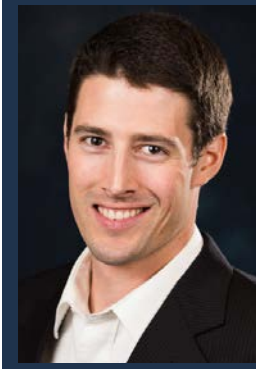
Full Compliment of Design Disciplines

The technical design staff included in this organizational chart bring a deep understanding of the technical and non-technical challenges you face to hit-the-ground running and provide you peace of mind that your project will be delivered with flexibility and cohesiveness, and will be executed in a collaborative manner.

Subconsultant Support to Maintain Continuity

We have complemented our core Kennedy/Jenks delivery team with the addition of Carl Serpa, P.E. from Portland Engineering Inc. as a subconsultant to provide PLC panel design and programming. Carl has worked at multiple WES facilities for over seven years, and adds tremendous value with his in-depth knowledge of WES systems and standards.





MICHAEL HUMM, P.E. | PROJECT MANAGER

I am a client focused leader, driven civil and process mechanical design engineer, and passionate project manager. I am looking forward to collaborating with WES and leading the Kennedy/Jenks team in successfully delivering this gas to liquid chlorine conversion project. I will be the direct contact to WES staff, responsible for overall project delivery within the established budget and schedule. I will facilitate our meetings and be responsible for translating the conceptual design into constructible contract documents and seeing the construction and startup to completion.

Michael Humm is a civil engineer with experience in various planning, design, and construction of wastewater treatment plant facilities. He is currently completing construction services for the Durham hypochlorite improvement project. As a project manager, he has coordinated scope, schedule and budget for numerous projects. He establishes timely and practical design and completion dates to maintain project budgets and schedules. Michael holds an open line of communication with client stakeholders to ensure delivery of a project that fits the client's operational and maintenance needs.

- » **Office Location**
Portland, OR
- » **Years with Firm** 12
- » **Responsibilities**
Project Management
Primary Client Contact

PROJECT EXPERIENCE

- Durham Hypochlorite and Caustic Systems, Clean Water Services, Durham, OR
- Well 11 and Pump Station, City of Dundee, Dundee, OR
- Fernhill Wetlands, Clean Water Services, Forest Grove, OR



MILT LARSEN, P.E. | QA/QC

I am a project manager, project engineer, and technical advisor. I will provide overall Quality Assurance and Quality Control on this project. I have over 30 years of experience in the planning, design, and construction of disinfection and chemical feed facilities for treatment plants ranging from 100 gpm to over 100 MGD. I will be a resource to this team throughout the project and will be responsible for review of each project deliverable.

Milton (Milt) Larsen has served as a project manager, project engineer and technical advisor on numerous water quality evaluation studies, water distribution and treatment, and wastewater collection and treatment projects. He has over 30 years of experience in the planning, design, and construction of disinfection and chemical feed facilities for treatment plants ranging from 100 gpm to over 100 MGD.

- » **Office Location**
Federal Way, WA
- » **Years with Firm** 37
- » **Responsibilities**
Quality Plan
Design Review

PROJECT EXPERIENCE

- Durham Hypochlorite & Caustic Systems, Clean Water Services, Tigard, OR
- Pump Station 2 and High Tank Booster Station Upgrades, Alderwood Water/Wastewater District, Lynnwood, WA
- Mint Farm Regional Water Treatment Plant Design and Groundwater Source Development, City of Longview, Longview, WA



JEFF FORAY, P.E. | PROJECT ENGINEER

I am a project manager and project engineer focused on process mechanical design and construction of water, wastewater, and industrial facilities. I will be the project engineer on this project responsible for the planning and design delivery of this project. I will be working closely with Michael to ensure the planning and progression of the design is consistent with the design criteria and WES’s project goals. Together we will ensure the project team is working to the schedule and budget of this project. I will be particularly focused on the temporary operations plan and developing the control strategy for the new chemical feed system.

Jeff Foray has experience in the construction and design of water, wastewater, and industrial facilities. His areas of expertise include pumping system design, building mechanical systems, power generation, chemical feed systems, cost estimating, and code compliance. He also has extensive experience in construction management, inspection, and field engineering.

- » **Office Location**
Federal Way, WA
- » **Years with Firm** 27
- » **Responsibilities**
Project Technical Lead
Alternatives Analysis
Process Design

PROJECT EXPERIENCE

- Chemical Storage and Feed Systems Design for Treatment and Pumping Facility, City of Portland, OR
- Mint Farm Regional Water Treatment Plant Design and Groundwater Source Development, City of Longview, Longview, WA
- Pump Station 2 and High Tank Booster Station Upgrades, Alderwood Water/Wastewater District, Lynnwood, WA

PROJECT EXAMPLES OF TEAM WORKING TOGETHER

Proposed staff have worked together on many successful projects. A select few are shown below, which have similar project elements as the Tri-City Hypochlorite Disinfection project.

Project/Client	Michael Humm	Milt Larsen	Jeff Foray	Jake Salter	Ryan Ray	Mark Preston	Dana Devin-Clarke	Janet Hoffman
Longview Mint Farm, <i>City of Longview</i>		✓	✓		✓			✓
Durham Hypochlorite and Caustic System, <i>Clean Water Services</i>	✓	✓	✓	✓	✓	✓	✓	
Alderwood W1402 Sodium Hypochlorite System Upgrade, <i>Alderwood Water/Wastewater District</i>		✓	✓		✓			✓
WWTP Gas Chlorination/Dechlorination Disinfection System, <i>Nehalem Bay Wastewater Agency</i>		✓	✓				✓	✓

Table 3-1 Examples of the team working together on projects with similar elements.

Additional Team Members		
	<p>HEATHER STEPHENS, P.E. Principal-in-Charge 11 Years with the Firm Portland Office Responsibilities: Contract Review Client Relations</p>	<p>Heather is Kennedy/Jenks' Oregon Client Director and serves as a Senior Project Manager. Her 20-year career has focused on the planning, predesign, and design of wastewater conveyance and treatment systems serving public utilities in the Pacific Northwest. She has completed dozens of projects involving wastewater facilities planning, predesign, and design, wastewater treatment process engineering, wastewater system master planning and predesign, pipeline design, and asset management.</p>
	<p>RYAN RAY, P.E. Mechanical Engineer 16 Years with the Firm Federal Way Office Responsibilities: HVAC/Mechanical</p>	<p>Ryan is experienced in the design of mechanical systems with primary areas of expertise in building HVAC, pumping systems, compressed air systems, chemical feed systems, standby power and energy systems, in addition to energy planning and economic evaluations, cost estimating, code compliance, and condition assessments.</p>
	<p>JAKE SALTER, P.E. Structural Engineer 11 Years with the firm Portland Office Responsibilities: Structural Engineering</p>	<p>Jake is a licensed engineer with 15 years of experience in Oregon, Washington, and California. He has focused his career on structural design with demonstrated experience on a wide range of projects, completing more than 270 structural projects involving the design and retrofit of water and wastewater structures in high seismic regions.</p>
	<p>Mark Preston, P.E. Architectural Lead 2 Years with the Firm Federal Way Office Responsibilities: Architectural Code Review</p>	<p>Mark is a senior architect with 30 years of experience leading diverse teams in the successful design and construction of a variety of private and public sector projects. His architectural experience includes space planning, cost estimating, code analysis and compliance, conceptual/final design, facilities programming, building evaluation studies, facilities renovation and modernization, long-range planning, pre-engineered buildings, and construction administration.</p>
	<p>DANA DEVIN-CLARKE, P.E. Staff Engineer 3 Years with the Firm Portland Office Responsibilities: Civil Engineering</p>	<p>Dana is a professional engineer in the Portland office and will provide Staff Engineer support. She has experience in a similar role on the Durham Hypochlorite Evaluation and is supporting the ongoing construction of that project. She is also currently in the design phase, working with Nehalem Bay on a gaseous chlorine to 12.5% hypochlorite conversion.</p>
	<p>JANET HOFFMAN, P.E. Cost Estimator 15 Years with the Firm Federal Way Office Responsibilities: Cost Estimating Construction Schedule</p>	<p>Janet is a mechanical engineer who leads Kennedy/Jenks' estimating efforts and has experience in design and construction of public, industrial, and institutional facilities. She also has extensive experience in the construction industry, leading the mechanical work on a variety of building, process, and industrial projects.</p>
	<p>ANDREW BROINES, E.I.T. Electrical Engineer 1 Year with the firm Federal Way Office Responsibilities: Electrical Engineering</p>	<p>Andrew (Andy) Briones is a Senior Electrical and Instrumentation Designer with 38 years of engineering design experience in electrical power distribution and control systems. His experience in design and analysis of water and wastewater facilities includes nearly 200 projects. Andy has experience in the design, programming, and startup of power, control, and instrumentation systems for major industrial clients, but for the last 30 years has focused on water and wastewater systems.</p>

PROJECT UNDERSTANDING AND APPROACH

Tri-City Hypochlorite Disinfection
RFP #2017-113

Kennedy/Jenks Consultants

SECTION 4 | PROJECT UNDERSTANDING AND APPROACH

PROJECT UNDERSTANDING

The Tri-City Water Resources Recovery Facility (WRRF) is comprised of two liquid side treatment trains, a conventional activated sludge (CAS) treatment system and a membrane bioreactor (MBR) system. Both sides of the plant discharge into a single outfall pipe discharging to the Clackamas River. Prior to discharge, the CAS side is disinfected using gaseous chlorine followed by dechlorination using sodium bisulfite. The MBR side relies on ultraviolet light for disinfection. The MBR side also includes provisions for chlorine disinfection for a future reuse water system, although this reuse system is currently not online.

The use of gaseous chlorine for disinfection is one of the most effective and reliable disinfection methods available however its use in the wastewater industry is on a declining trend, favoring safer and less regulatory restrictive alternatives. This hold true for the District, as the existing system is aging, and operation and maintenance personnel are increasingly apprehensive of its reliability and safety. Additionally, the delivery of the 1-ton cylinders has becoming less reliable and consistent, and the District is approaching federal regulation deadlines which will require updates to the plant's emergency response program.

In recent past, WES has explored other safer options, completing an evaluation of liquid hypochlorite, onsite generation, and peracetic acid systems. The WRRF also completed a pilot scale study using peracetic acid, but was unable to develop consistent and reliable results. However, the path was clear, other options are viable and carry less operational risk than the current gaseous chlorine system.

The focus of this project is the conversion of the gaseous chlorine system on the CAS side to a safer and more operationally friendly alternative disinfection method. The conversion will require a temporary operations plan and construction sequencing plans to ensure the conversion provides uninterrupted disinfection capabilities. The project is envisioned to include a conceptual design phase followed by a preliminary design and design phase prior to bidding and construction, following a typical design, bid, build approach.

The following section presents project challenges that Kennedy/Jenks has identified for this project.

APPROACH CHALLENGES

Challenge #1: Expedient Conversion

The District's goal is to have the system online by Fall 2018. Additionally, a temporary system should be available prior to July 2018, which will allow the District to eliminate the onsite gaseous chlorine system prior to the start of a separate construction project adjacent to the chemical building.

Challenge #2: System Balance Between Immediate and Long-term Demands

The hypochlorite system will be used to disinfect secondary effluent up to 25 MGD, a combination of primary and secondary effluent up to 58 MGD, and if possible can support cleaning operations and future reuse water disinfection at the MBR system. The system will need to evaluate and incorporate sizing and expansion capabilities while providing a reliable and economical system that can be operationally friendly.

Challenge #3: Temporary Operations

Disinfection must remain uninterrupted, therefore a temporary system along with an installation sequencing plan is critical to maintaining permit compliance. The temporary system must

provide a high level of reliability, yet be easy to install and transition between the gaseous system and the bulk storage system. It will also be desirable to have a temporary system that minimizes stranded assets.

APPROACH TO PROJECT DELIVERY

Kennedy/Jenks approach builds on the background and understanding of the challenges that must be overcome for a successful project. As our team reviewed the project, its requirements, and challenges, we assembled a streamlined project approach to resolve these critical challenges in a collaborative delivery process with WES. The approach was developed hand in hand with the project schedule which allows the project delivery to align with the necessary interim milestones (temporary operations) and completion date.

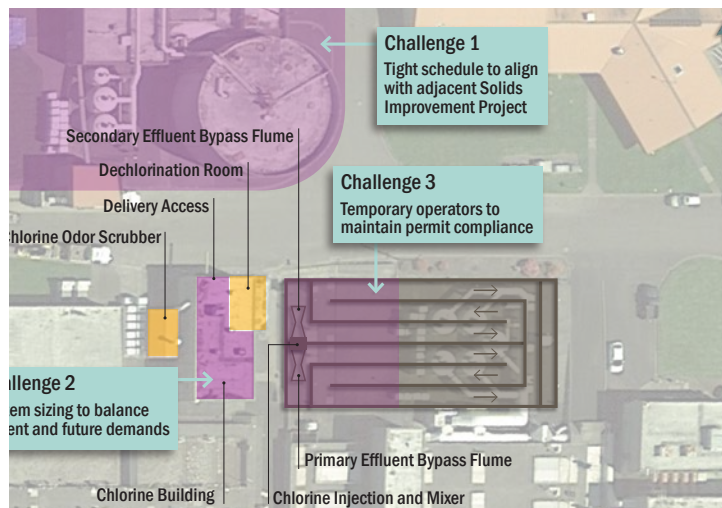


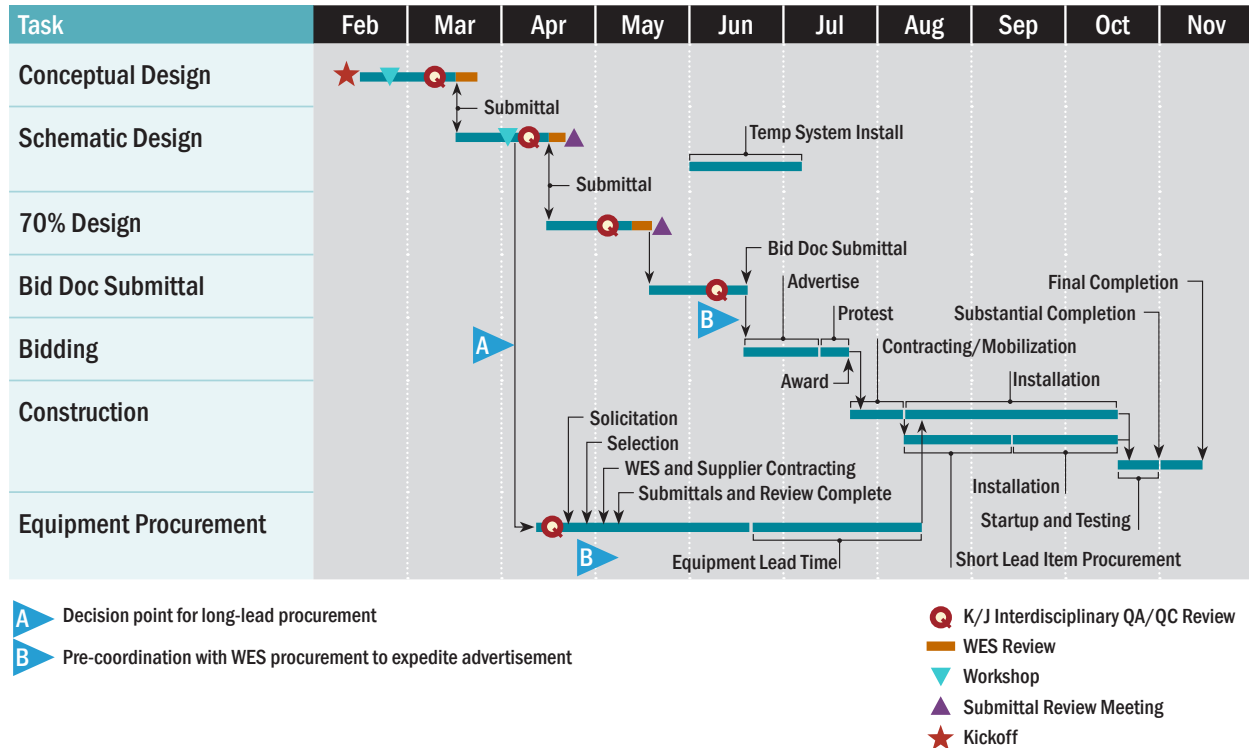
Figure 4-1 Illustration of key challenges with major facilities.

Addressing Challenge #1: Expedient Conversion

Complete installation of these improvements prior to Fall 2018, requires procurement of long lead items concurrent to the final design of the system. Our current work at the CWS Durham Hypo project has found lead times of 8 weeks and beyond on tanks. Metering pumps are also a minimum of 8 weeks and longer, upwards of 20 weeks, depending on materials of construction. A project schedule incorporating this lead time information was developed and used to determine this procurement strategy is required in order to meet the goal of a fall completion date. The prepurchase strategy removes equipment lead time from the Contractor's critical path, allowing WES to issue procurement documents in April. This will start the clock on these long lead equipment items and result in equipment delivery in August. Concurrent to the procurement period, the Final Design will be completed and the Contract Documents will be competitively bid. The timing will align delivery of long lead items with Notice to Proceed to the General Contractor, allowing construction operations to commence immediately. This is a fundamental aspect to the project delivery approach and is a tool available to WES to streamline the overall project delivery.

★ Benefit to WES – Prepurchase allows project schedule to be obtained and design around known equipment will minimize field changes.

In order to deliver both the procurement package and the design documents, development of the design criteria, sizing, and subsequent procurement package are critical path items identified within the conceptual and schematic design phases. Understanding historical data, operational preferences, and future growth objectives are critical to ensuring the conceptual design aligns with WES' project vision without sacrificing project schedule. Operational historical



knowledge, such as understanding if the plant experiences periods of nitrite lock due to partial nitrification, and how that effects chlorine demand, is an example of critical feedback that will help shape the design criteria. To facilitate the discussion and expedite the development of the design criteria, workshops in addition to the typical kickoff and delivery review meetings are highlighted in the project schedule. These workshops will be team intensive meetings which will help propel the delivery of the Conceptual and Schematic design using the following workshop topics:

- **Workshop #1** – Review findings of historical data analysis, capacity evaluations, ability to integrate operation of the new system with the MBR-side system, and evaluation of on-site generation versus bulk storage/feed options.
- **Workshop #2** – Review system sizing, equipment lead time, proposed pre-purchased components, and development of the temporary operations plan.

★ **Benefit to WES – Workshops provide a forum for WES decision makers to be present and provide input and direction, streamlining project decision making.**

Addressing Challenge #2: System Balance Between Immediate and Long-term Demands

System sizing will be completed as part of the conceptual design phase of work and is needed to proceed with procurement of the long lead items. Maximum month demand storage is recommended in order to provide buffer and capacity during the wet season when ice or snow storms may impact scheduled deliveries. Conversely during low demand seasons, WES will want to manage the stored volume, avoiding storage of excessive volumes of hypochlorite due to its degradation over time.

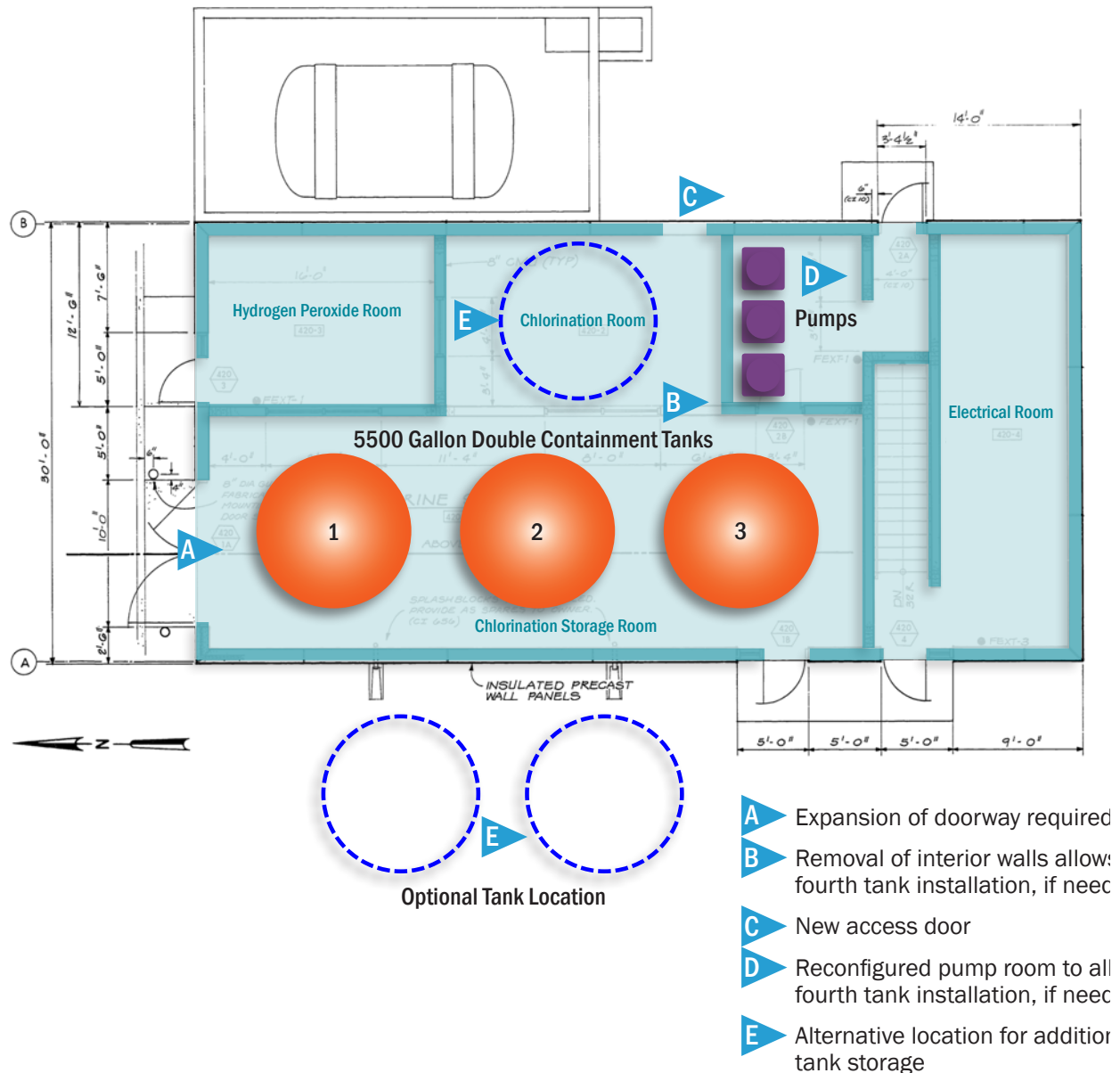


Figure 4-2 Building could accommodate up to four interior tanks.

Reviewing the existing building configuration and single and double containment tank sizes, three 5,500-gallon double containment tanks can be installed within the existing Chlorine Building without making significant changes to the structure. These 5,500 gallon tanks are 10' in diameter and nearly 14 feet tall, the largest standard size tank that can fit within the building's vertical clearance. Minor modifications, such as enlarging the doorway, are required with tanks of this size. These tanks, totaling 16,500 gallons of storage, will provide approximately 30 days of storage under average conditions, and 10 days under peak conditions, based on an estimated 200,000 gallons per year of hypochlorite usage for current plant demands (excluding the MBR).

Should additional storage volume be identified during the sizing evaluations, a fourth tank could be installed within the existing footprint by modifying the interior wall. Figure 4-2 depicts a potential four tank layout that maximizes the storage volume of the building. The site

also would allow for installation of exterior tanks in the footprint of the existing chlorine gas scrubber, should the interior building modifications not be desirable.

★ **Benefit to WES – Maximize storage volume without major building modifications, while identifying alternative footprint for additional storage volume if needed.**

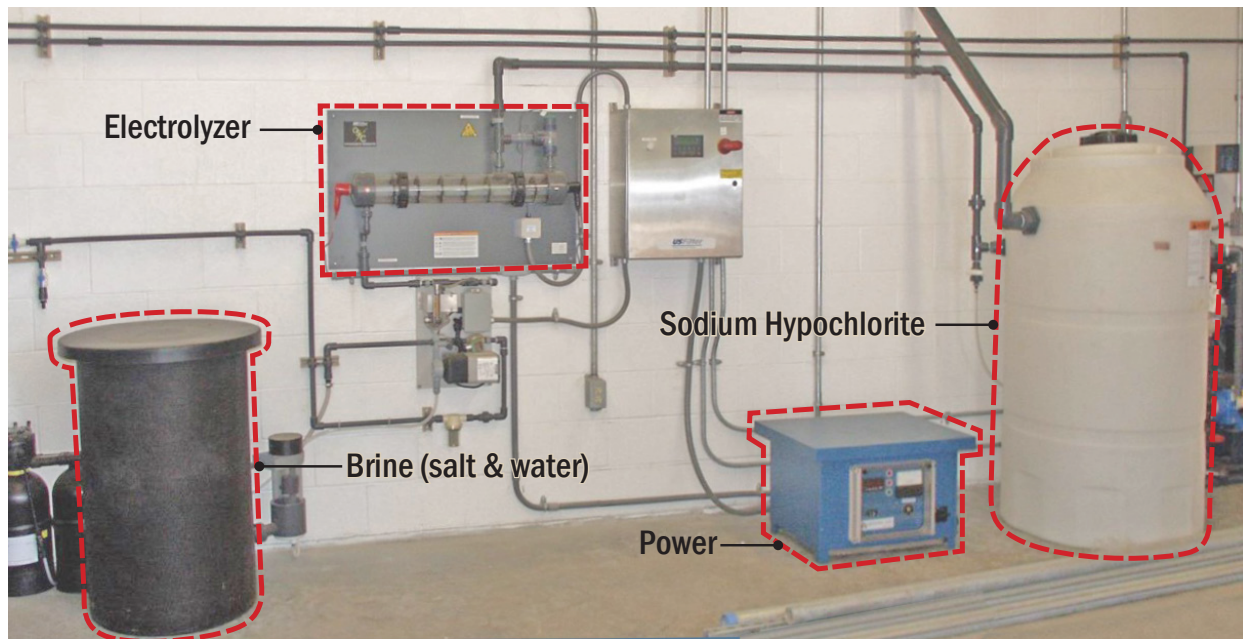


Figure 4-3 Continuous onsite generation would reduce tankage volume.

Tanks larger than 5,500 gallons could also be installed inside the building; however, this may require significant structural work. Dropping the floor to create containment volume would allow larger single walled tanks to fit in the building, but the presence of grade beams under the building slab would make this difficult. Invasive demolition and concrete construction of this magnitude will result in a construction schedule extending beyond Fall 2018.

In addition to sizing considerations, the conceptual design will be used to evaluate onsite generation versus bulk storage and feed systems. Onsite systems are available in low strength (0.8%) and high strength (12.5%) configurations. A summary of the pros and cons are presented below.

	Bulk NaOCl	Low-Strength OSG	High-Strength OSG
Safety	Safer than Cl ₂ gas	Safer than bulk NaOCl	Safer than Cl ₂ gas
IFC Rating	Corrosive	Non-hazardous	Corrosive
Typical Storage	30 days	1 day at peak demand 3 days at average demand	1 day at peak demand 3 days at average demand
Capital Cost	Moderate	Moderate	Highest
O&M Cost	Higher than Cl ₂ gas	Highest	Higher than bulk NaOCl

Addressing Challenge #3: Temporary Operations

The project schedule identifies the hypochlorite General Contractor mobilizing to the site at the end of July, beyond the desired timeline when WES would like the gaseous system offline. With project completion not anticipated until October, four months later, a temporary system will be required in order to take the gaseous system offline prior to completion of this project. Given the lead time on the tanks and pumps, even with procurement by WES, the permanent equipment likely will not be available for installation as a temporary system. Instead, a stand alone temporary system will likely be needed. This will be verified during Conceptual Design, but one potential avenue would be to work with the local chemical suppliers, who typically have available tankage locally that would suffice for a temporary configuration. In developing this proposal, Kennedy/Jenks has discussed this option with your current chemical supplier, who confirmed they usually have local tankage available for such applications. These non-configurable tanks would prevent customization of inlet and outlet piping and instrument connections, however, would prevent WES from having to buy the temporary tankage. Furthermore, the chemical supplier may be interested in offering this type of tankage at a reduced price, or at no charge, with continued use of their product.

Similar options may be available for the temporary metering pumps, working with local chemical pump suppliers who may have backup or spare pumps and pump controllers available for rental or loan this summer. The temporary system could be assembled by WES staff, or a quote package could be developed to allow WES to contract the assembly with a contractor. This contracting route would provide a single point of responsibility for the system. Having a temporary system online prior to the hypochlorite General Contractor onsite allows them to proceed uninterrupted with the new improvements. And, if maintenance and troubleshooting can be the responsibility of the temporary system contractor, the General Contractor is alleviated of the responsibility of an inherited temporary system.

★ Benefit to WES – Work with suppliers to use locally available components for temporary options, minimizing purchase costs and stranded assets. Installation of the system prior to project bidding will allow the Hypochlorite General Contractor from adding risk money in their bid, thereby reducing overall costs to the Owner.

RESUMES

Tri-City Hypochlorite Disinfection
RFP #2017-113

Kennedy/Jenks Consultants

Michael D. Humm, P.E.

Project Manager

Education

BS, Civil Engineering, Oregon State University,
2005

Memberships/Affiliations

Pacific Northwest Clean Water Association
Water Environment Federation

Registrations

Professional Civil Engineer, Oregon (76443)

Years of Experience

13 years with the firm

Professional Summary

Michael Humm is a civil engineer with experience in various aspects of the engineering field encompassing a broad range of projects. His experience with Kennedy/Jenks has focused on planning and design of wastewater treatment plant facilities, design and construction of new and rehabilitation of existing pump stations, planning, design and construction of secondary treatment modifications, hydraulic modeling, potable water improvement projects, and sanitary and storm water master planning.

Project Experience

Durham Hypochlorite & Caustic Systems, Clean Water Services, Tigard, OR - *Project Manager* - Kennedy/Jenks is currently providing preliminary and final design, bidding and construction services for modifications to the Durham Facility hypochlorite and caustic chemical systems, which include installation of hypochlorite and caustic day tank storage and dosing systems serving the biosolids odor system and hypochlorite day tank storage and dosing system serving the chlorine contact basins and water reuse. Kennedy/Jenks is assisting the District in completing upgrades to the sodium hypochlorite feed system at the Durham Facility. A conceptual design study completed will identify the recommended plan for adding sodium hypochlorite day tanks to convert the centralized, looped delivery system to a distributed system.

Durham Sodium Bisulfite Modifications, Clean Water Services, Tigard, OR - *Project Engineer* - Design and construction services for improvements to the Durham facility's reuse water pump station. The improvements included impeller and motor replacements and installation of a third smaller pump to provide better overlap between the pumps and the system operational envelope. This overlap along with installation of a small surge tank helped reduce the transient surge and water hammer problems that had been plaguing the system.

Wastewater Treatment Plant Design and Construction, City of Dundee, OR - *Project Engineer/Resident Engineer* - Responsible for facility plan update, preliminary, and final design of plant improvements to upgrade the existing three cell facultative lagoon system into a new 1.5 mgd (3.0 mgd expanded) MBR WWTP. Project Engineer responsibilities included coordinating and directing the efforts of the multi-discipline design team from preliminary design through the development of contract documents. Also acted as the mechanical design lead for the new headworks and influent pump station, process basins, MBR basins, UV disinfection, and Class A recycled water facilities. Operated as the Resident Engineer throughout the construction project and was responsible for Owner's Representation and construction and contract management.

Fernhill West Wetlands, Clean Water Services, Hillsboro, OR - *Project Manager* - Responsible for the multidiscipline design of a 2-acre vertical flow nitrifying treatment wetlands. The project will serve a buildout flow of 18 MGD and be the largest vertical flow wetland in the world. The design consists of flow distribution system, treatment, and collection systems, along with collection and recycle pump stations, and all the electrical and instrumentation controls to allow full automation of the system. The vertical flow wetland will allow full nitrification of secondary effluent from the treatment plant allowing the District to purposefully prohibit nitrification within the treatment plant increasing the plant's biological phosphorus removal treatment efficiency and reducing energy consumption of the secondary treatment blowers.

Durham Tertiary Treatment System Upgrades, Clean Water Services, Durham, OR - *Project Manager* - This project includes an evaluation of the tertiary treatment system at the Clean Water Service's Durham Advanced Wastewater Treatment Facility. The tertiary treatment system consists of tertiary clarifiers, chlorine contact basins, and effluent filters. Tertiary clarification consists of three chemical clarifiers, which have significant mechanical reliability and performance issues. Over time, operating performance of the tertiary system has declined and in 2014 was approaching discharge limits allowed in the NPDES permit. This project will provide evaluation of the alternatives to improve the reliability and performance of the existing tertiary treatment system.

Class C Water Pump Station Upgrades Study, Monterey Regional Water Pollution Control Agency (MRWPCA), Marina, CA - *Project Engineer* - Evaluation of the onsite Class C water system pump station and distribution system including the cooling water supply to the Agency's three cogeneration engines. Responsibilities included evaluation of the existing pumping and distribution system, development of potential corrective alternatives and their respective capital and lifecycle costs, and development of a recommended plan to improve system reliability. The project included a decision matrix used to identify and weigh both economic and non-economic factors.

Forest Grove WWTF UV Disinfection and Effluent Pump Station, Clean Water Services, Forest Grove, OR - *Project Engineer* - Kennedy/Jenks is provided conceptual design services for a new ultraviolet disinfection and effluent pump station (UV/EPS Facility) to be constructed at the Forest Grove Wastewater Treatment Plant (WWTP). The UV/EPS Facility will provide disinfection and effluent pumping for current Forest Grove WWTP flows as well as future expandability to 41 million gallons per day (MGD).

Wastewater Treatment Plant Phase 1A, 1B, 2 Facility Plan, Pre-Design, and Design, City of Pendleton, Public Works Department, Pendleton, OR - *Project Engineer* - Responsible for facility plan, preliminary, and final design work, of Phase 1 improvements as recommended within the Facility Plan. Project responsibilities include civil and mechanical design, coordination of project disciplines, ongoing coordination and interaction with City and Plant staff, and working to the schedule and budget. Upgrades include a new headworks, new in-plant pump station, new secondary process basin, modifications to the recycle pump station and chlorine contact chamber, a new outfall, a new dewatering facility, new digester mixing system, FOG and food waste receiving stations, installation of co-generation engines, and associated upgrades across the plant to aged equipment. Improvements at the chlorine contact chamber included installation of new chlorine residual and ORP analyzers, new gaseous chlorine safety equipment, and a new dechlorination metering pump and control system.

Heather M. Stephens, P.E.

Principal-in-Charge

Education

BS, Civil Engineering, Harvey Mudd College, 1993
ME, Civil Engineering, University of Washington,
1995

Registrations

Professional Civil Engineer, Washington (44916)
Professional Civil Engineer, Oregon (58599)

Memberships/Affiliations

Pacific Northwest Clean Water Association (Board
Member 2007 - 2011)
Water Environment Federation

Years of Experience

11 years with the firm
11 years with other firms

Professional Summary

Heather Stephens is Kennedy/Jenks' Oregon Client Director and serves as a Senior Project Manager in the Portland office. Her 20-year career has focused on the planning, predesign, and design of wastewater conveyance and treatment systems serving public utilities in the Pacific Northwest. She has completed dozens of projects involving wastewater facilities planning, predesign, and design, wastewater treatment process engineering, wastewater system master planning and predesign, pipeline design, and asset management. In addition to her technical skills, Heather is highly regarded for her ability to work with project teams, communicate challenging issues effectively, and successfully integrate efforts on large, complex projects.

Project Experience

Columbia Boulevard Sodium Hypochlorite Conversion, City of Portland, OR - *Project Manager* - Led the alternatives evaluation, predesign, and final design of improvements required to convert from gaseous chlorine to sodium hypochlorite disinfection at the City of Portland's Columbia Boulevard Wastewater Treatment Plant. The initial planning study compared ongoing use of gaseous chlorine with conversion to liquid hypochlorite through commercial delivery or onsite generation. Final improvements included new central sodium hypochlorite storage and construction of redundant distribution loops to provide reliable hypochlorite delivery to multiple locations for disinfection and process control.

Dewatering Facility Upgrade, City of Tacoma, Department of Public Works, Tacoma, WA - *Project Manager* - Managed a large, complex team for the design of improvements to upgrade solids dewatering at the City of Tacoma's Central Treatment Plant from belt filter presses to screw presses. The project included replacement of four existing belt filter presses located on the second story of an existing building with three new presses, and improvements to sludge pumping, dewatered sludge conveyance, and other ancillary systems. Heather and the team developed a construction sequence that allowed two existing belt filter presses to operate while two new screw presses were installed, switching over to the new screw presses during replacement of the third belt filter press. This approach requires just one short shutdown, and allows the City to avoid the expense of temporary dewatering.

Rock Creek Headworks Improvements, Rock Creek Advanced Wastewater Treatment Facility, Clean Water Services, Hillsboro, OR - *Project Manager* - Led the evaluation and design of improvements to address maintenance issues in the grit removal system at Clean Water Services' Rock Creek Facility. The plant uses two vortex grit removal units to de-grit primary sludge, sending de-gritted sludge to a wetwell from which it is pumped to the solids handling process. Lack of ventilation in the de-gritted sludge wetwell led to extensive degradation of the concrete, and excessive grit associated with an emergency collection system repair damaged the vortex grit removal units. The project included rehabilitating the de-gritted sludge wetwell, making recommendations for replacement of the vortex grit removal units, and related piping improvements to improve operability and maintenance access in the grit removal system.

Onsite Hypochlorite Generation Feasibility Study, Clean Water Services, Tigard, OR - *Project Manager* - Led an investigation to determine the feasibility and cost of converting an existing hypochlorite disinfection system to onsite hypochlorite generation. Project examined life-cycle costs associated with continued purchase and storage of commercial-strength hypochlorite, onsite generation of low strength hypochlorite, and onsite generation of high strength hypochlorite.

Sand Island Sidestream MBR Feasibility Project, City and County of Honolulu, HI - *Engineer* - The City and County of Honolulu selected Kennedy/Jenks to evaluate the feasibility of treating solids handling return streams (sidestreams) prior to their return to the headworks at the Sand Island Wastewater Treatment Plant. Due to the high sidestream ammonia concentration, the project included evaluating process enhancements to reduce ammonia concentrations upstream of the MBR. Heather lead the effort to evaluate process enhancements, which included biological (deammonification) and physical/chemical (stripping) processes.

Durham Tertiary Treatment System Upgrades, Clean Water Services, Durham, OR - *QC Reviewer* - This project includes an evaluation of the tertiary treatment system at the Clean Water Service's Durham Advanced Wastewater Treatment Facility. The tertiary treatment system consists of tertiary clarifiers, chlorine contact basins, and effluent filters. Tertiary clarification consists of three chemical clarifiers, which have significant mechanical reliability and performance issues. Over time, operating performance of the tertiary system has declined and in 2014 was approaching discharge limits allowed in the NPDES permit. This project will provide evaluation of the alternatives to improve the reliability and performance of the existing tertiary treatment system. Heather provided input at project startup and reviewed the design of the proposed interim improvements.

Perimeter Utility Corridor, City of Salem, Salem, OR - *Project Manager* - The Perimeter Utility Corridor project upgraded the existing electrical distribution system at the Willow Lake Water Pollution Control Facility, providing reliable power supply and control system connections for the existing facilities and facilitate construction and start-up of new facilities. New potable water, fire water, and reuse water lines were also included in the design and construction of the perimeter corridor. Project included working closely with the City's contractor while executing the project under the CM/GC approach.

Wastewater Treatment Plant Upgrade and Expansion, City of La Center, La Center, WA - *Project Director* - Led this effort to prepare a Facility Plan. The City's existing 0.5-MGD SBR facility was at capacity, and faced challenges associated with the extremely constrained site in a highly visible location. Recommended improvements included converting the SBR to a Membrane Bioreactor (MBR), adding a new headworks and increasing disinfection capacity and adding a new sludge dryer to expand the solids processing capacity.

Milton D. Larsen, P.E.

Technical Advisor QA/QC

Education

BS, Civil Engineering, Kansas State University, 1973
MS, Civil Engineering, Kansas State University,
1975

Registrations

Professional Engineer, Oregon (60823)
Professional Engineer, Washington (18985)
Professional Sanitary Engineer, Washington (18985)

Memberships/Affiliations

American Water Works Association
National Association of Corrosion Engineers
Water Environment Federation

Years of Experience

37 years with the firm
5 years with other firms

Professional Summary

Milton (Milt) Larsen has served as a project manager, project engineer and technical advisor on numerous water quality evaluation studies, water distribution and treatment, and wastewater collection and treatment projects. He has over 30 years of experience in the planning, design, and construction of disinfection and chemical feed facilities for treatment plants ranging from 100 gpm to over 100 MGD.

Project Experience

Durham Hypochlorite & Caustic Systems, Clean Water Services, Tigard, OR - *Technical Advisor/QA/QC Reviewer* - Kennedy/Jenks designed modifications to the Durham 12.5% sodium hypochlorite and caustic soda systems and a new sulfuric acid system. The project includes hypochlorite and caustic day tanks and feed systems serving the biosolids odor system and hypochlorite day tank and feed system serving the chlorine contact basins and water reuse. Sulfuric acid is used in the struvite recovery facility.

Pump Station 2 and High Tank Booster Station Upgrades, Alderwood Water/Wastewater District, Lynnwood, WA - *Project Engineer* - Milt evaluated options and prepared predesign reports to upgrade and replace the aging on-site hypochlorite generation systems at Chlorine Building No. 1 and 2.

Mint Farm Regional Water Treatment Plant Design and Groundwater Source Development, City of Longview, Longview, WA - *Technical Advisor/Process Engineer* - Milt provided technical direction for evaluation of iron, manganese, arsenic, ammonia and hydrogen sulfide removal from the 17.4 MGD groundwater supply using 12.5% sodium hypochlorite for oxidation/disinfection. Milt designed the post filtration 12.5% hypochlorite disinfection system and conducted the disinfection tracer study.

Water Treatment Plant Design, City of Gearhart, Gearhart, OR - *Process Engineer* - Designed a 600 gpm coagulation assisted membrane facility for arsenic removal using sodium hypochlorite for oxidation of As(III) and disinfection, ferric chloride addition, submerged membrane microfiltration. Project included a below grade clearwell and booster pump station.

Groundwater Pump Station Improvements and Chemical Systems Design, City of Portland, Portland, OR - *Project Manager* - Planning, design, and construction services of the chemical feed facility (sodium hypochlorite, aqua ammonia, sodium hydroxide, and carbon dioxide) for the 120-MGD Groundwater Treatment Improvements Project. Project included seismic improvements to a 2

Kennedy/Jenks Consultants

MG steel reservoir, 115 kV electrical substation relocation and upgrade, 2,600 HP pump/generator electrical improvements.

Bluffs Well Replacement Design and Construction Management, Clallam County Public Utilities District No. 1, Clallam County, WA - *Technical Advisor* - The project included two wells, 12.5% hypochlorite feed system, water storage tanks, booster pumps and surge tanks. The Old Olympic well also included iron and manganese removal.

Design and Construction Services, Regional Water Reclamation Facility, City of Medford, Public Works Department, Central Point, OR - *Technical Advisor* - Design of a 12.5% sodium hypochlorite feed system to replace ton chlorine cylinders at the 100 MGD PWWF Regional Water Reclamation Facility. Facility was sized for a peak demand of 2,500 lb./day available chlorine and included two 10,000-gallon FRP storage tanks and peristaltic pumps and a temporary hypochlorite feed system for the conversion.

Blending Station No. 3 Improvements, City of Oxnard, Oxnard, CA - *Process Engineer* - Design of 12.5% sodium hypochlorite and aqua ammonia disinfection and 36 MGD facility to blend low TDS imported surface water supply with high TDS groundwater.

Well No. 8 Design and Construction of Groundwater Treatment Facilities, City of Hughson, Hughson, CA - *Technical Advisor* - Design of a 1,200 gpm well pumping and treatment facility including 12.5% sodium hypochlorite and ferric chloride addition, followed by filtration for arsenic removal.

Saticoy Water Conditioning Facility Expansion, City of San Buenaventura, Ventura, CA - *Technical Advisor* - Design of water treatment plant expansion from 2,000 gpm to 7,000 gpm utilizing chlorination followed by adsorption/catalytic oxidation.

Maplewood Water Treatment Plant and Golf Course Improvements, subconsultant to HDR Engineering, Inc., Renton, WA - *Process Engineer* - Directed pilot study to evaluate manganese, sulfide, ammonia, and organic nitrogen removal. Selected process used aeration, GAC, 12.5% sodium hypochlorite, pressure filtration and breakpoint chlorination. Principal process engineer for design.

Well 2 Water Treatment Facility, Sammamish Plateau Water and Sewer District, Sammamish, WA - *Project Manager* - Design of pumping and treatment facilities to remove iron and manganese from Wells 2.1 and 2.2 with on-site hypochlorite generation, pressure filters and corrosion control.

Design of Aqueous Ammonia Chemical Handling System, Lusted Hill Facility, City of Portland, Portland, OR - *Project Manager* - Design of improvements to Portland's Lusted Hill aqua ammonia feed system to chloramine the 212 MGD Bull Run Supply.

Drought Buffer Aquifer Storage Recovery Well Rehabilitation, Goleta Water District, Goleta, CA - *Project Engineer* - Designed treatment (iron and manganese removal) rehabilitation and upgrades for 3 wells and QC review of treatment upgrades for 3 additional wells using 12.5% sodium hypochlorite.

Water Reclamation Plant Chloramination Improvements, City of Burbank - Public Works, Burbank, CA - *Project Engineer* - Provided design and construction support services for a new chloramination facility for the highly nitrified filter effluent. This project involved treatment plant upgrades to meet stringent EPA and California Toxics Rule effluent limits. and improvements to increase plant capacity to 12.5 MGD.

Jeffrey M. Foray, P.E.

Project Engineer

Education

BS, Mechanical Engineering, University of Washington, 1992

BA, General Studies, University of Washington, 1987

Registrations

Professional Mechanical Engineer, Washington (34536)

Professional Mechanical Engineer, California (30212)

Professional Mechanical Engineer, Oregon (61559)

Professional Mechanical Engineer, Guam (1619)

Professional Mechanical Engineer, Hawaii (PE-16228)

Memberships/Affiliations

American Water Works Association

International Council of Building Officials

National Fire Protection Association

Years of Experience

27 years with the firm

Professional Summary

Jeff Foray has experience in the construction and design of water, wastewater, and industrial facilities. His areas of expertise include pumping system design, building mechanical systems, power generation, chemical feed systems, cost estimating, and code compliance. He also has extensive experience in construction management, inspection, and field engineering.

Project Experience

Chemical Storage and Feed Systems Design for Treatment and Pumping Facility, City of Portland, OR - *Project Engineer* - Jeff coordinated the preliminary engineering alternatives analysis, final design, and construction support for a new 5,600-sq-ft chemical feed facility. Design included sodium hypochlorite, sodium hydroxide, ammonia, and carbon dioxide feed systems, a new chemical building, renovation of the existing control building to include a laboratory, and relocation of an electrical substation. The City's prior experiences with chemical systems included poor performance of PVC piping systems, sodium hypochlorite and ammonia off-gas that created corrosion problems, and unreliable diaphragm metering pumps. The City also had standardized on a SCADA/control system platform that was not widely utilized in the water/wastewater industry. Tours of other chemical feed facilities helped the City decide to use peristaltic metering pumps rather than diaphragm metering pumps, magnetically coupled transfer pumps, and to install stainless steel piping on their ammonia and caustic feed systems. Workshops with the City's I&C staff, Jeff and the team developed process control descriptions and an integration plan that enabled City staff to self-perform a majority of the work without impacting the contractor's construction schedule. The new chemical storage building was required to store over 30,000 gallons of sodium hypochlorite, 13,000 gallons of ammonia, and 6,500 gallons of sodium hydroxide. Installing the tanks on concrete pedestals inside below-grade containment sumps provided containment of the chemicals, and grated platforms around the tanks allowed pumps and key equipment to be easily accessible by the operators.

Mint Farm Regional Water Treatment Plant Design and Groundwater Source Development, City of Longview, Longview, WA - *Mechanical Engineer* - Provided mechanical QA/QC review for the project. Project included HVAC, plumbing, and fire protection systems serving a new 5,000 sf administration and chemical treatment building, 8,000-gallon hypochlorite storage and feed system, 1.5 MW standby power system, and four separate well buildings serving 4,000 gpm vertical turbine well pumps.

Pump Station 2 and High Tank Booster Station Upgrades, Alderwood Water/Wastewater District, Lynnwood, WA - *Project Manager/Mechanical Engineer* - Alderwood Water and Wastewater District (AWWD) hired Kennedy/Jenks to evaluate the condition and design improvements to two of its most important pump stations. Pump Station 2 is a 30 MGD pump station that supplies water to much of Snohomish County. High Tank Booster Stations supplies 6 MGD to a large portion of AWWD's service area. Jeff was responsible for management of the project through preliminary design, final design, and construction. Improvements included new medium voltage electrical equipment at PS 2 and new vertical turbine pumps, electrical equipment, and a new sodium hypochlorite storage and feed system at High Tank Booster Station.

Design and Construction Services, Regional Water Reclamation Facility, City of Medford, Public Works Department, Central Point, OR - *Project Engineer* - Jeff led the design of a new sodium hypochlorite system to replace a chlorine gas system at the City's 100 mgd treatment facility. To maintain operation throughout construction the hypochlorite tanks and pump were installed in containment area adjacent to the Chlorine Building. The floor in the Chlorine Building was lowered approximately 3 feet to create a new containment area. The finished system included new fiberglass storage tanks, peristaltic metering pumps, piping, controls, and building modifications.

Biological Nutrient Removal and Other Wastewater Treatment Plant Improvements, City of Burbank - Public Works, Burbank, CA - *Mechanical Engineer* - Mechanical engineering and QA/QC services for improvements to the City's 9 mgd wastewater reclamation plant in Burbank, CA. The projects main objective was to add biological nutrient removal to the plant process. Improvements include structural and process modifications to the aeration basins, additional RAS pumping capability, new chemical feed and storage facility with hypochlorite and sodium bisulfite feed systems, and electrical and control system improvements.

Water Treatment and Storage Project, City of Woodburn, Woodburn, OR - *Mechanical Engineer* - Designed an administration/control building addition, wells, three water treatment facilities, and three water storage reservoirs. Project included fire protection systems serving water treatment facilities with chemical treatment systems, HVAC and plumbing systems for a 2000 sf building addition, laboratory facilities, and three 2,000-gpm variable speed water pumping systems.

Well 5B Expansion, City of Auburn, Auburn, WA - *Project Engineer* - Design of a new well and treatment facility for the City of Auburn, WA. The facility includes a new well and well building, iron and manganese treatment equipment, backwash reclamation equipment, hypochlorite feed equipment, and a standby generator. The well supplies a portion of the City's distribution system that does not include storage reservoirs, so a variable speed booster system was included to maintain pressure in the system.

Saticoy Water Conditioning Facility Expansion, City of San Buenaventura, Ventura, CA - *Project Engineer* - Expansion of an iron and manganese water treatment plant from 2,500 gpm to 6,000 gpm. Project included adding new treatment vessels, backwash facilities, a new well, renovation of an existing control building, and conversion from hypochlorite to gas disinfection.

Pierce County Chambers Creek Regional WWTP Expansion Project, sub to Brown & Caldwell, University Place, WA - *Senior Engineer* - Jeff provided senior mechanical engineering support and QC review for this major WWTP expansion project. Kennedy/Jenks was the Building Mechanical Discipline Lead, and was responsible for oversight and coordination of building mechanical design (HVAC, plumbing, fire protection) and odor control systems throughout the project. Facilities include a new laboratory, digester control building, process control building, solids handling building, electrical building, administration building expansion, and renovation of existing spaces.

Jake D. Salter, P.E.

Structural Engineer

Education

BS, Civil Engineering & Mathematics, Vanderbilt University, 1999
MS, Civil Engineering, Vanderbilt University, 2001

Professional Civil Engineer, Washington (53076)

Memberships/Affiliations

SEAONC
SEAO

Registrations

Professional Civil Engineer, California (75464)
Professional Civil Engineer, Oregon (89742)

Years of Experience

11.5 years with the firm
5.3 years with other firms

Professional Summary

Jake Salter has been with Kennedy/Jenks Consultants just over ten years after spending five years as a structural analyst in the aerospace industry. He has extensive experience in structural analysis, finite-element modeling, and dynamic analysis with particular expertise in design and retrofit of water and wastewater structures in high seismic regions.

Project Experience

Durham Hypochlorite and Caustic System, Clean Water Services, Durham, OR - *Structural Designer* - Design of concrete equipment pads, containment areas, and supplemental steel framing to support the process tanking and associated equipment upgrades.

Solids Building Odor Control System Improvements, Clean Water Services, Hillsboro, OR - *Structural Designer* - Structural lead in the seismic retrofit and refurbishment of the Solids Building roof and upgrade of the building's Odor Control HVAC equipment suite.

Wastewater Treatment Plant Phase 1, Improvement Facility Plan, Pre-Design, and Design, City of Pendleton, Public Works Department, Pendleton, OR - *Structural Designer* - PHASE 1 PHASE A.A LIQUIDS - Designer of the new 1.0M-gallon concrete Aeration Basin, Headworks facility, and a retrofit of the existing Chlorine Contact Chamber.

PHASE 1 PHASE A.B SOLIDS - Served as structural team coordinator in a project that modified the existing Primary Digester and added a new Mixing Building, Cogeneration Facility, Dewatering Building, and Electrical Building.

Cascadia WWTP at Tehaleh, Confidential Client, Bonney Lake, WA - *Structural Designer* -

Structural lead in a project that constructed a new wastewater treatment plant for a private development in Washington State. The facility consists of a new Operations Building, Headworks, Maintenance Facility, Mechanical Building and MBR Basin. The Mechanical Building features a chemical room with recessed floor for chemical containment of Sodium Hypochlorite, Magnesium Hydroxide and other disinfection chemicals.

Bid and Construction Services, Sulfuric Acid Storage Improvements, Calleguas Municipal Water District, Thousand Oaks, CA - *Structural Designer* - Structural lead in a project that refurbished a chemical containment area and replaced tanks damaged by a sulfuric acid spill. The project involves removal, restoration, and coating of a damage concrete surface, replacement of two chemical tanks, their associated equipment pads, and replacement of damaged pipe supports.

Maintenance Building Seismic Rehabilitation, North Coast County Water District, Pacifica, CA - *Structural Designer* - Seismic retrofit of the maintenance building, a 1970's-era tilt-up concrete building with a wood roof.

Wastewater Treatment Plant Expansion and Upgrade, City of Arlington, Arlington, WA - *Structural Designer* - Designed the Aeration Basin and Aerobic Digester basins (combined capacity of 1.75-MG), by retrofitting and refurbishing an existing SBR basin.

Seismic and Mixing Upgrade Study North Valley Road Reservoirs, City of Newberg, Newberg, OR - *Structural Designer* - Seismic retrofit and refurbishment of two 1.5M-gallon, pre-stressed, concrete reservoirs.

Main Garrison WWTP Preliminary Design, California Air National Guard, Camp Roberts, CA - *Structural Designer* - Structural lead in a project that repaired and refurbished a Secondary Clarifier and Filter that were being re-commissioned after being out of service for 20 years.

Wastewater Treatment Plant Rehabilitation Design and Construction Management, Carmel Area Wastewater District, Carmel, CA - *Structural Designer* - Structural team lead in a project that added a new Digester, Waste Gas Burner, Control Building, and Hypochlorite Storage Facility to the existing plant. The site is underlain by liquefiable soils and within the floodplain of the adjacent river requiring structures to be supported on precast, prestressed concrete piles. All facilities were designed using 3D structural models constructed in Revit.

Wastewater Treatment Liquid Stream Improvements, City of Riddle, Riddle, OR - *Structural Designer* - Served as the structural lead in a project that retrofitted the existing Aeration Basin and Operations Building. The project also added two new Clarifiers, a Blower Building, a UV Channel, and a Headworks and Grit Collection facility to the existing plant.

North Bethany Trunk Sewer Extension, Cleanwater Services, Hillsboro, OR - *Structural Designer* - Structural lead in a project that extended a pedestrian bridge and sewer pipeline over the environmentally sensitive Abbey Creek wetlands habitat.

Portland Hub Stormwater Design, Confidential Client, Portland, OR - *Structural Designer* - Construction support in the installation of several precast, concrete stormwater treatment structures at the Portland terminal of a major freight carrier.

Fernhill Western Wetlands Bidding and Construction Management Services, Clean Water Services, Tigard, OR - *Structural Designer* - Structural lead in the construction management of a vertical flow wetland (VFW) treatment system and associated upgrades.

Wastewater Treatment Plant Improvements, City of Rainier, Rainier, OR - *Structural Designer* - Designer of the Disk Filter basin and UV Channel structures as part of the plant miscellaneous improvements project.

Tertiary Filtration Phase 1, Metropolitan Wastewater Management, Eugene/Springfield, OR - *Structural Designer* - Served as structural lead on a project that added Tertiary Filters, a Filter Pump Station, a Filter Backwash Pump station and other miscellaneous improvements to the existing plant.

Recycled Water Project, North Coast County Water District, Pacifica, CA - *Structural Designer* - Designed a new 0.5M-gallon welded steel recycled water tank and foundation at a site located approximately one mile from the surface trace of the San Andreas fault.

Janet L. Hoffman, P.E.

Project Cost Estimator

Education

BS, Mechanical Engineering, University of Southern California, 1994

Registrations

Professional Mechanical Engineer, Washington (36133)

Certifications

AACE International / Certified Estimating Professional (CEP), AACE International

Memberships/Affiliations

AACE International

Years of Experience

15 years with the firm
6 years with other firms

Professional Summary

Janet Hoffman is a mechanical engineer who leads Kennedy/Jenks' estimating efforts and has experience in design and construction of public, industrial, and institutional facilities. She also has extensive experience in the construction industry, leading the mechanical work on a variety of building, process, and industrial projects. Her construction experience includes preparing bids, scheduling, budgeting and cost forecasting, piping layouts, coordinating subcontractors, preparing submittals and O&M manuals, negotiating change orders and disputes, and starting up and commissioning systems using both the traditional design-bid-build and alternative delivery contracting methods. Janet also has the unique perspective of having experience working both on the side of the construction contractor and as the engineer. She has a successful track record of accurate estimates.

Project Experience

Mint Farm Regional Water Treatment Plant Design and Groundwater Source Development, City of Longview, Longview, WA - *Cost Engineer/Estimator* - Prepared detailed construction cost estimates at preliminary, interim, and final design levels for a new wellfield and groundwater treatment plant.

Water Treatment Plant Design, City of Gearhart, Gearhart, OR - *Cost Engineer/Estimator* - Provided support for preparation of construction cost estimates for treatment plant construction.

Wastewater Treatment Plant Expansion and Upgrade, City of Arlington, Arlington, WA - *Cost Engineer/Estimator* - Prepared detailed construction cost estimates for a major treatment plant expansion which included headworks improvements, new MBR treatment technology, new process and storage buildings, and renovations to existing process buildings and tanks.

Snohomish Near-Term WWTP Improvements Design and Construction Management, City of Snohomish, Snohomish, WA - *Cost Engineer/Estimator* - Prepared detailed construction cost estimates at interim and final design for improvements to an existing wastewater treatment facility.

Chambers Creek Regional Wastewater Treatment Plant Pre-design - Subconsultant, Brown & Caldwell, University Place, WA - *Cost Engineer/Estimator* - Prepared detailed construction cost estimates for a \$200M wastewater treatment plant expansion. Cost estimates were prepared at the preliminary design stages for 20 separate new or renovated process facilities at the plant.

Chambers Creek Regional Wastewater Treatment Plant Expansion, Subconsultant to Brown & Caldwell, Brown & Caldwell, University Place, WA - *Cost Engineer/Estimator* - Prepared detailed

construction cost estimates for a \$200M wastewater treatment plant expansion at the interim design stages for 20 separate new or renovated process facilities at the plant. Met with GC/CM to discuss and verify costs on each of the 20 new facilities. Provided review of the GC/CM's pricing at final detailed design. Prepared cost estimates to support Business Case Evaluations for design alternatives throughout the design process.

Wastewater Treatment Plant Rehabilitation Design and Construction Management, Carmel Area Wastewater District, Carmel, CA - *Cost Engineer/Estimator* - Janet prepared construction cost estimates for this pre-design, energy management planning, and final design project to rehabilitate the client's WWTP. Kennedy/Jenks conducted an alternatives analysis for a thickener replacement, aeration blower energy improvements, and stormwater pumping improvements. We also reviewed energy use at the plant to determine what (if any) energy improvements should be implemented. We then prepared final design and cost estimates for improvements over 11 separate WWTP processes.

South Plant Reclaimed Water Facility Modifications, King County, Department of Natural Resources, Seattle, WA - *Cost Engineer/Estimator* - Working with WTD to convert the existing South Plant reclaimed water treatment facilities from a pilot facility to a permanent facility. Janet is responsible for construction sequence CPM scheduling and cost estimating. The permanent reclaimed water facility will be designed to meet the upcoming regulatory compliance changes in disinfection requirements, improve the working environment of the electrical and mechanical equipment to ensure the facility operates reliably into the future, secure independent serviceability of chemical supply, and improve O&M safety during effluent chlorine dosing and reclaimed water storage tank cleaning.

Pleasant Grove Wastewater Treatment Plant Expansion, City of Roseville, Roseville, CA - *Cost Engineer/Estimator* - Providing cost estimating services for a \$50M expansion that will add four primary clarifiers, two gravity belt thickeners, sludge thickening building, two anaerobic digesters, digester control building, and auxiliary systems, controls and process piping. The project will be delivered under a design-assist procurement and includes services for planning, design, contractor procurement, and engineering services during design.

Pre-design Documents, East County Advanced Water Purification Program, Padre Dam Municipal Water District, Santee, CA - *Cost Engineer/Estimator* - The project includes assisting Padre Dam Municipal Water District develop and implement its first-ever potable reuse program. The objective of the Program is to create a new source of local, reliable, and drought-proof water supply. Additionally, this Program will help the City of San Diego's Metropolitan Wastewater System by offloading wastewater flows to the Point Loma Wastewater Treatment Plant while reducing wastewater treatment and disposal costs for Padre Dam and other participating agencies. This project includes an alignment study and preliminary design of a 30-inch pipeline, approximately 10 miles in length, that conveys purified water from a new advanced water purification facility to Lake Jennings for surface water augmentation.

Pure Water Monterey - Advanced Water Treatment Facility and Pump Station Project, Monterey Regional WPC, Monterey, CA - *Cost Engineer/Estimator* - Prepared detailed construction cost estimates at the preliminary, interim, and final design stages for Advanced Water Purification Facility, injection wells, and conveyance pipelines.

Ryan P. Ray, P.E.

Sr. Associate Mechanical Engineer

Education

BS, Mechanical Engineering, University of Washington, 2001

Registrations

Professional Engineer, Colorado (0049176)
Professional Mechanical Engineer, Washington (42409)

Professional Mechanical Engineer, Oregon (81343)
Professional Mechanical Engineer, Massachusetts (356169)

Memberships/Affiliations

American Water Works Association

Years of Experience

16.5 years with the firm

Professional Summary

Ryan Ray is a senior mechanical engineer with experience in the design and construction of water, wastewater and industrial projects. Ryan currently serves as Kennedy/Jenks' mechanical discipline lead, and has served as the lead mechanical engineer, project engineer, or project manager on numerous water, wastewater and industrial projects. His primary areas of expertise include evaluation and design of HVAC, plumbing and fire protection systems, water pumping and distribution systems, plant utility systems, blowers and aeration systems, compressed air systems, standby power and energy systems, piping and support systems, in addition to energy planning and economic evaluations, cost estimating, code compliance, and condition assessments.

Project Experience

Mint Farm Regional Water Treatment Plant Design and Groundwater Source Development, City of Longview, Longview, WA - *Mechanical Engineer* - Responsible for the design and construction of a new 17.4 mgd regional groundwater pumping and treatment facility and over 6,000 lineal feet of 30-inch transmission main. Responsibilities included design and construction support of the iron and manganese filtration and related systems, hydropneumatic surge system, and 1.5 MW standby power system, in addition to serving as the building mechanical design lead for the design, permitting support, and construction of the HVAC, plumbing, and fire protection systems.

Pump Station 1 Upgrade, Alderwood Water/Wastewater District, Lynnwood, WA - *Project Engineer* - Provided the rehabilitation of the District's 30 mgd water booster station. The project involved a detailed preliminary design to evaluate design options including low versus medium voltage equipment, variable or fixed speed operation, standby power alternatives, and structural upgrades. Final design included retrofitting the existing pump station with new pumps, electrical equipment, HVAC equipment, roof structure, and other improvements.

Wastewater Treatment Plant Design and Construction, City of Dundee, Dundee, OR - *Mechanical Engineer* - As part of a major expansion of the City of Dundee's WWTP responsible for design and construction support services for the HVAC, plumbing, and fire protection systems for an operations building, an MBR support building, and the headworks electrical building, in addition to the new standby power system.

Water Treatment Plant, Reservoir, and Transmission Main Design, City of Gearhart, Gearhart, OR - *Mechanical Engineer* - Mechanical Engineer - Design and construction of a 600 gpm coagulation assisted membrane facility using sodium hypochlorite, ferric chloride addition, submerged membrane microfiltration followed by pH adjustment for corrosion control and fluoridation. Project included a

below-grade clearwell, booster pump station, and reservoir. Responsibilities included design and construction support for the booster pumps, hydropeumatic surge system, standby power and fuel systems, and building mechanical systems.

Well 5B Expansion, City of Auburn, Auburn, WA - *Mechanical Engineer* - Design of a new well and treatment facility. The facility includes a new well and well building, iron and manganese treatment equipment, booster pump equipment, backwash reclamation equipment, onsite hypochlorite generation system and feed equipment, and a standby generator. Responsibilities included design of well, booster pump station, iron and manganese treatment system, onsite hypochlorite generation system, fuel and exhaust systems for standby power system, and well building mechanical systems, specification development, cost estimating, energy code compliance evaluation, bid assistance and construction support.

Wastewater Treatment Plant Planning, Design, and Construction, City of Coburg, Coburg, OR - *Mechanical Engineer* - Design of the Coburg Water Reclamation Facility. Responsibilities include the design and improvements of the HVAC, plumbing and fire protection systems for an operations building and headworks building, and 350 kW standby power system.

Wastewater Treatment Liquid Stream Improvements, City of Riddle, Riddle, OR - *Mechanical Engineer* - Design of an upgrade and expansion to the Riddle WWTP. Responsibilities include the design of the HVAC and plumbing systems for an operations building and blower/electrical building, and 350 kW standby power system.

Indian Springs Wastewater Facility Improvements, Clark County, Water Reclamation District, Las Vegas, NV - *Mechanical Engineer* - Assisted in the design of a new mechanical wastewater treatment plant to replace the existing lagoons. The project includes a new lift station, force main, headworks, secondary treatment, facultative sludge lagoons and percolation ponds. Responsibilities included the design of the HVAC and standby power system.

Guiberson Corrosion Control Facilities Planning and Design, City of Kent, Public Works Department, Kent, WA - *Mechanical Engineer* - Design of a 10 mgd sodium hydroxide feed facility downstream of Guiberson Reservoir. Responsibilities included design and construction support standby power and building mechanical systems.

Energy Independence Project, Oregon Association of Clean Water Agencies and Energy Trust of Oregon, Oregon ACWA, Various Locations, OR - *Project Engineer* - Performed energy audits at the City of Gresham Wastewater Treatment Plant and the City of Corvallis Wastewater Reclamation Plant to identify potential energy improvement measures that could be implemented to help the facilities achieve energy independence. Project received 2008 Project of the Year Award honors from the Oregon America Council of Engineering Companies.

Wastewater Treatment Plant Facility Planning, Permitting, and Design, City of Hermiston, Hermiston, OR - *Mechanical Engineer* - Design of an upgrade and expansion to the Hermiston Recycled Water Plant. Responsibilities include the design of the plant water system, HVAC and plumbing systems for multiple structures, and 1.5 MW standby power system.

Hazardous Materials Relocation from Building 5-50 to 4-78, Boeing, Renton, WA - *Mechanical Engineer* - Design and construction of improvements to the 4-78 Building for storage of hazardous materials, primarily materials associated with painting an airplane. Responsibilities included design of the HVAC, plumbing, and wet and dry pipe fire sprinkler system improvements. Additional responsibilities included construction support and submittal review.

Dana C. Devin-Clarke, P.E.

Civil Engineer

Education

BS, Biology/Environmental Science, Oregon State University, 2004

ME, Civil Engineering, University of Washington, 2009

MS, Forest Resources, University of Washington, 2008

Registrations

Professional Engineer, Washington (51550)

Years of Experience

3 years with the firm

Professional Summary

Dana Devin-Clarke a graduate of the University of Washington where she received a double masters in science and engineering. In particular, she performed research for King County to prove the safety and benefits of reclaimed water and biosolids for growing turf grass and edible food crops. As part of this research, Dana interned at the King County Environmental Laboratory and analyzed biosolids, reclaimed water and environmental samples for nutrients, microconstituents such as endocrine disruptors and anti-microbial compounds, heavy metals and pathogens to assess the fate, mobility and persistence of these introduced compounds. The results of these studies were provided to King County recommending the safety of recycling wastewater residuals and the potential benefits to customers of this practice. Furthermore, she created literature reviews of the fate of endocrine disruptors in wastewater treatment systems, and specifically highlighted the removal rates of different tertiary treatments. She also used the BIOWIN modeling program to compare the nitrification removal rates of different treatment chains. Currently she has four years of experience as a project engineer. In this role she has gained a wide variety of experience developing biosolids management plans, conducting greenhouse gas analyses of wastewater treatment plants, modeling solids treatment processes, designing conveyance system rehabilitation upgrades, performing odor control sampling, and preliminary design and cost estimating for solids process systems, odor treatment systems, wet well rehabilitation, sodium hypochlorite disinfection system and a stormwater conveyance system.

Project Experience

Durham Hypochlorite and Caustic System, Clean Water Services, Durham, OR - *Project Engineer* - Provided a preliminary evaluation of the Durham Facility hypochlorite chemical system, including a review of historical hypochlorite consumption data, and development of a schematic diagram identifying existing system infrastructure, dosing locations, and demands. The existing system schematic and operating parameters were used to develop a conceptual level design to incorporate a local dosing/day tank methodology. The findings of the existing system deficiencies, the concepts evaluated, and the Recommended Plan including an estimate of construction cost were provided in a conceptual design Technical Memorandum

King County On-Call, King County, Department of Natural Resources - *Project Engineer* -

Conducted an evaluation of odor treatment technologies to pilot for removal of odor emissions from staged biosolids trucks. Tasks included an investigation of odor sources, review of odor control technologies and designing and pilot testing two odor scrubbing units.

Tehaleh WWTP Final Design and Bidding Services, NASH Cascadia Verde, LLC, Tacoma, WA - *Project Engineer* - Final design and bidding services team for a new WWTP to support a new residential community being developed east of Tacoma in Pierce County, Washington. Worked with the team and the developer and Pierce County (which will ultimately own and operate the facility) to design a new MBR treatment plant to serve the community. The MBR will discharge to rapid infiltration basins, and will also supply irrigation water to meet demands at the development. The project is being completed using a CM/GC delivery process, with a contractor selected after completion of approximately 50% design documents. The MBR system is sized to allow capacity to be increased easily by adding membrane units, deferring major facility expansion until occupancy in the development increases.

Tehaleh WWTP Final Design and Bidding Services, NASH Cascadia Verde, LLC, Tacoma, WA - *Project Engineer* - The project includes construction of a "greenfield" Membrane Bioreactor (MBR) wastewater treatment and recycling facility for a private developer, including: new headworks with 2MM rotary drum fine screens with integrated screenings washing and compaction; headworks biofilter odor control system; concrete basin to accommodate a future grit removal system; parshall flume split for influent flow measurement; two MBR process trains with aeration basin and two membrane basins per treatment train; MBR permeate pumps and appurtenances; chemical storage and feed systems; UV Disinfection; Effluent Pump Station; Utility Water Pump Station for onsite use; 1 MW standby generator with belly fuel storage tank; security systems and fencing; civil site improvements, including extension of utility services from the site entrance; and, all associated electrical and instrumentation to operate the facilities. The Facilities will include the following structures: 2-story headworks with work area on the lower level and headworks screens on the upper level; new Mechanical Building with Mechanical Room, Chemical Room and Electrical Room; and, a new Lab and Operations Building. When complete, ownership of the facility will be turned over to the Pierce County Department of Public Works and Utilities.

Cascadia Wastewater Treatment Plant at Tehaleh - Preconstruction Services, NASH Cascadia Verde, LLC, Pierce County, WA - *Project Engineer* - Kennedy/Jenks is providing 60%, 90% and final design for a "greenfield" Membrane Bioreactor (MBR) wastewater treatment facility for a private developer, including: new headworks with 2MM rotary drum fine screens with integral screenings washing and compaction; headworks biofilter odor control system; concrete basin to accommodate a future grit removal system; parshall flume split for influent flow measurement; two MBR process trains with aeration basin and two membrane basins per treatment train; MBR permeate pumps and appurtenances; chemical storage and feed systems; UV Disinfection; Effluent Pump Station; Utility Water Pump Station for onsite use; 1 MW standby generator with belly fuel storage tank; security systems and fencing; civil site improvements, including extension of utility services from the site entrance; and all associated electrical and instrumentation to operate the facilities. The Facilities will include the following structures: 2-story headworks with work area on the lower level and headworks screens on the upper level; new Mechanical Building with Mechanical Room, Chemical Room and Electrical Room; and, a new Lab and Operations Building. When complete, ownership of the facility will be turned over to the Pierce County Department of Public Works and Utilities. Coordination with Owner and County representatives is a critical element of the project during construction.

Andrew G. Briones, E.I.T.

Sr. Electrical Designer

Education

AS, Drafting Technology, Sacramento City College, 1977

Electrical Engineering, California State University, Sacramento, 1984

Intermediate Lighting, Illuminating Engineering Society, 1995

Lighting Education Project, California State Polytechnic University, 1994

Electrical Design Fundamentals, Sacramento City College, 1979

Lighting Fundamentals, Cosumnes River College, 1978

Registrations

Engineer-In-Training, California (XE069585)

Memberships/Affiliations

California Water Environment Association, Current Co-Chair of the Maintenance Training Committee, Past Chair of the Electrical Instrumentation Committee

Years of Experience

2 years with the firm

38 years with other firms

Professional Summary

Andrew (Andy) Briones is a Senior Electrical and Instrumentation Designer with 38 years of engineering design experience in electrical power distribution and control systems. His experience in design and analysis of water and wastewater facilities includes nearly 200 projects. Andy has experience in the design, programming, and startup of power, control, and instrumentation systems for major industrial clients, but for the last 30 years has focused on water and wastewater systems. His experience in design and analysis of water and wastewater facilities includes more than 150 projects. Andrew has headed teams of electrical engineers with a focus on water and wastewater projects for a wide variety of clients. His responsibilities have included serving as the primary liaison between clients and engineering, and managing the electrical engineering staff working on multiple challenging projects. He currently serves as the Maintenance Training Chair for the CWEA Sacramento Area Section and is a recipient of the CWEA "5S" Golden Shovel Award for his service in water and wastewater.

Project Experience

Wastewater Treatment Plant Upgrade and Expansion, Linda County Water District, Marysville, CA - *Design Engineer* - Provided oversight and technical input to resolve electrical and instrumentation-related issues during design and construction.

Water and Wastewater Infrastructure Design for the Tesoro Viejo Community Development, Tesoro Viejo, Inc., Madera, CA - *Design Engineer* - Served as Electrical and Instrumentation Design Lead for this project. Provided oversight of the electrical and instrumentation designs being developed by the Kennedy/Jenks team. Worked directly with electrical contractor subconsultant and the system integrator to develop cost-saving measures when the construction budget for the project came in higher than originally anticipated to reduce the initial first costs while delivering facilities that could cost-effectively accommodate future expansion.

Primary Effluent Filtration as Intermediary Wastewater Treatment Step, California Energy Commission, Sacramento, CA - *Design Engineer* - Served as Electrical and Instrumentation Design Lead for this project. Responsible for working with the various packaged equipment suppliers to determine the best way to integrate the electrical, controls, and instrumentation in a manner that would simplify operation and data collection. Also performed data collection for the existing Linda WWTP as well as determining the control modifications that would be required for the Linda WWTP SCADA and PLC-based control system. This enabled the Raw Wastewater Filtration facility to operate as a separate entity that the CEC could monitor for the filtration study.

North Bay Regional Water Treatment Plant (NBRWTP) SCADA Master Plan and Design, City of Fairfield, Fairfield, CA - *Design Engineer* - Responsible for developing the SCADA and PLC-based control strategies associated with the new SCADA system and the new modern PLC replacement systems.

Water Treatment Plant Flocculation/Sedimentation Basin Improvements, Phase 2, San Juan Water District, Granite Bay, CA - *Design Engineer* - Served as Electrical and Instrumentation Design Lead for this project. Responsible for completing the design and working directly with San Juan Water District staff to make sure that their requirements and needs were met. Project involved improvements to an existing, operating plant. His first-hand knowledge of the original 1979 plant design enabled streamlining the improvements design effort and take advantage of efficiencies, such as reusing existing conduits and understanding some of the special electrical and instrumentation construction issues that might arise. As part of the design, added new energy-efficient lighting in the expansion areas that was safer than the existing lighting to operate.

Pleasant Grove Wastewater Treatment Plant Expansion, City of Roseville, Roseville, CA - *Design Engineer* - Serving as Electrical and Instrumentation Design Lead for this project. Responsible for working directly with the City of Roseville electrical/instrumentation staff to make sure that our designs are in alignment with the City's new electrical and instrumentation design criteria. Developing the instrumentation design portion of the project and providing oversight of the electrical design portion of the project. This \$50M expansion project will add four primary clarifiers, two gravity belt thickeners, sludge thickening building, two anaerobic digesters, digester control building, and auxiliary systems, controls and process piping. The project will be delivered under a design-assist procurement and includes services for planning, design, contractor procurement, and engineering services during design.

Water Reclamation Facility Progressive Design-Build Project, Hi-Desert Water District, Yucca Valley, CA - *Design Engineer* - Providing coordination services as the Electrical/Instrumentation Coordinator responsible for interfacing with the system integrator and contractor. Overseeing SCADA master plan and PLC-based control system. Coordinating directly with the system integrator regarding equipment to be installed at the 1.9 mgd water reclamation facility.

San Jose-Santa Clara Regional Wastewater Facility Filter Rehabilitation, City of San Jose, Water Pollution Control, San Jose, CA - *Design Engineer* - Leading the electrical and instrumentation condition assessment for the Regional Wastewater Facility Rehabilitation. Responsible for the condition assessment of the existing electrical, instrumentation and control systems, including development of scope of services for the electrical testing company (subconsultant to Kennedy/Jenks).

Mark Preston, R.A.

Architect

Education

BA, Environmental Design, University of Washington, 1978

Registrations

Registered Architect, Washington (4455)
Registered Architect, California (C-22375)
Registered Architect, Texas (25218)

Registered Architect, Hawaii (AR 16913)
Registered Architect, Oregon (ARI-11692)
NCARB Registration (89200)

Years of Experience

3 years with the firm
27 years with other firms

Professional Summary

Mark Preston is a senior architect with demonstrated ability to lead diverse teams in the successful design and construction of a variety of private and public sector projects. Prior to joining Kennedy/Jenks Consultants, Mark established and managed a successful architectural practice for 27 years in the Seattle region. In his career, he has provided architectural services for more than 400,000 square-feet of facilities for public and private sector clients, ranging from city hall remodeling to educational facilities improvements. He offers a proven track record of hands-on experience in planning, program development, cost control, project management, and construction administration. Working with national corporations, institutions, governmental entities, and the private sector, Mark is exceptional in analyzing critical program requirements, identifying project parameters, and developing innovative and cost-effective solutions that meet client needs.

His architectural experience includes space planning, cost estimating, code analysis and compliance, conceptual/final design, facilities programming, building evaluation studies, facilities renovation and modernization, long-range planning, pre-engineered buildings, and construction administration. He is familiar with various design processes for both private and public sector projects, and has provided plan review assistance with local county building departments. He has authored reports on facilities/program analyses and long-range building evaluation studies, and regularly prepares clear, concise construction drawings and specifications. Projects completed by Mark benefit from his excellent track record in delivering projects with very few change orders. He also provides full construction administration support, including pre-construction meetings with general contractors, owners, and major subcontractors; site reviews and progress meetings; change order negotiations; documentation of work in progress; compilation of as-built drawings and punchlists; and final project closeout and administration of associated paperwork. Following construction, he provides start-up assistance, record drawings, warranty review, and post-construction evaluation.

Project Experience

Fernhill Western Wetlands Bidding and Construction Management Services, Clean Water Services, Tigard, OR - *Architect* - Kennedy Jenks has completed design services and is currently providing bid period services and services during construction for the Fernhill Western Wetlands Project Construction Package 1. CP1 involves construction of a vertical flow wetland (VFW) treatment system and associated upgrades.

Calleguas Wellfield Emergency Generators, Calleguas Municipal Water District, Thousand Oaks, CA - *Architect* - Project included the design of an emergency backup generator plant for two wellfield sites containing 18 wells. The emergency generator backup will make sure this source is available to customers during water supply shutdowns and emergencies. After the completion of a Preliminary Design Report in 2015, the team prepared final design documents for the new wellfield emergency generators facility. Design included site electrical improvements, site civil improvements, water pipeline improvements, and a CMU building to house the generators and electrical equipment. In addition, the team supported CMWD in coordinating with Southern California Edison related to the design and phasing/sequencing activities, CEQA permitting and compliance, noise mitigation, preparation of a Storm Water Pollution Prevention Plan, traffic control planning, and constructability review.

Tehaleh WWTP Final Design and Bidding Services, NASH Cascadia Verde, LLC, Tacoma, WA - *Architect* - Provided architectural design services for a new MBR wastewater facility for a planned residential community in Pierce County. Design includes new Administration building headworks, MBR treatment technology, disinfection system, effluent pumping, and recycled water distribution system. Confirmed design consistency with the facility plan and sewer plan for the development.

Water and Wastewater Infrastructure Design for the Tesoro Viejo Community Development, Tesoro Viejo, Inc., Madera, CA - *Architect* - Architectural design for the 0.8 mgd expandable to 2.0 mgd water reclamation facility and the 1.6 mgd expandable to 4.0 mgd microfiltration/UV water treatment plant. Provided architectural renderings and worked with the owner to select building architecture and themes consistent with the development architecture and budget allocations.

Design and Construction Support Services for Equipping of the Madison Well, Fair Oaks Water District, Fair Oaks, CA - - Project includes the equipping services for the 1,100 gallon per minute well. Scope also includes design and installation of the well pump and motor, standby generator (gas or diesel), building for housing the electrical and chemical feed equipment, and other associated improvements.

Well #16 Improvements, City of Vacaville, Vacaville, CA - *Architect* - Architectural design of the City's first Cr(VI) treatment facility. Responsible for design of new 2,400-square-foot Cr(VI) treatment building to match the existing well building. Currently underway, Kennedy/Jenks has prepared a Preliminary Design Report (PDR) and conceptual design that analyze the benefits and challenges of expanding the existing building compared to a standalone building to house the Cr(VI) treatment system.

Architectural Design Services, Hanford Nuclear Reservation, Bechtel National, Inc., Richland, WA - *Architect* - Senior Architect (contract) responsible for the design and cost estimating of over 100,000 s.f. of administrative and industrial facilities at the Hanford Nuclear Reservation associated with the Nuclear Waste Treatment Plant.

Pure Water Monterey – Groundwater replenishment Projects, GWR Injection Well Facilities, Monterey Regional Water Pollution Control Agency, Monterey, CA - *Architect* - Turning wastewater into safe water, this project is for the design of the Pure Water Monterey (PWM) Groundwater Replenishment Projects (GWR) which include three new distinct process structures. These metal buildings house Ozone, Membrane Filtration and Chemical processes. The Injection Well Facilities will include a series of wells to inject produced water into the Seaside Groundwater Basin.



Carl Serpa, PE

Project Manager/Lead Engineer

Carl Serpa, PE is a Professional Engineer with an education in chemical engineering over twenty five years of experience in process and control system engineering. Carl has deep knowledge and broad experience developing control system design standards, process control programming, integrating operator interfaces, control system networks, and historians; in addition to a strong understanding of project management related to industrial and municipal control projects.

EDUCATION

BS, Chemical Engineering, University of Washington

LICENSES/ REGISTRATIONS

Professional Engineer—
Control Systems
Engineering – Oregon PE#
98440PE

December 17, 2014

CERTIFICATIONS

Invensys Wonderware
Certified System
Integrator

InduSoft Certified
Developer

Carl will be the project manager and lead engineer responsible for all aspects of scope development, engineering design, specification development, and quality assurance/quality control. Carl has worked at multiple WES facilities for over 7 years and brings a deep understanding of WES systems and standards to this project.

Relevant Project Experience

WES, SCADA Development Plan 2014

Carl was the Project Manager and Lead Engineer to Waster Environmental Services for the development of a system wide SCADA Master Plan. This extensive and comprehensive plan addresses several pressing issues for WES. They include: system wide flow measurement and management; energy measurement and management; system wide operation and control coordination; telemetry; SCADA/telemetry modernization; design and equipment standards; and standard procedures. Once completed, this plan serves as a road map for all current and future controls related projects at WES.

WES, Tri-Cities Waste Pollution Control Facility

The Tri-City Water Pollution Control Plant expansion completed in 2010 included a Membrane Bioreactor package system in addition to new support systems and improvements to existing processes. The addition of the Membrane Bioreactor (MBR) expands the existing plant's wet and dry weather treatment capabilities. Carl was Portland Engineering's project site supervisor and lead engineer overseeing plant control system programming, configuration, startup and commissioning.

WES Kellogg Creek WRRF Improvement Project

Carl was lead control system design engineer working as part of a multidiscipline engineering team for an extensive upgrade for the Kellogg Creek water resource recovery facility.

WES Willamette and Clackamas Pump Station Upgrades

Carl worked as project manager, lead engineer and programmer for upgrading the PLC control systems at two of WES's larger pump stations. This included retiring an old PLC system and installation, programming and startup of new controls.

WES Telemetry System

Carl designed programmed and implemented a new PLC telemetry system encompassing approximately 20 remote pump stations.

COMPLETED PROPOSAL CERTIFICATION

Tri-City Hypochlorite Disinfection
RFP #2017-113

Kennedy/Jenks Consultants

» COMPLETED PROPOSAL
CERTIFICATION

PROPOSAL CERTIFICATION
Tri-City Hypochlorite Disinfection

Submitted by: Kennedy/Jenks Consultants, California
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

(j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____

Oregon Business Registry Number 015461-26

Contractor's Authorized Representative

Signature:  Date: 1/23/18
Name: Heather Stephens, P.E. Title: Oregon Client Director
Firm: Kennedy/Jenks Consultants
Address: 421 SW 6th Ave., Suite 1000
City/State/Zip: Portland, OR 97204 Phone: (503) 423-4000
e-mail: HeatherStephens@KennedyJenks.com Fax: (503) 295-4901

Contract Manager:

Name Heather Stephens, P.E. Title: Oregon Client Director
Phone number: (503) 423-4000
Email Address: HeatherStephens@KennedyJenks.com

Michael Humm, P.E.

Project Manager

421 SW 6th Avenue

Suite 1000

Portland, OR 97204

503-423-4000

Kennedy/Jenks Consultants

EXHIBIT C
Mutually Agreed Upon Scope of Work

Mutually Agreed Upon Scope of Work

I. General

Consultant shall complete a conceptual and Basis of Design Report for the Clackamas Water Environment Services' (District) conversion of the Tri-City Water Resources Recovery Facility (WRRF) gaseous chlorine system to a safer and more operationally friendly alternative disinfection method. Following the conceptual and Basis of Design Report phases, the Consultant shall complete a design phase followed by bid period and engineering services during construction.

II. Project Overview and Understandings

The WRRF is comprised of two liquid side treatment trains, a conventional activated sludge (CAS) treatment system and a membrane bioreactor (MBR) system. Both sides of the plant discharge into a single outfall pipe discharging to the Willamette River. Prior to discharge, the CAS side is disinfected using gaseous chlorine followed by dechlorination using sodium bisulfite. The MBR side relies on ultraviolet light for disinfection. The MBR side also includes provisions for chlorine disinfection for a future recycled water system, although this reuse system is currently not online.

The use of gaseous chlorine for disinfection in the wastewater industry is on a declining trend, favoring safer and less regulatory restrictive alternatives. This holds true for the District, as the existing system is aging, and operation and maintenance personnel are increasingly apprehensive of its reliability and safety. Additionally, the delivery of the 1-ton cylinders has becoming less reliable and consistent, and the District is approaching federal regulation deadlines which will require updates to the plant's emergency response program.

In recent past, the District has explored some of these other safer options, completing an evaluation of liquid hypochlorite, onsite generation, and peracetic acid systems. The WRRF also completed a pilot scale study using peracetic acid, but was unable to develop consistent and reliable results. However, the path was clear, other options are viable and carry less operational risk than the current gaseous chlorine system.

The focus of this project is the conversion of the gaseous chlorine system on the CAS side to a safer and more operationally friendly alternative disinfection method. The conversion will require a temporary operations plan and construction sequencing plans to ensure the conversion provides uninterrupted disinfection capabilities. The project scope has been developed to include a conceptual design phase followed by a preliminary design and design phase followed to bidding and construction services. The project will be delivered in a typical design, bid, build approach.

The project generally includes the following:

- Conversion of the existing gaseous chlorine system to a safer and more operationally friendly alternative disinfection method
- Installation of a temporary disinfection system
- Conversion of the existing chlorine building to house the new chlorination system, which for the purposes of this scope of work has been assumed to include bulk storage sodium hypochlorite tanks, new chemical metering pumps, and new chlorine mixing systems within the existing chlorine contact chamber.

III. Scope of Services

Consultant's Scope of Services shall include the following Phases and Tasks:

Phase 1: Project Management

Task 1.1 Project Management: Project setup including a Project Management Plan, Hazard Appraisal and Recognition Plan (HARP), and Quality Assurance / Quality Control Plan (QA/QC) following notice to proceed. These documents shall include: the project scope, task assignments, deliverables, project team roles and responsibilities, communication protocols, a detailed project schedule, task-level budget, safety requirements for this phase of the project, quality control review milestones, and invoicing procedures. This task also includes the oversight for the Consultant's project team, task leads, overall execution of the project with accurate accounting of the project budget and schedule, and a bi weekly project coordination call with district PM to discuss, develop, and maintain an information and decision log.

Task 1.2 QA/QC Plan and Implementation: Administer a QA/QC program for work activities included in the scope of services. The intent of the QA/QC program will be to check the project deliverables, development methods, calculations, drawings, and other documents for consistency with the project requirements and adherence to industry standards. A QA/QC Plan attached to the Project Management Plan will identify specific procedures, compliance methods, procedures for responding to comments on deliverables, and record keeping requirements. This will include maintaining a QC review comment log.

Task 1.3 Concepts and Criteria Review: A Concepts and Criteria Review (C&CR) meeting is an initial QA/QC milestone. Kennedy/Jenks will conduct a one-hour internal C&CR at approximately the 10 percent point in the design. Key project team members will present the background information to senior level engineers (identified in the Quality Plan) that are not involved with the day to day evaluation. These senior engineers will serve as a sounding board, validate concepts and provide course correction to the team. The C&CR agenda includes a review of:

- Project scope, budget and schedule,
- Project drivers and goals and client expectations
- Technical design concepts, assumptions and criteria
- Risk considerations and mitigation
- Potential challenges, constraints, and issues

Phase 2: Preliminary Design Phase

Task 2.1 Kickoff Meeting Conduct a project kickoff meeting with the District to review and discuss the planned improvements, review the project schedule, construction sequencing and key issues to be considered and addressed during final design. Kickoff meeting will include discussion of the electrical, instrumentation, and control panel design requirements. Prior to the meeting, Kennedy Jenks will develop a data request that will be reviewed during the meeting.

Kennedy Jenks will also conduct an internal project kickoff meeting to review the project and project work plan.

Task 2.2 Temporary Operations Plan. Evaluate and design a temporary NaOCl system to be operated during final design and construction of the permanent system. The temporary Operations plan will include schematic drawings and temporary system control narratives to be used by the District to procure and install the temporary facilities. This scope of work assumes the temporary Operations Plan will not need to be stamped final drawings nor is it assumed to be a bid construction package. This task assumes the District will lead the procurement, installation, and startup of the temporary operations equipment.

Task 2.3 Intermediate Review Workshop - Conduct a workshop with District staff to review the development of the design criteria, findings of the condition assessments and capacity analysis, the resulting recommendations for design criteria, and system sizing. The sizing criteria will be used to develop a preliminary site layout that will be provided to the District prior to the workshop. The workshop will also be used to review the equipment lead times and schedule impacts and discuss the need for a prepurchase route. Prior to the workshop, the sizing criteria and preliminary site layout and project schedule will be provided to the District along with a list of decisions needed at the workshop in order to move forward with the Basis of Design Report.

Task 2.4 Basis of Design Report Develop the draft BOD Report. The BODR will be accompanied by the 30% design drawings described in Task 2.5 and together will serve as the basis of design for the hypochlorite improvements and include the following elements:

- A review of the existing plant drawings and process data related to historical chlorine gas and sodium bisulfite usage.
- Review of the existing bisulfite system including dosing equipment, recommended carrier water usage, and control strategy.
- A condition assessment of the existing Chlorine Building, chlorine contact basin and de-chlorination system.
- A capacity evaluation of the MBR disinfection system (including UV and hypochlorite systems) and conventional side disinfection/de-chlorination facilities.
- Evaluation and recommendation for providing hypochlorite system to meet current needs including operation integration with existing MBR UV and de-chlorination facilities
- Evaluation and recommendation for system expansion.
- Development of a process flow diagram of the proposed NaOCl system.
- Size the NaOCl system to meet current and design (2040) conditions with available information, including provisions for redundancy.

- Identify and develop a plan to address code and/or structural issues with existing facilities to be modified in this project
- Prepare equipment layouts and sections and provide options to district staff for layouts.
- Develop a construction sequencing plan for disinfecting plant effluent during construction.

Task 2.5 30% Design Submittal The 30% design submittal will include the Draft Basis of Design Report, preliminary general, civil, architectural, mechanical, electrical single line drawings, and process and instrumentation drawings. The submittal will also include process control narratives which will be integrated with existing systems, the 30% Engineer's Opinion of Probable Construction Cost (Engineer's Estimate) and updated Project Schedule.

Task 2.6 BODR and 30% Design Review Workshop. Conduct a workshop with District staff to review the BODR, 30% Design Submittal, Engineers Estimate, and Schedule. Following the review meeting, the BODR will be Finalized and submitted back to the District.

Task 2.7 Prepurchase Documents – Optional Task. Phase 2 and 3 will include identification of long lead equipment items and updated project schedules. Identified timing and construction completion will be used to allow the District to determine if prepurchasing of equipment will be needed to meet the required installation schedule. This task will include development of equipment technical specifications which will be included in an equipment procurement package. This task assumes three technical specifications: Chemical Storage Tanks, Chemical Metering Pumps, and Chemical Mixing Equipment. This task assumes the District will provide the 'front end' procurement documents and lead the solicitation process.

Phase 3: Design Phase

Task 3.1 70% Design Site Visits. Meet with District staff two (2) times during 70% final design to investigate design requirements in the Chemical Building. The visits will be focused on one mechanical/structural staff visit and one mechanical/electrical staff visit.

Task 3.2 70% Final Design. Advance design to 70% completion to show all areas of work on the Project including bulk tank storage, metering pumping systems, and chlorine mixing. The Design Phase assumes that expansion of the existing hypochlorite building is not required and therefore not included in the scope of work. The 70% design submittal will include 70% construction drawings and specifications, P&IDs and control descriptions, 70% Engineer's Opinion of Probable Construction Cost (Engineer's Estimate) and updated Project Schedule.

Task 3.3 70% Design Review Workshop. Conduct a workshop with District staff to review the 70% Design Drawings, Engineers Estimate, Schedule and Construction Sequencing Plan. The workshop will be divided into two parts, the first part a review of the process mechanical design and the second part used to specifically review the electrical and instrumentation design components.

Task 3.4 Prepare Final Design Submittal. Incorporate District comments from the 70% design workshops and prepare final Contract Documents for permitting and construction. This Task includes assembly and submittal for the Permit application.

Phase 4 Bid Period Services (BPS)

BPS is scoped based on District taking the lead in advertising the project for bidding.

Task 4.1 Attend Pre-Bid Conference. Attend the Pre-Bid Conference with Contractors.

Task 4.2 Responses to Bidder Inquiries. Provide responses to general and technical Contractor questions in response to the District's Advertisement.

Task 4.3 Addenda. Prepare two (2) Addendum to the final bid documents to address changes or modifications in the final design.

Task 4.4 Bid Evaluation Support. Assist the District in reviewing bids from General Contractors.

Phase 5 Engineering Services During Construction (SDC)

SDC scope assumes the District will lead the construction management and inspection. Kennedy/Jenks will provide field observation and office engineering during the Construction Period.

Task 5.1. Pre-Construction Meeting. Attend the pre-construction conference with the District, Contractor, Sub-Contractors and other interested parties and answer questions as necessary related to the final design.

Task 5.2. Site Visits. Visit the construction site once per week during construction. A total of 13 site visits is budgeted through substantial completion. Budget includes 10 site visits for Kennedy/Jenks Project Engineer and 3 site visits for the Project Manager to complete project site walk. The budget assumes 4 hours per site visit.

Task 5.3 Office Engineering. Provide office engineering to include review, evaluation and preparation of responses to Contractor submittals for conformance with the final design and Requests for Information or Clarification (RFI/C). This task is split into both a submittal and RFI review tasks based on the following assumptions:

A total of 20 submittals is assumed with each submittal budgeted for a total of 4 hours. Additional submittals are anticipated on this project, but will be reviewed by the District.

A total of 10 RFIs is assumed with each RFI budgeted for a total of 3 hours.

Task 5.4. SCADA and PLC/HMI Programming. Provide SCADA and PLC/HMI programming for the new chemical system. This is assumed to include new bulk storage tanks, chemical metering pump, new chemical mixer equipment, and chlorination and dechlorination instrumentation. The programming is assumed to be installed on an existing PLC, integrating the new system into the existing plant HMI and Historian.

Task 5.5. Change Order Development and Work Change Directives. Assist the District in evaluating three Contractor requests for change order and issue three Work Change Directives.

Task 5.6. Startup, Testing and Commissioning Support. Assist the District with startup and initial operation of the systems. This assistance includes:

- Reviewing the Startup Plan prepared by the General Contractor and providing input related to completion dates for start-up, system cut-over and operation of the new facilities.
- Attending one software review meeting and providing design intent clarifications to update and revise the control strategies, as required. Software review meeting will be attended by the Project Manager and Instrumentation and Programming Engineer.
- Oversee and witness the Operational Readiness Test (ORT) demonstration by the construction contractor and District. Assist District operation and maintenance personnel during initial startup of the facilities. This is budgeted assuming a process engineer and electrical/instrumentation engineer are onsite to support 2 days of startups each requiring 8 hours of support, 16 hours per engineer, 32 hours total.
- Assist with HMI programming and testing, onsite startup and commissioning. This task will be used to identify operational modifications, and resolve operational and control issues. This is budgeted assuming a process engineer and electrical/instrumentation engineer are onsite to support 2 startups each requiring 4 hours of support, 8 hours per engineer, 16 hours total.

Task 5.7. Operations Training Program. Develop a hypochlorite system schematic diagram and related training materials for distribution. Conduct one four-hour operations training session that will include a detailed system overview, review of control strategies, safety procedures and related system information required for proper operation.

Task 5.9. Record Drawings. Compile Consultant, Contractor and District field notes and prepare detailed Record Drawings for the project.

In developing the scope of services, the following drawings have been used to develop the proposed budget. These drawings will be included in final design along with associated specifications and the District's standard Division 0 and 1 "front-end" specifications:

Drawing Sheet List

G001	Title Sheet, Region And Vicinity Maps & List Of Drawings
G002	Designation System And Abbreviations
G003	Hypochlorite Schematic Diagram
G004	Piping Schedule And Basis Of Design
C001	Civil Details 1
C100	Existing Site And Demolition Plan
C101	Site Yard Piping Plan
S001	Notes And Abbreviations
S002	Special Inspection And Testing
S003	Reinforced Concrete Details
S004	Structural Details I
S101	Chlorine Bldg Plan
S102	Chlorine Bldg Sections And Details
S103	Chlorine Contact Basin Plan
S104	Chlorine Contact Basin Sections And Details

M001	Mechanical Legends, Symbols And Notes
M002	Mechanical Details
M003	Mechanical Pipe Supports And Penetrations
M101	Chlorine Bldg Demolition Plan
M102	Chlorine Bldg Demolition Sections And Details
M103	Chlorine Bldg Improvement Plan
M104	Chlorine Bldg Sections And Details
M105	Chlorine Bldg HVAC Schematic and Schedule
M106	Chlorine Bldg Sprinkler Plan and Details
M107	Chlorine Contact Basin Mixer Improvement Plan
M108	Chlorine Contact Basin Mixer Improvement Sections And Details
E001	Legends, Symbols, Abbreviations And General Notes
E002	Electrical Site Plan
E003	Electrical Details
E004	Single Line Diagram And Power Panel Schedule
E101	Chlorine Bldg Demolition Plan
E102	Chlorine Bldg Demo Sections & Details
E103	Chlorine Bldg Power Plan
E104	Chlorine Bldg Signal Plan
E105	Chlorine Contact Basin Mixer Power Plans
E106	Chlorine Contact Basin Mixer Signal Plans
E200	Circuit Conductor Identification
E201	Cable Block Diagrams 1
E502	Cable Block Diagrams 2
I001	Symbols And Abbreviations
I002	Metering Pump Loop Diagram
I004	Typical Analog Loop Diagram
I005	Typical Digital Loop Diagram
I006	Typical Gas Monitor Loop Diagram
I007	Typical Analog Loop Powered Diagram
I010	Typical Standard Local Control Station Detail
I011	LCS Interconnection Detail
I013	Instrumentation Details
I100	P&ID - Hypochlorite Bulk Storage
I101	P&ID - Hypochlorite Metering Pumps
I102	P&ID - Hypochlorite Mixing System

Deliverables

Consultant shall provide District with:

- Project Management Plan with Detailed Schedule (monthly schedule updates)
- Meeting Agenda and Minutes (as meetings occur)
- Invoices with Status Report (monthly for the duration of the project)
- One electronic (PDF) copy of the Agenda and Minutes from the Interim, BODR and 70% design workshops;

- Five hard copies and one electronic (Word, and PDF) copy of the BODR, 70% Design, and Final Design Submittals. Hard copies are 11x17 half size drawing sets and 8.5"x11" Project Manual Sets;
- One full size hard copy of the 100% Contract Drawings, 22x34.
- One electronic (Word & PDF) copy of responses to contractor inquiries during bidding;
- One hard copy and one electronic (Word & PDF) copy of bid addenda;
- One electronic (Word & PDF) copy of submittal reviews and responses to contractor RFI/Cs during construction using the District's preferred construction forms;
- Ten (10) hard copies of the hypochlorite system operations training handouts; and
- Five 11x17 hard copies and one electronic copy (AutoCAD and PDF) of the draft and final Record Drawings.

IV. Scope Assumptions

- The District will apply for all permits and pay all permit fees.
- The project duration is assumed to be 12 months.
- Geotechnical information is not required for this project.
- Survey data will be provided by the District
- A single set of consolidated review comments on documents submitted for review will be provided by the District.
- Drawings will be prepared in AutoCAD. Kennedy/Jenks drafting standards will be used unless the District has their own standards and will provide to Kennedy/Jenks for use.
- EJCDC General Conditions and the District's Standard Division 0 specifications will be used.
- Final design effort and drawing sheet list has been developed based on installation of new bulk storage tanks within the existing Chlorine building, utilizing the footprint of the current chlorine gas cylinders and installation of new chemical metering pumps within the adjacent room (location of current chlorine dilution system). This installation is assumed to maintain the current footprint of the Chemical Building and interior walls. The sheet list also assumes installation of new chemical mixing at or near the location of the current chemical injection/mixer location.
- A total of 52 design sheets are assumed for this scope of work.

IV. Schedule

Consultant shall complete the scope of work by April 31, 2019.

