



AGENDA

*Revised

I. Housing Authority Consent Agenda, III. Consent Agenda, IV. WES Consent Agenda

Thursday, June 10, 2021 - 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2021-36

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Ice Storm Updates**

*****COVID Updates**

I. *HOUSING AUTHORITY CONSENT AGENDA

1. Approval to execute contracts between HACC and Yardi/RentGrow to purchase a new fully integrated housing authority specific software service system. Total value for both contracts over the contract term is \$890,000.00 with funding through Housing Authority and HUD CARES Act funds. No general funds are involved. – HACC
2. In the Matter of Writing off Uncollectible Accounts for the Fourth Quarter of Fiscal Year 2021. The total amount to write off is \$17,731.17. No general funds are involved. - HACC

II. 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. First Reading of County Parks Fine and Code Changes (Tom Riggs, Business and Community Services)

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

A. Health, Housing & Human Services

1. Approval to Accept a Grant Award with Kaiser Permanente Community Health, in partnership with Oregon Primary Care Association for support COVID-19 vaccination efforts. The maximum agreement value is \$100,000 with funding through Oregon Primary Care Association. No County General Funds are involved. – Health Centers

2. Approval to Accept a Grant Award with Health Resources and Services Administration (HRSA) for American Rescue Plan Act (ARPA) Funding for Health Centers. The Maximum agreement value is \$3,563,000 with funding through health resources and services administration. No county general funds are involved. – Health Centers
3. Approval to Apply to Funding Opportunity with CareOregon for CareOregon Emergency Relief Funds. The Maximum agreement value is \$750,000 with funding through Care Oregon. No county general funds are involved. – Health Centers
4. Approval of an Intergovernmental Agreement (IGA) with Oregon Health Authority and Clackamas County Public Health Division. This is a FEMA Revenue Agreement only. No county general funds are involved – Public Health
5. Approval of a Local Subrecipient Grant Amendment #1 with Northwest Family Services to provide Ready for Kindergarten workshops and educational supplies to families with young children. Amendment #1 adds \$7,998 for a maximum value of \$56,558.40 and extends the end date to September 30, 2021. No county general funds are involved – CFCC
6. Approval for a Revenue Agreement with the State of Oregon, acting by and through its Oregon Health Authority for the Reproductive Health Program. This is revenue generated through fees for services. No county general funds are involved – Health Centers
7. Approval of a Local Subrecipient Amendment #1 with Clackamas County Children’s Commission to provide Head Start/Early Head Start children access to Ready Rosie programming and Ready for Kindergarten supplies. Amendment #1 adds \$37,765 for a revised amount of \$50,685.47. No match is required. No county general funds are involved. – CFCC
8. Approval to Purchase one Category B Bus from Schetky Northwest Sales, Inc. For Use by Mt. Hood Express Transit Service. Total purchase cost is \$198,216 and is funded through HB 2017 Statewide Transportation Improvement Funds by contract with TriMet. No county general funds are involved. – Social Services
9. Approval of a Local Subrecipient Grant Amendment #1 with Todos Juntos to provide Brain Box early learning materials and training to families located in Canby or Molalla. Amendment #1 adds \$17,049 for a revised amount of \$50,805 with funding through Oregon Community Foundation and Oregon State University. No county general funds are involved – CFCC
10. Approval of Amendment #02 to a Contract with Northwest Family Services for Drug and Alcohol Pre-Engagement and Prevention Activities. Amendment #2 adds \$51,140.08 for a new contract maximum of \$153,420.23 with funding through the State of Oregon. No county general funds are involved – Behavioral Health
11. Approval of Amendment # 1 of the Sub-recipient Professional Services Agreement with Cascade AIDS Project (CAP) for HIV Testing and Counseling Services. The maximum agreement value is \$75,244 and is funded through the State of Oregon. No county general funds are involved. – Public Health

12. Approval of Amendment #01 to the Sub-recipient Professional Services Agreement with Outside In, for HIV Testing and Counseling Services. The maximum agreement value is \$22,477 and is funded through the State of Oregon. No county general funds are involved – Public Health

B. Transportation & Development

1. Approval of a Contract with T.F.T Construction, Inc., for the Kelso Road/ Richey Road Paving Package; Total Contract Value \$1,019,342.00 with funding through the County Road Fund. No general funds are involved.

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

D. Disaster Management

1. Approval of a Subrecipient Agreement Amendment between the City of Portland and Clackamas County for purchase and reimbursement activities related to the use of the FY18 United States Department of Homeland Security's Urban Area Security Initiative (UASI) grant program. FY18 Urban Area Security Initiative funds under the Clackamas County agreement will not be amended and remain a total of \$443,381. The funding source is the United States Department of Homeland Security via the Oregon Military Department. No general funds are involved.
2. Approval of Amendment No. 1 to Intergovernmental Agreement between the State of Oregon (Oregon State Police) and Clackamas County for Medical Examiner's Office Building Agreement. Clackamas Medical Examiner's Office will be paying \$3,318.44 monthly for use of the Oregon State Medical Examiner's Office Facility and Log Case Management System. This is budgeted expense and will come from General Funds.
3. Approval to Apply for FY2021 Emergency Management Performance Grant between Clackamas County and the State of Oregon. The grant agreement total value anticipated is around \$212,000. The grant is a 50% federal share grant that will reimburse Clackamas County Disaster Management for up to fifty percent of salaries and benefits of six employees. This will include general funds and is budgeted.

E. Community Corrections

1. Approval of Amendment # 2 Grant Agreement JR-19-003 with the State of Oregon, Criminal Justice Commission, Justice Reinvestment for Clackamas County Community Corrections Programs. This is a reduced funds amendment, it will reduce funds by \$24,944.51 making the awarded balance remaining of \$2,251,703.70. Funding for this is through the Criminal Justice Commission. No general funds are involved.
2. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Oregon State Parks, Milo McIver State Park to provide Work Crew Services from July 1, 2021 through June 30, 2022. This will provide approximately \$30,000 in revenue to support the Community Service Program. No general funds are involved.

3. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and City of Oregon City to provide Work Crew Services from July 1, 2021 through June 30, 2022. This will provide approximately \$10,000 in revenue to support the Community Service Program. No general funds are involved.
4. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and City of Milwaukie to provide Work Crew Services from July 1, 2021 through June 30, 2022. This will provide approximately \$6,000 in revenue to support the Community Service Program. No general funds are involved.
5. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas Community College to provide Work Crew Services from July 1, 2021 through June 30, 2022. This will provide approximately \$10,000 in revenue to support the Community Service Program. No general funds are involved.
6. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas County Fair Board to provide Work Crew Services from July 1, 2021 through June 30, 2022. This will provide approximately \$6,000 in revenue to support the Community Service Program. No general funds are involved.
7. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and City of Happy Valley Park to provide Work Crew Services from July 1, 2021 through June 30, 2022. This will provide approximately \$40,000 in revenue to support the Community Service Program. No general funds are involved.

F. Technology Services

1. Approval for a Service Level Agreement between CBX and Allstream Business US for dark fiber connections. The monthly recurring cost for the connections will be \$1,465.00 with a nonrecurring cost of \$98,500.00. The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by Allstream Business US. No general funds are involved.

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

1. Approval of Amendment No. 2 to an Intergovernmental Agreement between Water Environment Services and the City of Happy Valley, Oregon For Street Sweeping Services. Amendment #2 is for the amount of \$83,000 with funding through WES Surface Water Operating Fund. No county general funds are involved.
2. Approval of a Resolution Authorizing the Director of Water Environment Services to Release Liens in the North Clackamas Revitalization Area. Potentially foregoing an increase in SDC revenues of about \$5,800 per release. No county general funds are involved.

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

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

June 16, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to execute contracts between Housing Authority of Clackamas County (HACC) and Yardi/RentGrow to purchase a new fully integrated housing authority specific software service system

Purpose/Outcomes	Approval to execute the contracts between Housing Authority of Clackamas County and Yardi/RentGrow to purchase a new fully integrated housing authority SaaS system.
Dollar Amount and Fiscal Impact	Total value for both contracts over the contract terms is \$890,000.00.
Funding Source	Housing Authority and HUD CARES Act funds.
Duration	Yardi contract is five years; RentGrow is three years
Previous Board Action	N/A
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Build public trust through good government
Counsel Review	Andrew Naylor 5/3/21
Contact Person	Jill Smith, HACC Executive Director (503) 502-9278
Contract No.	Yardi Contract No. 10181 and RentGrow Contract No. 10179

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of Health, Housing and Human Services Department is requesting approval to execute contracts to purchase one new fully integrated housing authority specific Software as a Service (SaaS) system, Yardi with RentGrow. Due to legal requirements, two contracts are required for the full system needed to meet the specific needs of HACC. One for Yardi, the main platform, and one for the RentGrow (a wholly-owned subsidiary of Yardi) add-on, which allows HACC to do tenant screening seamlessly integrated within the Yardi system.

Housing Authorities have very specific requirements when it comes to software systems. These systems have to be able to report to HUD under required formats and provide all the necessary functionality to track various types of HUD vouchers, manage locally established programs, and manage properties including HUD Public Housing as well as affordable HACC owned housing units. HACC is currently operating on HAB, a system that was implemented for Y2K back in 1999. HAB was purchased by MRI and is now being phased out by MRI.

With the business disruption of COVID-19 it became very clear that our existing system is no longer meeting HACCs business needs. While the Housing Authority was able to continue to serve clients and manage properties it was made more difficult due to the limitations of HAB. HAB has very limited abilities for clients and landlords to interact remotely via web portals or to exchange information.

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www.clackamas.us/community_health

On August 5, 2020 the Housing Authority issued an RFP for Housing Management Software which closed on September 16, 2020. The Housing Authority received three responses to the RFP (MRI, Yardi, and WSD). In December, after scoring based on the criteria set forth in the RFP, Yardi Voyager PHA was determined to be the winner and a Notice of Intent to Award was issued. Once the waiting period had expired, the Housing Authority began negotiating the contract with Yardi.

Yardi with RentGrow will allow HACC to have one fully integrated system specialized for Housing Authorities and adapted to their unique needs. This system will manage accounting, compliance management, HUD requirements & reporting, voucher programs, property management, marketing and leasing, resident screening, construction management and more. This software package was made to meet the needs of public housing authorities like HACC.

Key features of Yardi Voyager PHA:

- Single software platform for all PHA functions
- Streamlined workflows in each PHA area
- Cloud-based access
- 24/7 security and software maintenance via Cloud Services Team

Yardi Voyager PHA Suite of products:

- RENTCafe PHA (portal for waitlist, applicants, residents and landlords)
- ScreeningWorks Pro
- RentGrow
- Payment Processing
- Procure to Pay
- Document Management for SharePoint
- Maintenance (with mobile work orders)
- Inspections (with mobile function)
- Fixed Asset tracking

Investing in Yardi with RentGrow will allow HACC to streamline many processes and will replace the outdated HAB system. Being fully integrated also means better work flow, reporting, and oversight which will go a long way in continuing to increase efficiency as the work of HACC and the various programs grow.

HACC worked with Wayne Montee and Chris Fricke from Technology Services (TS) during review of the Yardi/RentGrow contracts to ensure TS was aware of the direction that HACC was proposing with the new system and for input throughout the process. Also, Andrew Naylor with County Counsel represented the Housing Authority during negotiations of the contract and reviewed all of the contract documents to ensure that the Housing Authority's interest was protected and that the contract adheres to the legal requirements in Oregon.

RECOMMENDATION:

Staff recommends that the Board approve the contracts between Yardi/RentGrow and HACC and authorize Commissioner Tootie Smith, Chair to sign the contracts for the Housing Authority Board.

Respectfully submitted,

Mary Rumbaugh  Digitally signed by Mary Rumbaugh
Date: 2021.06.01 15:42:27 -07'00'

Rodney Cook, Interim Director
Health, Housing and Human Services

SAAS SUBSCRIPTION AGREEMENT

Yardi Systems, Inc., a California corporation headquartered at 430 South Fairview Avenue, Goleta, CA 93117 (“Yardi”), and

Housing Authority of Clackamas County (“Client”)
13930 Gain St
Oregon City, OR 97045

enter into this agreement including any schedules, exhibits or other attachments (this “Agreement”) effective as of the Effective Date [defined in section 1 (Definitions), below].

RECITAL

Yardi has developed certain application software for use by its clients in the real property and asset management industry. Yardi application software is available only in the Yardi Cloud [defined in section 1 (Definitions), below]. Client desires to access the Yardi Cloud to use such Yardi software pursuant to this Agreement’s terms.

In consideration of their respective rights and obligations as set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. Definitions.

a. “**Anniversary Date**” means the date that is 365 days after the Initiation Date, and each anniversary thereafter of the date that is 365 days after the Initiation Date, during this Agreement’s Term.

b. “**Business Purposes**” means accessing the Yardi Cloud to use the Licensed Programs and Yardi Cloud Services for Client’s property management and accounting, and related business purposes.

c. “**Client Data**” means the data that Designated Users transmit and/or enter into the database provided as part of the Yardi Cloud in connection with their Use of the Licensed Programs pursuant to this Agreement.

d. “**Contractor**” means a contractor who: (i) has an Independent Consultant Network License Agreement with Yardi; and (ii) is a current member in good standing of Yardi’s Independent Consultant Network.

e. “**Deliverable**” means any deliverable or intellectual property delivered to Client as part of Programming Services [defined in section 14 (Programming Services)] or other services provided pursuant to this Agreement.

f. “**Designated User**” or “**DU**” means a Client employee or Contractor designated by Client to access the Yardi Cloud and Use the Yardi Cloud Services and Licensed Programs for Business Purposes.

g. “**Effective Date**” means the date of the last party signature on this Agreement.

h. “**Fees**” means the fees identified in Schedule A (Fee Schedule), and any other fees that may become due under this Agreement.

i. “**Force Majeure Event**” means any event beyond the reasonable control of the party affected by such event, including without limitation fire, storm, weather, earthquake, explosion, casualty, strike, war, riot, civil disturbance, act of God, acts or omission of any third party, any state or national law, decree or ordinance, or any executive or judicial order, which event causes a party to delay or fail to perform under this Agreement.

j. “**Initiation Date**” means the first day of the month immediately following that date which is two weeks after the Effective Date.

k. “**Licensed Programs**” means the software program(s)

identified in Schedule A (Fee Schedule).

l. “**Licensed Programs Documentation**” means the user manuals and documentation for the Licensed Programs.

m. “**Password**” means the unique username and password assigned by Client to each Designated User as more fully described in section 6 (Users and Passwords).

n. “**POC(s)**” means the person(s) Client identifies to Yardi as point(s) of contact for application support services and other account management purposes.

o. “**Undisputed Fees**” means all Fees due from Client under this Agreement which Client does not reasonably and in good faith dispute - and provide notice of such dispute in accord with section 18(f) (Notices) - within 30 days of invoice.

p. “**Use**” means authorized access to the licensed software in the Yardi Cloud and use of the Licensed Programs and Licensed Programs Documentation by Designated Users solely for Business Purposes.

q. “**Yardi Cloud**” means the hardware, software, storage, firewalls, intrusion detection devices, load balancing units, switches and other hardware that make up the Yardi Cloud.

r. “**Yardi Cloud Services**” means installation, maintenance and service of the hardware and software comprising the Yardi Cloud.

2. License Grant; Restrictions; Access to Yardi Cloud.

a. **Licenses.** Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to: (i) access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services solely for Business Purposes; and (ii) access the Licensed Programs Documentation and other content on Yardi’s Client Central website solely for Business Purposes and subject to the terms of use then-presented on Client Central.

b. **Restrictions.** Client may only exercise the license granted in section 2(a) (Licenses) through its Designated Users. Client may not rent, lease, sell, transfer (by sublicense, assignment or otherwise except as expressly provided by this Agreement), time share, modify, reproduce, copy, make derivative works from, distribute, publish, use to provide service bureau services, or publicly display the Licensed Programs. Client may only Use the Licensed Programs for Business Purposes. Client may not reverse engineer, decompile or otherwise attempt to discover the source code for the

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Confidential

Preparation Date: May 2, 2021 4:30 PM

Licensed Programs. Client may not permit any person or entity to breach the restrictions in this section 2(b) (Restrictions). Client may not copy or re-create the Licensed Programs or its objects without Yardi's prior express written consent. Client agrees that the Licensed Programs must remain at all times in the Yardi Cloud, and may not be removed or copied to any other location at any time. Client acknowledges and agrees that Client may not perform scans or electronic testing of any kind on the Yardi Cloud, Licensed Programs, Yardi's corporate networks, and Yardi's corporate servers including, without limitation, vulnerability scanning or testing, penetration scanning or testing or any other type of scanning or testing of the Yardi Cloud, Licensed Programs, Yardi's corporate networks, and Yardi's corporate servers.

c. **Access to the Yardi Cloud.** Yardi will use commercially reasonable efforts to make the Yardi Cloud and the Licensed Programs accessible to Designated Users 24-hours per day, 7 days per week, excluding down time for maintenance and repair. Yardi has standing maintenance/repair/backup hours from 11:00 pm (local time at the data center) each day to 1:00 am (local time at the data center) each succeeding day, and an additional 2 hours for the maintenance/repair/backup hours beginning at 11:00 pm (local time at the data center) each Saturday night [i.e., the Saturday-night-to-Sunday-morning standing maintenance/repair/backup hours extend an extra 2 hours until 3:00 am (local time at the data center) each succeeding Sunday]. Yardi will use commercially reasonable efforts to provide as much notice to Client as reasonably possible under the circumstances for emergency maintenance/repair downtime outside the aforementioned standing hours.

3. **Term and Termination.**

a. **Term.** This Agreement will commence on the Effective Date and shall remain in full force until Client's fifth Anniversary Date (the "Initial Term") unless earlier terminated in accord with this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive 1-year terms (each a "Renewal Term") if: (i) Client tenders payment of Client's then-current Total Annual Fee; and (ii) neither party provides written notice of non-renewal prior to expiration of the then-current (Initial or Renewal) Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the "Term."

b. **Termination for Convenience.** Following the Initial Term, Client may terminate this Agreement without cause and for its convenience upon 30 calendar days prior written notice. Upon a termination for convenience, Client shall promptly pay any Undisputed Fees owed to Yardi as of the effective date of Client's termination. If Client terminates this Agreement pursuant to this section 3(b) (Termination for Convenience), Client shall not be entitled to a refund of any Fees.

c. **Termination for Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within 30 days of written notice of a material breach, or if the breaching party cannot reasonably cure the material breach within 30 days, the breaching party fails to initiate cure within 30 days and fails to continuously and diligently work to cure the breach until the breach is cured. Termination pursuant to this section 3(c) (Termination for Cause) shall be effective upon delivery of written notice after expiration of the applicable cure period.

d. **Termination for Non-Appropriation of Funds.** Client may terminate this Agreement without cause and for its convenience, in whole or in part, upon 30 calendar days' prior written notice in the event that Client is unable to appropriate sufficient funds for this Agreement.

e. **Effect of Termination.** Upon the effective date of this

Agreement's termination or expiration: (i) the license for the Licensed Programs and Licensed Programs Documentation will terminate; (ii) Client will cease Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs and Licensed Programs Documentation; (iii) Client's access to the Yardi Cloud and Licensed Programs will be disabled; and (iv) Client shall pay any Undisputed Fees to Yardi.

f. **Survival.** The parties' obligations under, and the provisions of, sections 4 (License Fees), 8(b) (Limited Liability for Unauthorized Client Data Access), 9 (Confidentiality), 10 (Warranties), 11 (Damage Limitations), 13 (Indemnification), 15 (Assignment) and 18 (General Provisions) shall survive this Agreement's termination or expiration.

4. **License Fees.**

a. **Fees.** Client agrees to pay Yardi the Fees in accordance with the payment terms set forth in Schedule A (Fee Schedule).

b. **Failure to Pay.** Client's failure to timely pay any Undisputed Fee when due is a material breach subject to the terms of section 3(c) (Termination for Cause). Additionally, Undisputed Fees shall accrue interest from their due date until paid at the rate of 1.5% per month or the maximum rate allowed under applicable law whichever is less.

c. **Taxes.** The Fees are exclusive of any tariff, duty, or tax, however designated, levied, or based including, without limitation, any taxes based on: (i) this Agreement; (ii) the Licensed Programs, Yardi Cloud, Yardi Cloud Services, or Deliverables; (iii) Client's Use of the Yardi Cloud, Yardi Cloud Services, or Licensed Programs; (iv) the Licensed Programs Documentation; or (v) any materials or supplies furnished by Yardi per this Agreement. Client is responsible for all applicable tariffs, duties, or taxes (exclusive of taxes based on Yardi's net income) applicable to this Agreement.

d. **Partial Fee Disputes.** If Client reasonably and in good faith disputes any Fees, and provides notice in accord with section 18(f) (Notices) of such dispute, Client agrees that any undisputed portion of such Fees are Undisputed Fees and Client agrees to timely pay any such Undisputed Fees.

5. **Implementation and Training.**

a. **Third Party Software and Hardware Requirements.** Client is solely responsible for purchasing, installing, and maintaining, at Client's expense, any third party software and hardware necessary for Designated Users to access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services. Yardi shall not be liable for any such third party software or hardware, and Client acknowledges and agrees that any assistance provided by Yardi in connection with such third party software and hardware shall not alter Client's responsibility or Yardi's liability disclaimer under this section 5(a) (Third Party Software & Hardware Requirements).

b. **Location.** Implementation and training services may (at Client's election) take place at a location specified by Client or via telecommunications. Yardi will bill Client for initial implementation/training services as indicated in Schedule A (Fee Schedule). Client may request additional on-site implementation/training services [i.e., in addition to the on-site implementation/training services set forth in Schedule A (Fee Schedule)] at any time and Yardi will make commercially reasonable efforts to timely accommodate Client's request. Additional on-site implementation/training services are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services. Client acknowledges and agrees that no recording of any sort (whether audio, visual, or otherwise) of Yardi Implementation/Training services is allowed under this Agreement or otherwise.

c. **On-Sites.** Client acknowledges that in-person implementation/training service visits at a Client location require a minimum visit of 8 hours per visit. Client agrees to pay all reasonable expenses associated with on-site visits including, but not limited to, travel to and from the site, lodging, meals, etc. Client acknowledges that training services for more than 12 Client trainees require Client to pay for 1 additional Yardi trainer for each 12 Client trainees in excess of 12. Client agrees that Client must pay for any implementation/training services cancelled less than 10 business days prior to their scheduled date.

d. **Data Conversion.** Yardi will bill Client for electronic data conversion services, if initially ordered, at the rate stated in Schedule A (Fee Schedule). Absent an agreement to the contrary, Client shall otherwise be solely responsible for data conversion, data preparation, data entry and data verification, and any post-conversion clean-up. Additional Yardi data conversion services [i.e., in addition to any initial data conversion services set forth in Schedule A (Fee Schedule)] are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services.

e. **Testing.** Client shall have 90 days commencing upon the Effective Date (the "**Testing Period**") to test the Licensed Programs, Yardi Cloud and Yardi Cloud Services. At any time during the Testing Period, Client may elect to cease Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services and cancel this Agreement, in which event Yardi will refund to Client all amounts paid by Client to Yardi pursuant to this Agreement less reasonable amounts [determined by reference to the Fees/rates indicated in Schedule A (Fee Schedule)] for initial set-up, implementation, training and support of the Licensed Programs, Yardi Cloud and Yardi Cloud Services provided prior to Client's notice of cancellation pursuant to this section 5(e) (Testing).

6. Users and Passwords.

a. **Designated Users.** Client agrees that its exercise of the license granted by this Agreement shall only be through its Designated Users. Client's license to access and Use the Yardi Cloud and Licensed Programs is limited as provided in Schedule A (Fee Schedule). Each Designated User must have a unique Password.

b. **Password Assignment.** Client's application support POC(s) will be Designated Users, will designate the other Designated Users, and will provide each other Designated User with a Password. Each Password shall be personal and unique to the applicable Designated User, and may not be used by anyone other than such Designated User. Each Password may only be used from 1 computer at any given time. Client shall be responsible for maintaining Designated User Password security.

c. **Client Obligations with Respect to Designated Users.** Client shall inform each Designated User of this Agreement's terms and restrictions and shall enforce such restrictions. Client agrees to notify Yardi if Client becomes aware of any failure of a Designated User to adhere to the license terms and restrictions in this Agreement.

7. Application Support & Upgrades.

a. **Application Support Service.** Yardi will provide application support and upgrades for the Licensed Programs as set forth in this section 7 (Application Support & Upgrades).

b. **Client Contacts.** Client agrees to appoint application support POC(s). Client may change the application support POC(s) upon advance written notice to Yardi. Yardi shall have no obligation to contact, or communicate with, anyone regarding application support and maintenance issues except Client's application support POC(s). Client acknowledges that it is Client's responsibility to keep Client's application support POC(s) current, and to notify

Yardi of any changes.

c. **Yardi Contacts.** During initial implementation, Yardi shall appoint an account manager to Client's account. After initial implementation, Yardi will either assign Client to an account manager or an application support team. Yardi may change the identity of individual account managers from time to time upon notice to Client. Client's application support records relating to Client will be available to Yardi's entire application support team at all times.

d. **Application Support Services.** Yardi shall provide application support for the Licensed Programs through its account managers and technical staff to Client's application support POC(s). Application support does not include on-site installation, implementation, training, or testing of the Licensed Programs, nor does it include data conversion. Those services, if initially ordered, are specified in Schedule A (Fee Schedule). Yardi's application support service team will use commercially reasonable efforts to address and solve Client's issues but cannot guarantee satisfaction in every case.

e. **Total Hours Included.** Client's annual application support allotment is specified in Schedule B (Yardi SaaS Subscription Services and Governance Schedule).

f. **Application Support Hours.** Yardi's application support hours are from 5:00 am to 5:00 pm (Pacific Time) Monday through Friday (excluding holidays).

g. **Priority.**

(i) Yardi shall have the right to prioritize application support requests according to the application support issue's impact on Client. Yardi will prioritize application support requests in the following order:

Priority 1: Business halted (total inability to perform normal operation)

- Client will submit support requests by telephone to Yardi's application support number.
- Response as rapid as reasonably feasible – generally within 2 business hours.

Priority 2: Business impacted (severe restriction of Client's Use of the Licensed Programs – a potentially critical problem)

- Client will submit support requests by telephone to Yardi's application support number.
- Prompt response subject only to delays for priority 1 issues, generally within 4 business hours.

Priority 3: Non-critical service requests (any issue that is not a Priority 1 or Priority 2 issue)

- Client will submit support request by telecommunications to Yardi application support.
- Response subject to delays for priority 1 and 2 issues, generally within 1 business day.

(ii) Yardi will work on Priority 1 and 2 issues with continuous focus, and with Client's cooperation, through resolution.

h. **Standard Term.** Application support services are subject to this Agreement's terms and timely payment of all Undisputed Fees. Subject to the section 3(c) (Termination for Cause) notice and cure provisions, Yardi may suspend application support services if Client fails to timely make any Undisputed Fee payment.

i. **Obsolescence.** Yardi reserves the right to cease providing application support services for the Licensed Programs on the later of: (i) 3 years from the date on which Yardi ceases to license the Licensed Programs; or (ii) 5 years from the Effective Date. Yardi

agrees to notify Client if and when Yardi will cease application support services in accord with this section 7(i) (Obsolescence).

8. Client Data.

a. **Client Data Storage.** Subject to Force Majeure Events, Yardi agrees to store Client Data on a virtual database server in the Yardi Cloud.

b. Limited Liability for Unauthorized Client Data Access.

Yardi agrees to use: (i) firewalls and other technology generally used in the trade to prevent unauthorized third party access to its computer systems storing Client Data; and (ii) encryption technology generally used in the trade to prevent unauthorized third party access to Client Data transmissions. Notwithstanding the foregoing, Yardi shall not be liable to Client in the event that: (A) its use of firewalls and other technology generally used in the trade fails to prevent unauthorized third party access to Client Data; or (B) its use of encryption technology generally used in the trade fails to prevent unauthorized third party access to Client Data transmissions. Nothing in this section 8(b) (Limited Liability for Unauthorized Client Data Access) shall constitute a representation or warranty by Yardi that Client Data storage or transmission will be inaccessible to unauthorized third parties.

9. Confidentiality.

a. **Confidential Information Definition.** “**Confidential Information**” means all technical and non-technical information including: (i) Client Data; (ii) patent, copyright, trade secret, and other proprietary information; (iii) inventions, know-how, processes, or algorithms; (iv) software programs, software source documents, object code, source code, database dictionaries, network diagrams, UML diagrams, Licensed Programs, Licensed Programs Documentation, Licensed Programs schema, Licensed Programs functions, Licensed Programs user interface screens, SSIS, data warehouse schema, cube specifications and configuration, the reports generated by the Licensed Programs, Yardi Cloud specifications and configuration, Yardi Cloud hardware specifications and configuration, and Yardi Cloud Services; (v) development, design details and specifications; (vi) a party's financial information; (vii) customer lists, business forecasts, sales and marketing plans and information; (viii) the prices offered or paid per this Agreement for Yardi's products and services; (ix) SSAE18 audit reports and PCI DSS attestations of compliance and any information related to SSAE18 audit reports and/or PCI DSS attestations of compliance; and (x) any other information disclosed by a party, or to which a party is exposed because of this Agreement, that the disclosing party identifies as confidential at the time of disclosure or which – by its nature - reasonably should be regarded as confidential.

b. **Nondisclosure and Nonuse Obligations.** Each party (the “**Receiving Party**”) agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of the other party (the “**Disclosing Party**”) to any third party. The Receiving Party may use the Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. The Receiving Party's employees and Contractors may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. The Receiving Party's employees and Contractors may not use Confidential Information in any way that may compete with Disclosing Party. The Receiving Party may not disclose Confidential Information to its employees and Contractors for the purpose of enabling any such employees or Contractors to service, maintain, or modify the Licensed Programs. The Receiving Party agrees that it will treat all Confidential Information with the same degree of care as the Receiving Party accords its own Confidential Information, but in no event less than reasonable care. The Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and Contractors who need to know such information, and the Receiving Party certifies that such employees and

Contractors have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions applicable to the Receiving Party under this Agreement. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. **Exclusions from Nondisclosure and Nonuse Obligations.** The Receiving Party's obligations per section 9(b) (Nondisclosure and Nonuse Obligations) shall not apply to Confidential Information that the Receiving Party can document: (i) was (through no fault of the Receiving Party) in the public domain at or subsequent to the time the Disclosing Party disclosed the information to the Receiving Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by the Disclosing Party. A Confidential Information disclosure by the Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law; or (C) necessary to establish the rights of either party under this Agreement, shall not be a breach of this Agreement by the Receiving Party or a waiver of confidentiality for other purposes; provided, however, the Receiving Party shall provide prompt prior written notice of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. Notwithstanding anything to the contrary in this Agreement, both parties expressly acknowledge and agree that Client's obligations under this Agreement are subject to the Oregon Public Records Law, Oregon Revised Statutes (“**ORS**”) Chapter 192 *et. seq.*, and any other applicable state or federal law. While Client will make good faith efforts to perform under this Agreement, Client's disclosure of Confidential Information, in whole or in part, will not be a breach of this Agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes. If Client is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, Client shall notify Yardi within a reasonable period of time of the request. Yardi is exclusively responsible for defending Yardi's position concerning the confidentiality of the requested information. Client is not required to assist Yardi in opposing disclosure of Confidential Information.

d. **Ownership and Return of Confidential Information.** The Disclosing Party's Confidential Information is and shall remain the Disclosing Party's property, and this Agreement does not grant or imply any license or other rights to the Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within 5 business days after the Disclosing Party's request, the Receiving Party will promptly either (at the Disclosing Party's election) destroy or deliver to the Disclosing Party all Confidential Information furnished to the Receiving Party, and the Receiving Party agrees to provide a written officer's certification of the Receiving Party's compliance with the foregoing obligation.

e. **Third Party Information Disclosure.** The Disclosing Party shall not communicate any information to the Receiving Party in violation of the proprietary rights of any third party.

10. Warranties.

a. **Limited Software Warranty.** Yardi warrants that the Li-

censed Programs will perform substantially as specified in the Licensed Programs Documentation. Yardi does not warrant that the Licensed Programs will meet Client's requirements and expectations.

b. **Remedy for Limited Software Warranty Breach.** If Yardi breaches the warranty set forth in section 10(a) (Limited Software Warranty), Yardi agrees to use commercially reasonable efforts to modify the Licensed Programs so that the Licensed Programs conform to that warranty. If such modification is not commercially reasonable, then Yardi will notify Client and Client may terminate this Agreement. In the event Client terminates this Agreement per this section 10(b) (Remedy for Limited Software Warranty Breach), Yardi will refund to Client, on a pro-rata basis, the annual Fees paid by Client to Yardi within the year prior to the effective date of Client's termination. **THE FOREGOING REMEDY IS CLIENT'S SOLE REMEDY IN THE EVENT OF A BREACH OF THE WARRANTY SET FORTH IN SECTION 10(a) (Limited Software Warranty).**

c. **Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, YARDI DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH REGARD TO THE LICENSED PROGRAMS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

d. **Internet Performance Disclaimer.** Yardi does not and cannot control the flow of data via the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt the internet. Yardi will use commercially reasonable efforts to remedy and avoid such events, but cannot guarantee that such events will not occur. Accordingly, Yardi disclaims any liability resulting from or relating to such events.

11. Damage Limitations.

a. **Damage Waiver. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11(c)(i) (DAMAGE WAIVER EXCEPTIONS), REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.**

b. **Liability Limit. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11(c)(ii) (LIABILITY LIMIT EXCEPTIONS) AND 11(d) (ALTERNATE LIMIT), IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CLIENT AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, YARDI'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE FEES PAID BY CLIENT TO YARDI PURSUANT TO THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.**

c. Exceptions.

(i) Damage Waiver Exceptions. **THE DAMAGE WAIVER SET FORTH IN SECTION 11(a) (DAMAGE WAIVER) SHALL NOT APPLY TO: (A) CLIENT'S BREACH OF SECTIONS 2(a) (LICENSES), 2(b) (RESTRICTIONS), OR 6(c) (CLIENT OBLIGATIONS WITH RESPECT TO DESIGNATED USERS); (B) A PARTY'S BREACH OF SECTION 9 (CONFIDENTIALITY); OR**

(C) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(ii) Liability Limit Exceptions. **THE LIABILITY LIMIT SET FORTH IN SECTION 11(b) (LIABILITY LIMIT) SHALL NOT APPLY TO DAMAGES RESULTING FROM YARDI'S: (A) BREACH OF SECTION 9 (CONFIDENTIALITY); OR (B) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

d. **Alternate Limit. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CLIENT AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT FOR BREACH OF YARDI'S OBLIGATIONS AS EXPRESSLY SET FORTH IN SECTION 8 (CLIENT DATA), YARDI'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE AMOUNT THAT IS TWICE THE FEES PAID BY CLIENT TO YARDI PURSUANT TO THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.**

12. Ownership.

a. **Yardi's Ownership.** Client agrees that, as between Yardi and Client, Yardi is and shall remain the sole and exclusive owner of all right, title and interest in and to the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation, and to all intellectual property rights in the foregoing. The only rights Client obtains in the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation are the licenses expressly granted to Client in this Agreement.

b. **Client's Ownership.** Yardi agrees that, as between Yardi and Client, Client is and shall remain the sole and exclusive owner of all right, title, and interest in and to Client Data.

13. Indemnification.

a. **Indemnity.** Yardi agrees to defend, indemnify and hold Client harmless from and against any third party claims, actions or demands alleging that Client's Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs, Licensed Programs Documentation, and Deliverables in accordance with this Agreement's terms infringes on a third party's proprietary information, trademark, copyright, patent rights or intellectual property rights, or misappropriates a third party's trade secrets.

b. **Indemnity Conditions.** Yardi's defense and indemnification obligation per section 13(a) (Indemnity) is conditioned upon the following: (i) Client providing Yardi with prompt written notice of any claim for which indemnification is sought; (ii) Yardi having sole control of the defense and settlement of such claim, provided, however, that Client shall have the right to have any suit or proceeding monitored by counsel of Client's choice and at its expense; and (iii) Client's reasonable cooperation with Yardi in the defense and settlement of the claim.

c. **Injunction.** If the Licensed Programs become the subject of a patent, trademark, copyright, or trade secret misappropriation or infringement claim, and such claim results – or is reasonably likely to result – in an injunction against Client's continued Use of the Licensed Programs, Yardi will: (i) replace or modify the Licensed Programs to avoid the misappropriation/infringement claim; (ii) secure Client's right to continue Use of the Licensed Programs; or (iii) if neither (i) or (ii) is commercially practicable, either party may terminate this Agreement upon written notice to the other party.

14. Programming Services.

a. **Programming Services.** Yardi provides programming services including, without limitation, database customizations, user interface customizations, database reports, database scripts and

other programming services (collectively, “**Programming Services**”).

b. **Programming Services Terms.** The Fees for Programming Services, if initially ordered, are set forth in Schedule A (Fee Schedule). Client will otherwise initiate Programming Service requests by providing written notice of the desired services to Yardi, and Yardi will advise Client of Yardi’s availability and schedule for performing the Programming Services. Programming Services are subject to Client’s written acceptance of: (i) Yardi’s schedule for meeting Client’s Programming Service request; and (ii) Yardi’s Fees for such Programming Services.

c. **Deliverables License.** Subject to Client’s full payment of all Undisputed Fees related to Programming Services, Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to Use the Deliverables in connection with their Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services.

15. Assignment.

a. **Assignment Limitation.** Except for the exceptions specified in section 15(b) (the “**Permitted Exceptions**”), Client shall not (either directly or indirectly) assign, sell, convey, pledge, or otherwise transfer this Agreement without first obtaining Yardi’s express written consent, which Yardi shall not unreasonably withhold. Except for the Permitted Exceptions, any attempted assignment made without Yardi’s prior express written consent is void and a material breach of this Agreement.

b. **Permitted Exceptions.** Subject to the conditions precedent set forth in this section 15(b) (Permitted Exceptions), Client may assign this Agreement without Yardi’s prior consent and upon notice: (i) to a wholly owned subsidiary; or (ii) in connection with any merger, acquisition, or reorganization involving Client. Any assignment is subject to the following conditions: (A) Client, or Client’s successor, continuing in the same type of business that Client was conducting at the time of this Agreement’s execution; and (B) Client or Client’s successor providing to Yardi a written ratification and assumption of this Agreement (in a form reasonably satisfactory to Yardi) concurrent with the assignment.

16. Outsourcing.

a. **Server Location.** Yardi reserves the right to locate the virtual servers and other equipment needed to provide the Yardi Cloud either at its facilities or at the facilities of independent service providers. Yardi may change the location of the virtual servers and other equipment needed to provide the Yardi Cloud at any time during this Agreement’s Term; provided that any such change of location shall not affect Yardi’s obligations under this Agreement and shall not interrupt Client’s access to the Yardi Cloud, Client Data, and Licensed Programs.

17. Dispute Resolution.

a. **Informal Dispute Resolution; Condition Precedent.** If any dispute between the parties arises at any time in connection with this Agreement, the parties shall, acting reasonably and in good faith, first attempt to promptly resolve the dispute amicably by engaging in direct negotiations. If the parties are unable to come to a mutual agreement after good faith discussions through direct negotiations within 30 days immediately following notice from one party to the other of its desire to have a dispute resolved, then Yardi shall submit such dispute to its appropriate VP and Client shall submit such dispute to its Finance Director. If the dispute is not resolved by Yardi’s appropriate VP and Client’s Finance Director within 30 days immediately following the commencement of their discussions, then Yardi shall submit the dispute to its General Counsel and Client shall submit the dispute to its Executive Director. If the dispute is not resolved by Yardi’s General Counsel and Client’s Executive Director within 30 days immediately following the

commencement of their discussions, then, before either party may seek relief from a court, either party may serve upon the other at its principal place of business a request for mediation which both parties agree is a mandatory condition before either party may seek relief from a court. For the avoidance of any doubt, neither party may file an action against the other in any court, or initiate any other legal proceeding, unless and until the party seeking to do so has first requested a mediation hearing and made a good faith effort to complete the mediation process provided in this Agreement. Notwithstanding the foregoing, nothing in this section 17(a) (Informal Dispute Resolution; Condition Precedent) prevents a party from seeking urgent injunctive or equitable relief.

b. **Mediation Process.** The parties will select a neutral, independent mediator with experience in the relevant subject matter. The parties shall conduct the mediation not less than 10 or more than 20 days from the date the party requesting mediation gives notice of the request for mediation to the other party. The parties shall conduct the mediation in Clackamas County, Oregon. The parties shall equally bear the mediation costs.

c. **Mediation Confidentiality.** The parties shall maintain the mediation proceedings in confidence and shall not disclose to third persons the statements made therein by the other parties or the mediator. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given. No writing prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation, is admissible or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given. All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or a mediation consultation shall remain confidential. Evidence otherwise admissible or subject to discovery outside of a mediation or a mediation consultation shall not be or become inadmissible or protected from disclosure solely by reason of its introduction or use in a mediation or a mediation consultation.

d. **Mediation Statements; Attendee Authority.** At least 5 days before the date of the mediation, each party shall provide the mediator and the other party with a statement of its position and copies of supporting documents. Each party shall send to the mediation a person who has authority to bind the party.

e. **Non-Binding.** If a party participates in good faith in a mediation and is dissatisfied with the outcome, that party may then invoke all legal rights and remedies available to the party at law or in equity.

18. General Provisions.

a. **Independent Contractor Status.** The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, joint venturers, or any other form of joint enterprise, or to make the employees, agents, or representatives of one of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

b. **Governing Law.** This Agreement shall be governed and determined by the laws of the United States and the State of Oregon as such laws are applied to agreements made and performed

entirely within the State of Oregon.

c. **Venue.** Any action or proceeding related to or arising out of this Agreement shall be resolved only in a court of competent jurisdiction in Clackamas County, State of Oregon, and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

d. **Injunctive Relief.**

(i) Yardi Injunctive Relief. The parties acknowledge and agree that, if Client breaches any of its obligations under sections 2(a) (Licenses), 2(b) (Restrictions), 9 (Confidentiality) or 15 (Assignment), Yardi might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, if Client breaches any provision of sections 2(a) (Licenses), 2(b) (Restrictions), 9 (Confidentiality), or 15 (Assignment) Yardi may seek specific performance of Client's obligations under those sections and injunctive relief against any further violations of those sections.

(ii) Client Injunctive Relief. The parties acknowledge and agree that, if Yardi breaches any of its obligations under section 9 (Confidentiality) Client might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, if Yardi breaches any provision of section 9 (Confidentiality) Client may seek specific performance of Yardi's obligations under that section and injunctive relief against any further violations of that section.

e. **Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their permitted assigns, successors, and legal representatives.

f. **Notices.**

(i) The parties shall deliver any notice required by this Agreement by personal delivery, certified U.S. Mail return receipt requested, or established, reputable expedited delivery carrier providing proof of delivery service, and will be deemed given upon confirmed delivery to the party to whom it is intended at its record address. The record addresses of the parties are set forth below.

(ii) If to Client:
Attn: Jason Kirkpatrick
HOUSING AUTHORITY OF CLACKAMAS COUNTY
13930 Gain St
Oregon City, OR 97045

(iii) If to Yardi:
Attn: Legal Department
YARDI SYSTEMS, INC.
430 S. Fairview Ave.
Goleta, CA 93117

(iv) Either party may change its record address by giving written notice of such change to the other party.

g. **Waiver.** The waiver of a party's breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

h. **Severability.** If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.

i. **Headings.** This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

j. **Data Use.** Yardi may aggregate, compile, and use Client

Data in order to improve, develop or enhance the Licensed Programs and/or other services offered, or to be offered, by Yardi; provided that no Client Data is identifiable as originating from, or can be traced back to, Client or a Client customer, tenant or resident in such aggregated form.

k. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the agreement between the parties pertaining to this Agreement's subject matter and supercedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those inducements, representations and warranties expressly set forth in this Agreement.

l. **Non-Solicit/Non-Hire.** The parties agree not to solicit (other than a general solicitation to the public) the employment of, engage as an independent contractor, or hire, any employee of the other party while such person is an employee of the other party and until such person has not been an employee of the other party for 6 months.

m. **Modification.** The parties may only modify or amend this Agreement by a writing signed by both parties; provided, however, that Client may increase Client's licensed Designated User, property, unit, etc. count (as applicable) by delivering to Yardi a signed copy of Yardi's standard, approved form for such changes.

n. **Force Majeure.** Neither party shall be liable under this Agreement for failure or delay in performance caused by a Force Majeure Event. If a Force Majeure Event occurs, the party affected shall use commercially reasonable efforts to resume the performance excused by the Force Majeure Event.

o. **Right to Audit and Compliance.** In accordance with Yardi's obligations to credit bureaus, credit reporting agencies, and including Yardi's obligation to help prevent and detect potentially fraudulent and/or suspicious activity, Client acknowledges and agrees that Yardi may conduct random as well as regular monitoring of users' access to and use of the Yardi Cloud and Licensed Programs as they relate to this Agreement in order to validate that users are accessing and using the Yardi Cloud and Licensed Programs for legitimate purposes and in accord this Agreement. Additionally, pursuant to any obligations Yardi has, or may have, under any laws or regulations concerning the prevention of identity theft, financial fraud, money laundering, terrorist financing, etc., Client agrees to comply with any standard Yardi 'know-your-client' requirements, processes, and/or procedures.

p. **Publicity.** Client agrees that Yardi may use Client's name and logo in client listings and Yardi marketing material upon Client's approval.

q. **Compliance with Laws.** Each party agrees to comply with the provisions of all federal, state, county, and local laws, ordinances, regulations and codes directly applicable to such party.

r. **Signature; Counterparts.** This Agreement is not binding on the parties until both parties have signed it and have received a copy signed by the other party. However, both signatures need not appear on the same copy of this Agreement, so long as both signed copies have identical contents. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. Counterparts with original signatures shall be provided to the other party within 5 days of electronic transmission; however, the failure to provide the original counterpart shall have no effect on this Agreement's enforceability or binding nature. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

19. Insurance.

a. **Coverage.** Yardi shall, at its own expense, obtain and maintain throughout the duration of this Agreement the following insurance:

(i) commercial general liability insurance in an amount not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate (and including: (A) personal and advertising injury coverage in an amount not less than \$1,000,000 each occurrence, and (B) products – completed operations coverage in an amount not less than \$1,000,000 each occurrence);

(ii) automobile liability insurance (any auto) in an amount not less than \$1,000,000 combined single limit (each accident);

(iii) workers compensation insurance in an amount not less than applicable statutory limits;

(iv) employers' liability insurance in an amount not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit; AND

(v) professional liability coverage on a claims made basis (including cyber liability) in an amount not less than \$5,000,000 each claim, \$5,000,000 aggregate.

b. **Additional Insured Endorsement.** Upon Client's request, Yardi agrees to have Client named as an additional insured on Yardi's commercial general liability and automobile liability insurance policies.

c. **Certificates.** Upon Client's request after the Effective Date, Yardi agrees to provide Certificates of Insurance evidencing the coverage specified in subsections (a)(i)-(v).

20. Additional Terms and Conditions.

a. **Not-to-Exceed Contract Value.** Client represents that the total amount Client is authorized to pay for the first 5 years' Fees under this Agreement is \$800,000.00 (the "**Not-to-Exceed Contract Value**"), and Yardi acknowledges that representation. Client agrees not to: (i) renew this Agreement; (ii) request additional licenses or services under this Agreement; and/or (iii) otherwise request or accept licenses or services under this Agreement; whereby Client will exceed the Not-to-Exceed Contract Value without first securing the availability, and obtaining authorization, for such Fees.

b. **Debt Limitation.** Client represents, and Yardi acknowledges, that Client's expenditures under this Agreement are subject to the debt limitations expressly set forth in Article XI, Section 10, of the Oregon Constitution and contingent upon funds being appropriated for those expenditures.

c. **Public Contracting Requirements.** Pursuant to the public contracting requirements contained in ORS Chapter 279B.220 through 279B.235, Yardi shall:

(i) make payments promptly, as due, to all persons supplying to Yardi labor or materials for the prosecution of the work provided for in the Agreement;

(ii) pay, or cause the payment of, all contributions or amounts due the Industrial Accident Fund, if any, from: (A) Yardi; or (B) a Yardi subcontractor; as a result of Yardi's performance of this Agreement;

(iii) not permit any lien or claim to be filed or prosecuted against Client on account of any labor or material furnished;

(iv) pay the Oregon Department of Revenue all sums withheld from Yardi's Oregon employees utilized to perform services pursuant to this Agreement and pursuant to ORS 316.167;

(v) if directly applicable, pay Yardi's Oregon employees utilized to perform services under this Agreement for work in accordance with ORS 279B.235 which, to the extent directly applicable to Yardi, is incorporated into this Agreement by this reference; and

(vi) if directly applicable, comply with the prohibitions set forth in ORS 652.220, compliance of which, if directly applicable, is

a material element of this Agreement and, if directly applicable, failure to comply is a material breach subject to section 3(c) (Termination for Cause).

d. **Tax Compliance.** Yardi represents and warrants that, to the best of Yardi's knowledge, Yardi has complied, and will use commercially reasonable efforts to continue to comply throughout the Term, with all applicable Oregon (or any Oregon political subdivision) tax laws including, but not limited to and to the extent directly applicable to Yardi, ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Agreement subject to section 3(c) (Termination for Cause).

e. **Records.** Yardi shall maintain all accounting records relating to this Agreement, and any other records Yardi retains relating to Yardi's performance of this Agreement ("**Records**") during the Term and for 6 years from this Agreement's termination or expiration. Upon request, Yardi shall provide Client, the federal government, or their duly authorized representatives with copies of Yardi's Records for review, audit, copying, and transcript preparation purposes. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.

f. Attorney Fees; Jury Trial/Arbitration.

(i) Attorney Fees. No attorney fees shall be paid for, or awarded to, either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.

(ii) Jury Trial/Arbitration. Any requirements contained in this Agreement waiving a right to a jury trial or requiring binding arbitration are void.

HOUSING AUTHORITY OF CLACKAMAS COUNTY ("Client")

By: _____

Date: _____

Print Name: _____

Title: _____

YARDI SYSTEMS, INC. ("Yardi")

By: Michael Remorenko

Date: May 6, 2021

Print Name: Michael Remorenko

Title: Authorized Representative

Rev. 092520

SCHEDULE A

Fee Schedule

Yardi Pin #: 100098717

Yardi Order #: 181161

SaaS Select Annual Fees						
License	Unit of Measure (UOM)	Count	\$/UOM	\$/UOM Concession	Net \$/UOM	Annual Fee
Voyager PHA Property Management	Unit	2,100	\$25.00	(\$3.00)	\$22.00	\$46,200.00
Voyager PHA Property Management	Unit	602	\$25.00	(\$25.00)	\$0.00	\$0.00
Budgeting & Forecasting	Unit	2,702	\$5.00	(\$5.00)	\$0.00	\$0.00
Inspector General	Unit	2,702	\$2.00	(\$2.00)	\$0.00	\$0.00
Legal	Unit	2,702	\$5.00	(\$5.00)	\$0.00	\$0.00
Procure to Pay	Unit	902	\$10.00	(\$2.00)	\$8.00	\$7,216.00
RENTCafé PHA Portal Package	Unit	2,100	\$24.00	(\$4.00)	\$20.00	\$42,000.00
RENTCafé PHA Portal Package	Unit	602	\$24.00	(\$24.00)	\$0.00	\$0.00
Yardi Document Management for SharePoint	Unit	2,702	\$5.00	(\$0.50)	\$4.50	\$12,159.00
Total						\$107,575.00

Monthly Fees				
License	UOM	Count	\$/UOM	Monthly Fee
Payment Processing v2	transaction	TBD	per PPv2 Fees	TBD
Total				TBD

One-Time Fees						
Service	UOM	Count	\$/UOM	\$/UOM Concession	Net \$/UOM	One-Time Fee
Application Support Hours	hour	150	\$120.00	\$0.00	\$120.00	\$18,000.00
Application Support Hours	hour	200	\$120.00	(\$120.00)	\$0.00	\$0.00
Implementation/Training	hour	480	\$200.00	\$0.00	\$200.00	\$96,000.00
Remote Implementation/Training	hour	50	\$200.00	\$0.00	\$200.00	\$10,000.00
Conversion Services: PHA Conversion	each	1	\$10,000.00	\$0.00	\$10,000.00	\$10,000.00
Procure to Pay Remote/On-Site Implementation	each	1	\$3,200.00	\$0.00	\$3,200.00	\$3,200.00
Total						\$137,200.00

Total Fees Due		
Annual Fee		\$107,575.00
Monthly Fee	TBD	billed monthly
One-Time Fee		\$137,200.00
Sub-Total		\$244,775.00
Sales Tax		as applicable
Total Due		\$244,775.00

Additional Terms

- PAYMENT TERMS (excluding applicable taxes):** 100% payable upon execution of this Agreement.
- Client may request future paperwork to increase/decrease the licensed Unit count by a minimum of 25 Units. Client may access Yardi Client Central to increase/decrease the licensed Unit count online without a minimum.
- Property Worksheet to be provided at a later date.
- Additional terms are set forth in the following schedules to this Agreement:
 B – Yardi SaaS Subscription Services and Governance Schedule
 C – Additional Terms
- Fees are subject to increase on each Anniversary Date; such increases shall not exceed the percentage increase outlined by the U.S. Department of Labor (per the Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W); U.S. City Average table) for the preceding year.

SCHEDULE B

Yardi SaaS Subscription Services and Governance Schedule

Server Management

Yardi will provide server management for Yardi Cloud servers running the Voyager Licensed Programs per the following guidelines:

1. All Yardi Cloud servers are virtualized;
2. Yardi will allocate to Client the resources required to maintain and deliver the Voyager Licensed Program in accord with the terms of paragraphs 2 (Data and File Management) and 4 (Licensed Programs Support and Governance of Use) below;
3. All Voyager Licensed Programs production servers are configured for high availability with redundancy within the Yardi Cloud;
4. Non-production servers are not configured for high availability;
5. Yardi will provide the following managed services as they relate to the Yardi Cloud:
 - a. Installation, maintenance (Microsoft patches and upgrades) and licensing of Microsoft Operating System;
 - b. Installation, maintenance (Microsoft patches and upgrades) and licensing of Microsoft SQL Server;
 - c. Installation, maintenance (Yardi patches and upgrades) for the Licensed Programs;
 - d. Installation, maintenance (vendor patches and upgrades) and licensing of security and anti-virus software;
 - e. Installation, maintenance (vendor patches and upgrades) and licensing of monitoring software; and
6. Yardi reserves the right to upgrade the Yardi Cloud (both the physical and virtual aspects) upon notice to Client where, in Yardi's reasonable discretion, the upgrade is necessary to keep the Yardi Cloud secure and technically industry standard.

Data and File Management

Yardi will provide Voyager Licensed Program data and file management services per the following guidelines.

1. Yardi will provide Client one live and one test database for the Voyager Licensed Program.
2. Yardi will provide up to 1TB of Voyager Licensed Program Combined Storage (defined below) at no additional charge. Client may purchase additional Voyager Licensed Program Combined Storage at Yardi's then-current prevailing rate at the time of Client's request. "**Combined Storage**" means:
 - a. Voyager Licensed Program Client Data file storage on Voyager Licensed Program file servers; and
 - b. Voyager Licensed Program Client Data storage held within database servers and utilized by the Voyager Licensed Program.
3. Voyager Licensed Program production database backup files will be maintained for 14 days on a server accessible by Client via secure transfer server from which Client may retrieve the Voyager Licensed Program database backups at any time; and.
4. Voyager Licensed Program production data will be replicated in near-real-time both locally within the Voyager Licensed Program production data center, as well as to a separate, Voyager Licensed Program off-site disaster recovery location.

Client Access

Yardi will allow Client access to the Yardi Cloud via the following methods.

1. Via Internet URL to access and operate the Voyager Licensed Program Licensed Programs.
2. Via remote access the following, depending on operating requirements:
 - a. The Voyager Licensed Program's ' reports path for management of the Voyager Licensed Program support files;
 - b. A Voyager Licensed Program database-level query tool;
 - c. Voyager Licensed Program Client-server-based system administration tools provided by Yardi.

Licensed Programs Support and Governance of Use

Yardi will provide consulting and technical support for the Voyager Licensed Program per the following guidelines.

1. Implementation, consulting and support of the Voyager Licensed Program and the Voyager Licensed Program deployed components, where applicable;
2. Yardi will periodically make available to Client (at no additional cost to Client) updates, upgrades and current versions of the Voyager Licensed Program which will include corrections, enhancements, and/or improvements. Client reserves the right to refuse updates and upgrades of the Voyager Licensed Program; provided, however, that Yardi reserves the right to cease application support services for versions of the Voyager Licensed Program more than 2 years older than the latest version of the Voyager Licensed Program generally released to Yardi's clients.

Annual Fees Include

Client's annual Fees include access to the Yardi Cloud, Voyager Licensed Program, Voyager Licensed Program updates/upgrades, and one application support hour per \$1,000.00 of Client's annual Fees. Clients installing the Voyager Licensed Program for the first time shall receive 35 additional application support hours for the first year only (i.e., until Client's first Anniversary Date) at no additional charge. Yardi will debit all application support services (in ¼-hour increments with a ¼-hour minimum) against Client's above-noted Voyager Licensed Program application support allotment except when related to a Software Error. "**Software Error**" means a reproducible failure of the Voyager Licensed Program to materially perform as specified in the Voyager Licensed Program Documentation. Client acknowledges that data preparation and post conversion data clean-up is inherent in any data conversion, and such additional efforts associated with a Client data conversion – if performed by Yardi – will be debited against Client's application support service allotment. Notwithstanding the multi-year Term set forth in the Agreement, Client's annual Fees and included annual application support allotment apply for annual periods ending on each Anniversary Date, and shall not include unused application support time from prior annual periods. If Client needs additional application support hours at any time, Client may purchase additional hours at Yardi's then-current prevailing application support rate at the time Client needs the hours.

SCHEDULE C

Additional Terms

Product Terms:

1. **Payment Processing v2:** Client has read, understood, and agrees to be bound by the additional payment processing terms and conditions set forth at https://clientcentral.yardi.com/core_custompage/Payment-Processing-PP2-PayFac and incorporated into this Agreement by this reference, as they may be amended from time to time (the "**Payment Processing Terms**"); provided, however, that in the event of a conflict between the Payment Processing Terms and the Agreement, the terms of the Agreement shall control. Client agrees that such Payment Processing Terms shall govern Client's use of Yardi's Payment Services, CHECKscan, and Walk-In Rent Collection/Rent Payment Services. Client's specific pricing, below, shall take precedence over that pricing outlined in the Payment Processing Terms, so long as this section remains in effect. Client shall implement Payment Processing v2 for **2,702** Units.
 - a. **Definitions.**
 - (1) "**ACH**" means a nationwide funds transfer network that enables participating financial institutions to electronically credit, debit and settle entries to bank accounts.
 - (2) "**Chargeback**" means a Transaction that is disputed at the request of either the User or by the User's card issuer. A Chargeback will cause the amount of the original sale and a Chargeback fee to be deducted from the Client's bank account.
 - (3) "**Check 21**" means the Check for the 21st Century (Check 21) Act and all regulations pertaining to the Check 21 Act.
 - (4) "**CHECKscan**" means the process by which paper checks are scanned and converted into an electronic form for payment and automatically recorded within the software.
 - (5) "**Check Bill-Pay Payments**" means a payment made by the Check 21 payment services provided by Yardi and (if applicable) JHA MC pursuant to these Payment Processing Terms.
 - (6) "**Payment Services**" means Yardi's online payment and payment processing services with respect to Bill-Pay Payments and User charges made using Payment Network-branded payment methods and ACH methods.
 - (7) "**Retrieval Fee**" means a request made by a User for a sales draft or supporting documentation in order to substantiate a Transaction.
 - (8) "**Third Party Payment Services (TPPS)**" means any non-Yardi online payment services designated by Yardi as supported by Yardi with respect to Bill-Pay Payments and User charges made using Payment Network branded payment methods and ACH methods.
 - (9) "**Transaction**" means a debit or a credit submitted for processing by a User, including but not limited to prospective tenant application fees, tenant rent payments, other document fees, applicable service fees, and resubmission of rejected items, but not including a Bill-Pay Payment.
 - (10) "**Users**" means tenants and prospective tenants managed by Client, who make a Transaction as defined above. With respect to CONDOCafé Certificates only, Users shall mean tenants and prospective tenants managed by Client, and other third parties including but not limited to real estate brokers and attorneys who make a Transaction as defined above.
 - (11) "**Yardi Bill-Pay Payment**" and "**Bill-Pay Payment**" means the ACH or physical check payment made through Payment Processing v2.
 - b. **Fees.** In the event Client upgrades from Payment Processing Transactions to Payment Processing v2, Yardi shall continue to charge Client for Transactions at the rate previously negotiated for Payment Processing Transactions for a period of 3 months from the effective date of the document in which Payment Processing v2 was initially licensed to allow Client to implement the upgrade. In the event Client implements the upgrade in less than 3 months, Transactions shall begin to be billed at the Payment Processing v2 rates outlined below once the upgrade goes live.
 - (1) **Client-Paid Transactions:** Client acknowledges and agrees to pay the following Fees for each of the following Transactions or Bill-Pay Payment type (which apply per Transaction or Bill-Pay Payment):
 - Payment Processing (for accounts receivable):**
 - a) **CHECKscan: \$0.42**
 - b) **ACH: \$0.95**
 - c) **Signature Debit Cards:** see online terms provided in the hyperlink above
 - d) **Credit Cards:** see online terms provided in the hyperlink above
 - e) **Monthly transaction minimum:** If Client fails to meet the monthly transaction minimum outlined in Schedule A (Fee Schedule), if applicable, Yardi shall charge Client for the remaining Transactions (i.e., the Transactions required to satisfy the aforementioned monthly minimum) at the CHECKscan rate outlined above. Client will be invoiced for actual Transactions processed for nine months commencing on the effective date of the document in which Payment Processing v2 was initially licensed. Thereafter, Client will be invoiced the monthly minimum or actual usage, whichever is greater.
 - Yardi Bill-Pay (for accounts payable):**
 - a) **ACH and Check Writing via Check Bill-Pay Payments: \$1.00**
 - TPPS (for accounts receivable):**
 - a) **TPPS Change of Service: \$950.00** per addition/change to a third party payment processor
 - b) **TPPS CHECKscan:** see Payment Processing (for accounts receivables) above
 - c) **TPPS ACH:** see Payment Processing (for accounts receivables) above
 - TPPS (for accounts payable):**
 - a) **TPPS Change of Service: \$950.00** per addition/change to a third party payment processor
 - b) **TPPS ACH and Check Writing via Check Bill-Pay Payments:** see Yardi Bill-Pay (for accounts payable) above

- (2) **Tenant-Paid Transactions.** (i) Client desires that Yardi assess each User directly any Fees applicable to each User-initiated Transaction. (ii) Notwithstanding any other term to the contrary, for all Transactions that are designated by Client as the responsibility of User, any fees or charges imposed by a processing institution, correspondent bank, merchant bank or other institution other than the original Transaction Fee (such as Chargebacks and Retrieval Fees) shall at all times be the sole responsibility of Client and not User, which Client acknowledges and agrees to pay.
 - (3) The Fees set forth above may be amended by Yardi in its reasonable sole discretion. Yardi will, upon Client's written request, provide Client with the then-current schedule of Fees.
2. **RENTCafé PHA Portal Package** includes RENTCafé PHA Online Applications, RENTCafé PHA Applicant and Resident Portals, RENTCafé PHA Online Certifications, RENTCafé PHA Landlord Portal, RENTCafé Marketing, RENTCafé Prospect Portal, and RENTCafé Resident Portal.
3. **Yardi Document Management for SharePoint:** In using Yardi Document Management for SharePoint, Client acknowledges and agrees that all Client materials uploaded to SharePoint are stored in the Microsoft cloud (pursuant to Microsoft's license agreement with Client) and not the Yardi Cloud.

Allotted DUs included:

1. Agreement includes unlimited residential DUs

Implementation/Training Details:

1. Remote Implementation/Training hours are included for the following:
 - a. Yardi Document Management for SharePoint: 50 hours (subject to change upon further scoping of necessary hours to implement)

Conversion Details:

1. PHA Conversion: HAB database(s) for MTCS data file, tenant, vendor, owner, and waitlist information

Concession Details:

1. Recurring concessions outlined in Schedule A (Fee Schedule) are contingent upon Client maintaining the initial licensing and associated Fee indicated for the corresponding product. If Client reduces licensing which decreases a product's Fee by more than 10%, the product's concession shall be reduced in correlation to the Fee reduction. For example, if Client reduces a product's Fee by 50%, the annual concession for that product shall be reduced by 50%.
2. For products licensed at multiple rates: In the event Client's portfolio is expanded, additional licenses shall be added to invoicing at the highest rate being charged for the applicable product. In the event Client's portfolio is reduced, the lowest rates being charged for the applicable product shall be the first rates removed from invoicing.

Other Terms:

1. Yardi licenses/services are sold separately unless otherwise stated.
2. Client acknowledges that additional licenses/services [i.e., in addition to those initially set forth in Schedule A (Fee Schedule)] require additional Fees at Client's then-current, cumulative, CPI-increased base rate (which base rate shall be annually CPI-increased upon invoicing approximately 60 days prior to each Anniversary Date) for the additional licenses/services at the time of Client's request. Subject to: (i) at least 5 business days' prior written notice from Client; (ii) Client's execution of an amendment to the Agreement; and (iii) payment of additional Fees, Yardi will increase Client's licensed maximum number of licenses.
3. Yardi reserves the right to audit Client's database at any time solely to confirm the scope of Client's use of the Licensed Programs relative to Client's contractual license.
4. In accord with Schedule A (Fee Schedule), Client may add additional licenses/services at any time, and any associated Annual Fee increases shall be prorated from the period the addition is made through the end of Client's then-current billing cycle. Client may also remove licenses/services upon the first day of each billing period (i.e. reduce Client's Annual Fee by such removals) through the execution of future addenda or online orders placed through Yardi Client Central.
5. Client acknowledges and agrees that ETL for 1 foreign database is included with the core system, and it is to be used solely for the purpose of onboarding property data into the Client's database and with any other Yardi product for which ETL is recommended for use by Yardi to enhance product function. The foreign database included is not to be used as an interfacing tool with external systems except when ETL services are purchased separately.

SCREENING SERVICES ACTIVATION AGREEMENT

RentGrow, Inc., a Delaware corporation located at 400 Fifth Avenue, Suite 120, Waltham, MA 02451 (“RentGrow”), and

Housing Authority of Clackamas County (“Client”)
13930 Gain Street
Oregon City, OR 97045

enter into this agreement including any schedules, exhibits or other attachments (this “Agreement”) effective as of the date of the last party signature on this Agreement (“Effective Date”).

RECITAL

RentGrow provides certain Services [defined in section 1 (Definitions), below] to Client in connection with its use of the Services [defined in section 1 (Definitions), below] for managing properties owned and/or managed by Client. As a condition to accessing and using the Services and in consideration of the respective rights and obligations of the parties as set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. Definitions.

a. “Applicant” means a current or prospective tenant of a Property who has consented in writing to End-User’s use of the Services in connection with the Permissible Purpose.

b. “Confidential Information” is defined in section 6 (Confidentiality).

c. “Credit Bureau” and “CRA” mean each credit bureau such as Equifax®, Experian®, TransUnion® and other consumer reporting agency (including but not limited to LexisNexis®), individually or collectively (in whole or in part) as understood by the context wherever referenced, that furnish the credit, civil, criminal, and any other information contained in the Services for the Permissible Purpose.

d. “Eligibility Criteria” means the Applicant selection policies or standards, as set solely by Client or other responsible party such as a property owner.

e. “End-Users” means Client and Client’s employees (collectively, “Client”) who access and use Services.

f. “Fair Credit Reporting Act” or “FCRA” means 15 U.S.C. § 1681 et seq. as may be amended from time to time.

g. “Fees” means the fees identified in Schedule A (Fee Schedule), and any other fees that may become due under this Agreement

h. “Permissible Purpose” means the use of the Services by End-Users for evaluating Applicants in accordance with this Agreement, the FCRA, all other applicable local, state, and federal laws and regulations, and Schedule C (Required Supplemental Terms and Conditions).

i. “Property” or “Properties” means the property or properties and the designated units thereof expressly listed in Schedule B (Property Worksheet).

j. “Services” means the RentGrow screening and related products and solutions provided pursuant to this Agreement that contain information expressly governed by the FCRA, other applicable local, state, and federal laws and regulations and Schedule C (Required Supplemental Terms and Conditions).

k. “Tenant Screening Report” means the information from any Credit Bureau or CRA assembled, merged, and provided by RentGrow: (i) to Applicants, as required; and (ii) to

End-Users, as required.

l. “Undisputed Fees” means all Fees due from Client under this Agreement which Client does not reasonably and in good faith dispute - and provide notice of such dispute in accord with section 11(e) (Notices) - within 30 days of invoice.

2. Term and Termination; Exclusivity.

a. **Term.** This Agreement will commence on the Effective Date and shall remain in full force for 3 years (the “Initial Term”) unless earlier terminated in accord with this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive 1-year terms (each a “Renewal Term”) if: (i) neither party provides written notice of non-renewal prior to expiration of the then-current (Initial or Renewal) Term; and (ii) Client tenders payment for Fees applicable to the successive Renewal Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the “Term.”

b. **Termination.** Either party may terminate this Agreement upon written notice to the other party where: (i) there has been a material breach that is not or cannot be cured within 30 days of written notice of the material breach; or (ii) there has been a material breach and the breaching party fails to acknowledge the breach and work diligently to cure the breach within a time period that is satisfactory to the non-breaching party. Termination pursuant to this section 2(b) (Termination) shall be effective upon delivery of written notice and, where applicable, after expiration of the cure period. Notwithstanding the foregoing, RentGrow does not guarantee that any information contained in the Services will be available from any specific Credit Bureau or CRA; and in the event the Credit Bureaus or any essential CRA stops providing data to RentGrow for any reason, RentGrow may modify the Services or terminate this Agreement, in whole or in part, upon written notice.

c. **Termination for Convenience.** Following the Initial Term, Client may terminate this Agreement without cause and for its convenience upon 30 calendar days prior written notice. Upon a termination for convenience, Client shall promptly pay any Undisputed Fees owed to RentGrow as of the effective date of Client’s termination. If Client terminates this Agreement pursuant to this section 2(c) (Termination for Convenience), Client shall not be entitled to a refund of any Fees.

d. **Termination for Non-Appropriation of Funds.** Client may terminate this Agreement without cause and for its

convenience, in whole or in part, upon 30 calendar days' prior written notice in the event that Client is unable to appropriate sufficient funds for this Agreement.

e. Effect of Termination.

(i) Services Termination. Upon termination or expiration of this Agreement, RentGrow will cease providing the Services to Client and all outstanding Undisputed Fees owed, if any, shall become immediately due and payable.

(ii) Return of Confidential Information. Upon this Agreement's termination or expiration effective date, the parties shall comply with section 6(d) (Ownership and Return of Confidential Information).

f. **Survival.** The parties' obligations under, and the provisions of, sections 2(e) (Effect of Termination), 3 (Fees), 4 (Acknowledgments, Criteria and Access), 6 (Confidentiality), 7 (Warranties), 8 (Damage Limitations), 10 (Mediation) and 11 (General Provisions) shall survive this Agreement's termination or expiration.

g. **Exclusivity.** During the term of this Agreement, Client shall use RentGrow as the exclusive provider of tenant screening with respect to the Properties identified in Schedule B (Property Worksheet).

3. Fees.

a. **Fees.** Client expressly acknowledges and agrees to pay RentGrow the Fees for its use of the Services in accordance with Schedule A (Fee Schedule) and to provide and keep current all billing-related information to be provided by Client in Schedule D (Required Billing and Invoicing Information). Client further expressly acknowledges and agrees that it, and not any other party (such as, by way of example, a third party Property owner), is solely responsible for paying to RentGrow all Fees for the Services actually used by Client, even if Client used the Services in connection with the management of Property that Client no longer manages or owns, and is solely responsible for the consequences of any delays caused by incorrect, outdated or incomplete information provided in Schedule D (Required Billing and Invoicing Information).

b. **Failure to Pay.** Client's failure to timely pay any Undisputed Fees when due is a material breach subject to the terms of section 2(b) (Termination). Additionally, Client expressly acknowledges and agrees that: (i) Undisputed Fees shall accrue interest from their due date until paid at the rate of 1.5% per month or the maximum rate allowed under applicable law whichever is greater; and (ii) if Client fails to timely cure a material breach for non-payment of Undisputed Fees, RentGrow may suspend the Services in whole or in part.

c. **Taxes.** The Fees are exclusive of any tariff, duty, or tax (exclusive of taxes based on RentGrow's net income), however designated, levied, or based, that apply to the Services provided under this Agreement.

d. **Partial Fee Disputes.** If Client reasonably and in good faith disputes any Fees, Client agrees that any undisputed portion of such Fees are Undisputed Fees and Client agrees to timely pay any such Undisputed Fees.

4. Acknowledgements, Certifications, Criteria, Access, and Location.

a. **Acknowledgements, Certifications and Required Supplemental Terms and Conditions.** As an express con-

dition of accessing and using the Services, Client acknowledges, certifies and agrees that: (i) all End-Users shall do so only for the Permissible Purpose; (ii) all End-Users are bound by and solely responsible for compliance with all terms and conditions in this Agreement (including Schedule C (Required Supplemental Terms and Conditions), the full text of which is located and available on-line at: <https://www.rentgrow.com/us-screening-schedule-c> or as RentGrow may otherwise make available to Client), the FCRA, and all other local, state and federal laws and regulations (including all statutory penalties asserted or imposed) that apply to End-Users; and that (iii) any aspect of the Services that fulfil End-User obligations under any local, state or federal law are offered as a courtesy but are not intended to, and shall not, shift any statutory or any other legal obligations from End-User to RentGrow.

b. **Tenant Eligibility Criteria.** Client is solely and exclusively responsible for establishing the Eligibility Criteria for each Property. RentGrow plays no role whatsoever in determining the Eligibility Criteria for any Property, plays no role in any tenancy decisions and does not guarantee the effectiveness of Client's Applicant selection policies or the accuracy of any Credit Bureau, CRA or other information delivered by way of the Services or in a Tenant Screening Report.

c. **Access to and Use of the Services.** Only End-Users are authorized to access and use the Services, and shall only do so for the Permissible Purpose. End-Users may be added or replaced, free of charge, however: (i) each End-User must have a unique password or user-ID with which to access or use the Services; (ii) user-IDs and passwords must be immediately revoked when an End-User is no longer authorized to access or use the Services; (iii) End-User passwords and user-IDs may not be shared or used by more than 1 individual End-User; and (iv) Client shall keep and maintain an accurate list of its currently authorized End-Users and shall provide such list to RentGrow upon request. If any user of Client's Voyager software has access to the Services and is not an End-User, Client shall require and ensure that such user first executed, directly with RentGrow, a Screening Services Activation Agreement or equivalent. Notwithstanding the foregoing, **any unauthorized access to or use of the Services by anyone shall entitle RentGrow to immediately suspend or terminate part or all of the Services.**

d. **Right to Audit and Compliance.** In accordance with RentGrow's obligations to the Credit Bureaus and some CRAs, including RentGrow's obligation to help prevent and detect potentially fraudulent and/or improper activity, Client acknowledges and agrees to comply with applicable RentGrow 'know-your-client' (KYC) compliance and verification requirements, processes, and procedures. Additionally, as necessary for RentGrow to meet its obligations to any Credit Bureau, CRA, or under any applicable local, state, or federal law or regulation, Client further acknowledges and agrees that RentGrow may monitor access to and use of the Services to ensure compliance with the terms of this Agreement, including but not limited to section 4(a) (Acknowledgements, Certifications and Required Supplemental Terms and Conditions).

e. **Shared Location.** In the event Client operates from a physical location or on a server or network (the "Location") that is shared with a third party business (a "Company"), Client acknowledges and represents that: (i) Client is legally entitled to operate at or on the Location shared with Company; and (ii) Client shall expressly prohibit and physically and/or electronically prevent Company from accessing or using the Services in any manner or for any purpose whatsoever.

5. Software Title.

Non-Transfer. All right, title, and interest in and to any RentGrow software or any software of its parent or subsidiary companies (collectively for purposes of this Agreement, "**RentGrow Software**") used as part of the Services shall remain exclusively with RentGrow or its parent or subsidiary company. No title transfer is intended or executed by this Agreement.

6. Confidentiality

a. **Confidential Information Definition.** "**Confidential Information**" means all non-public information including, without limitation: (i) patent, copyright, trade secret, and other proprietary information; (ii) RentGrow Software; (iii) a party's financial information; (iv) customer lists, business forecasts, sales and marketing plans; (v) the Services; (vi) the prices offered or paid per this Agreement; (vii) the content and data comprising the Services; and (viii) any information disclosed by a party (a "**Disclosing Party**") to the other party (a "**Receiving Party**"), or to which a Receiving Party is exposed because of this Agreement; (ix) any information that the Disclosing Party identifies as confidential at the time of disclosure; or (x) any information which, by its nature, reasonably should be regarded as confidential.

b. **Nondisclosure and Nonuse Obligations.** Each Receiving Party agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of a Disclosing Party to any third party. A Receiving Party may use a Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. A Receiving Party's employees and contractors may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. A Receiving Party's employees and contractors may not use Confidential Information in any way that may compete with a Disclosing Party. Each Receiving Party agrees that it will treat all Confidential Information with the same degree of care as that Receiving Party accords its own Confidential Information, but in no event less than reasonable care. Each Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and contractors who need to know such information, and each Receiving Party certifies that such employees and contractors have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions at least as restrictive as those applicable to the Receiving Party under this Agreement. A Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of that Disclosing Party's Confidential Information and agrees to assist that Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. **Exclusions from Nondisclosure and Nonuse Obligations.** Each Receiving Party's obligations under section 6(b) (Nondisclosure and Nonuse Obligations) shall not apply to Confidential Information that the Receiving Party can document: (i) was (through no fault of the Receiving Party) in the public domain at or subsequent to the time the information was received from the Disclosing Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by a Disclosing Party. A Confidential In-

formation disclosure by a Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law; or (C) necessary to establish the rights of a party under this Agreement, shall not be a breach of this Agreement by a Receiving Party or a waiver of confidentiality for other purposes; provided, however, the Receiving Party shall provide prompt prior written notice of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. Notwithstanding anything to the contrary in this Agreement, both parties expressly acknowledge and agree that Client's obligations under this Agreement are subject to the Oregon Public Records Law, Oregon Revised Statutes ("**ORS**") Chapter 192 *et. seq.*, and any other applicable state or federal law. While Client will make good faith efforts to perform under this Agreement, Client's disclosure of Confidential Information, in whole or in part, will not be a breach of this Agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes. If Client is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, Client shall notify RentGrow within a reasonable period of time of the request. RentGrow is exclusively responsible for defending RentGrow's position concerning the confidentiality of the requested information. Client is not required to assist RentGrow in opposing disclosure of Confidential Information.

d. **Ownership and Return of Confidential Information and Other Materials.** Each Disclosing Party's Confidential Information is and shall remain the property of the Disclosing Party, and this Agreement does not grant or imply any license or other rights to a Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within 5 business days after a Disclosing Party's request, the Receiving Party will promptly either, at the Disclosing Party's election, destroy or deliver to the Disclosing Party all Confidential Information and materials furnished to the Receiving Party, and provide a company officer's written certification of compliance with said destruction or delivery.

e. **Third Party Information Disclosure.** A Disclosing Party shall not communicate any information to a Receiving Party in violation of the confidentiality, privacy, or proprietary rights of any third party.

7. Warranties.

a. **Warranty Disclaimer (as between RentGrow and Client only).** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, RENTGROW DISCLAIMS ALL WARRANTIES WITH REGARD TO THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

b. **Warranty Disclaimer (as between Client and each Credit Bureau only).** SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).

8. Damage Limitations.

a. **Damage Waiver (as between RentGrow and Client only).** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8(g)(i) [EXCEPTIONS (as between RentGrow and Client only)], REGARDLESS OF ANY OTHER PROVISION IN

THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

b. **Damage Waiver** (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).

c. **Liability Limit** (as between RentGrow and Client only). EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8(g)(ii) [LIABILITY LIMIT (as between RentGrow and Client only) EXCEPTIONS] AND 8(h) [ALTERNATE LIMIT (as between RentGrow and Client only)], IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT [BUT EXCLUDING SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS)], AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, RENTGROW'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE FEES PAID BY CLIENT TO RENTGROW FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT(S) GIVING RISE TO THE LIABILITY.

d. **Liability Limit** (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).

e. **Non-Reliance Release** (as between RentGrow and Client only). CLIENT RELEASES RENTGROW AND ITS AGENTS, EMPLOYEES, AND INDEPENDENT CONTRACTORS FROM LIABILITY FOR: (i) ANY NEGLIGENCE RELATED TO OR IN CONNECTION WITH THE INFORMATION PROVIDED AS PART OF THE SERVICES (BUT EXCEPTING, FOR THE AVOIDANCE OF DOUBT, YARDI'S GROSS NEGLIGENCE OF WILLFUL MISCONDUCT); AND (ii) ANY LOSS OR EXPENSE RESULTING, DIRECTLY OR INDIRECTLY, FROM INFORMATION DERIVED FROM THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE CREDIT BUREAUS.

f. **Non-Reliance Release** (as between Client and each Credit Bureau only). SEE SCHEDULE C (REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS).

g. **Exceptions** (as between RentGrow and Client only).

(i) Damage Waiver (as between RentGrow and Client only) Exceptions. THE DAMAGE WAIVER SET FORTH IN SECTION 8(a) [DAMAGE WAIVER (as between RentGrow and Client only)] SHALL NOT APPLY TO: (A) CLIENT'S BREACH OF SECTIONS 4(c) (ACCESS TO AND USE OF THE SERVICES) OR 5 (SOFTWARE TITLE); (B) A PARTY'S BREACH OF SECTION 6 (CONFIDENTIALITY); OR (C) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(ii) Liability Limit (as between RentGrow and Client only) Exceptions. THE LIABILITY LIMIT SET FORTH IN SECTION 8(c) [LIABILITY LIMIT (as between RentGrow and Client only)] SHALL NOT APPLY TO DAMAGES RE-

SULTING FROM RENTGROW'S: (A) BREACH OF SECTION 6 (CONFIDENTIALITY); OR (B) GROSS NEGLIGENCE OF WILLFUL MISCONDUCT.

h. **Alternate Limit** (as between RentGrow and Client only). TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CLIENT AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT FOR BREACH OF RENTGROW'S OBLIGATIONS AS EXPRESSLY SET FORTH IN SECTION 12 (APPLICANT DATA SECURITY), RENTGROW'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE AMOUNT THAT IS TWICE THE FEES PAID BY CLIENT TO RENTGROW PURSUANT TO THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT(S) GIVING RISE TO THE LIABILITY.

9. **Assignment.**

RentGrow may assign, sell, convey, pledge, or otherwise transfer this Agreement, in whole or in part and with or without notice, to its parent company, a wholly owned subsidiary, or a wholly owned subsidiary of its parent company; and Client may assign, sell, convey, pledge, or otherwise transfer this Agreement provided it has the express prior written consent of RentGrow, which RentGrow may withhold for any reason. Any other attempted assignment, sale, conveyance, pledge, or other transfer of this Agreement is void and a material breach of this Agreement.

10. **Mediation.**

a. **Informal Dispute Resolution; Condition Precedent.** If any dispute between the parties arises at any time in connection with this Agreement, the parties shall, acting reasonably and in good faith, first attempt to promptly resolve the dispute amicably by engaging in direct negotiations. If the parties are unable to come to a mutual agreement after good faith discussions through direct negotiations within 30 days immediately following notice from one party to the other of its desire to have a dispute resolved, then RentGrow shall submit such dispute to its appropriate VP and Client shall submit such dispute to its Finance Director. If the dispute is not resolved by RentGrow's appropriate VP and Client's Finance Director within 30 days immediately following the commencement of their discussions, then RentGrow shall submit the dispute to its General Counsel and Client shall submit the dispute to its Executive Director. If the dispute is not resolved by RentGrow's General Counsel and Client's Executive Director within 30 days immediately following the commencement of their discussions, then, before either party may seek relief from a court, either party may serve upon the other at its principal place of business a request for mediation which both parties agree is a mandatory condition before either party may seek relief from a court. For the avoidance of any doubt, neither party may file an action against the other in any court, or initiate any other legal proceeding, unless and until the party seeking to do so has first requested a mediation hearing and made a good faith effort to complete the mediation process provided in this Agreement. Notwithstanding the foregoing, nothing in this section 10(a) (Informal Dispute Resolution; Condition Precedent) prevents a party from seeking urgent injunctive or equitable relief.

b. **Mediation Process.** The parties will select a neutral, independent mediator with experience in the relevant subject matter. The parties shall conduct the mediation not less than 10 or more than 20 days from the date the party requesting mediation gives notice of the request for mediation to the other party. The parties shall conduct the mediation in Clackamas

County, Oregon. The parties shall equally bear the mediation costs.

c. **Mediation Confidentiality.** The parties shall maintain the mediation proceedings in confidence and shall not disclose to third persons the statements made therein by the other parties or the mediator. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given. No writing prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation, is admissible or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given. All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or a mediation consultation shall remain confidential. Evidence otherwise admissible or subject to discovery outside of a mediation or a mediation consultation shall not be or become inadmissible or protected from disclosure solely by reason of its introduction or use in a mediation or a mediation consultation.

d. **Mediation Statements; Attendee Authority.** At least 5 days before the date of the mediation, each party shall provide the mediator and the other party with a statement of its position and copies of supporting documents. Each party shall send to the mediation a person who has authority to bind the party.

e. **Non-Binding.** If a party participates in good faith in a mediation and is dissatisfied with the outcome, that party may then invoke all legal rights and remedies available to the party at law or in equity .

11. General Provisions.

a. **Independent Contractor Status.** The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, joint venturers, or any other form of joint enterprise, or to make the employees, agents, or representatives of 1 of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of any other party, and no party to this Agreement shall have any express or implied right to bind any other party to any contract, agreement, or undertaking with any third party.

b. **Governing Law.** This Agreement shall be governed and determined by the laws of the United States and the State of Oregon as such laws are applied to agreements made and performed entirely within the State of Oregon.

c. **Venue.** Any action or proceeding related to or arising out of this Agreement shall be resolved only in a court of competent jurisdiction in Clackamas County, State of Oregon, and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

d. **Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their permitted assigns, successors, and legal representatives.

e. **Notices.**

The parties shall deliver any notice required by this Agreement by personal delivery, by certified U.S. Mail return receipt requested, or by an established, reputable overnight delivery carrier that provides traceable proof of delivery (such as FedEx®), and will be deemed given upon confirmed delivery to the party to whom it is intended at its address of record. The addresses of record of Client and RentGrow, all of which must be included on any notices under this section, are as follows:

If to Client:

Attn: Jason Kirkpatrick
HOUSING AUTHORITY OF CLACKAMAS COUNTY
13930 Gain Street
Oregon City, OR 97045

If to RentGrow:

RENTGROW, INC.
C/O: YARDI SYSTEMS, INC. LEGAL DEPARTMENT
430 S. Fairview Ave.
Goleta, CA 93117

A party may change its address of record or notice recipient by giving written notice of such change in accordance with this section.

f. **Waiver.** The waiver of a party's breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

g. **Severability.** If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.

h. **Headings.** This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

i. **Data Use.** Subject to RentGrow's obligations pursuant to section 11(n) (Compliance with Laws), RentGrow and its parent, subsidiary or affiliated companies may aggregate, compile, and use information derived from the provision of the Services in order to improve, develop or enhance the Services and/or other services offered, or to be offered, by RentGrow, its parent company, or their affiliated companies; provided that no personally identifiable information belonging to Client or any Applicant is identifiable as originating from, or can be traced back to, Client or any Applicant.

j. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the agreement of the parties pertaining to this Agreement's subject matter and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor has any party relied on, any representation or warranty except those inducements, representations and warranties expressly set forth in this Agreement.

k. **Non-Solicit/Non-Hire.** The parties agree not to solicit (other than a general solicitation to the public) the employment of, engage as an independent contractor, or hire, any employee of any other party while such person is an employee of the other party and until such person has not been an employee of the other party for 6 months.

l. **Modification.** Except as expressly set forth elsewhere in this Agreement, the parties may only modify or

amend this Agreement in a writing signed by an authorized representative of each party.

m. **Force Majeure.** Neither party to this Agreement shall be liable to the other party for a failure of or delay in performance caused by a Force Majeure Event. If a Force Majeure Event occurs, the party affected shall use commercially reasonable efforts to resume the performance excused by the Force Majeure Event. As used in this Agreement, "**Force Majeure Event**" means any event beyond the reasonable control of the party affected by such event, including without limitation, fire, weather, earthquake, explosion, casualty, strike, war, riot, civil disturbance, act of God, acts or omission of any third party, any state or national law, decree, or ordinance, or any executive or judicial order.

n. **Compliance with Laws.** Each party agrees to comply with the provisions of all federal, state, county, and local laws, ordinances, regulations, and codes directly applicable to such party.

o. **Signature; Counterparts.** This Agreement is not binding on the parties until it has been signed and a copy received by all parties. However, signatures need not appear on the same copy of this Agreement, so long as signed copies have identical contents. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. Counterparts with original signatures shall be provided to the other party within 5 days of electronic transmission or as soon thereafter as is reasonably practicable; however, the failure to provide original counterparts shall have no effect on this Agreement's enforceability or binding nature. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

12. Applicant Data Security. To the extent Applicant Data is or becomes 'Client Data' under the separate SaaS Subscription Agreement between Client and Yardi Systems, Inc. (the "**SaaS Agreement**"), the SaaS Agreement shall govern with respect to the security thereof. To the extent Applicant Data is not 'Client Data' under the SaaS Agreement, RentGrow shall implement and enforce physical, technical, and administrative safeguards reasonably designed to prevent unauthorized third-party access to Applicant Data. Except for RentGrow's gross negligence or willful misconduct, RentGrow shall not be liable to Client in the event that RentGrow's adherence to the foregoing safeguards fails to prevent unauthorized third party access to Applicant Data. Nothing in this section shall constitute a representation or warranty by RentGrow that Applicant Data will be inaccessible to unauthorized third parties.

13. Insurance.

a. **Coverage.** RentGrow shall, at its own expense, obtain and maintain throughout the duration of this Agreement the following insurance:

(i) commercial general liability insurance in an amount not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate (and including: (A) personal and advertising injury coverage in an amount not less than \$1,000,000 each occurrence, and (B) products – completed operations coverage in an amount not less than \$1,000,000 each occurrence);

(ii) automobile liability insurance (any auto) in an amount not less than \$1,000,000 combined single limit (each accident);

(iii) workers compensation insurance in an amount not less than applicable statutory limits;

(iv) employers' liability insurance in an amount not less

than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit; AND

(v) professional liability coverage on a claims made basis (including cyber liability) in an amount not less than \$5,000,000 each claim, \$5,000,000 aggregate.

b. **Additional Insured Endorsement.** Upon Client's request, RentGrow agrees to have Client named as an additional insured on RentGrow's commercial general liability and automobile liability insurance policies.

c. **Certificates.** Upon Client's request after the Effective Date, RentGrow agrees to provide Certificates of Insurance evidencing the coverage specified in subsections (a)(i)-(v).

14. Additional Terms and Conditions.

a. **Not-to-Exceed Contract Value.** Client represents that the total amount Client is authorized to pay for the first 3 years' Fees under this Agreement is \$90,000.00 (the "**Not-to-Exceed Contract Value**"), and RentGrow acknowledges that representation. Client agrees not to: (i) renew this Agreement; (ii) request additional Services under this Agreement; and/or (iii) otherwise request or accept Services under this Agreement; whereby Client will exceed the Not-to-Exceed Contract Value without first securing the availability, and obtaining authorization, for such Fees.

b. **Debt Limitation.** Client represents, and RentGrow acknowledges, that Client's expenditures under this Agreement are subject to the debt limitations expressly set forth in Article XI, Section 10, of the Oregon Constitution and contingent upon funds being appropriated for those expenditures.

c. **Public Contracting Requirements.** Pursuant to the public contracting requirements contained in ORS Chapter 279B.220 through 279B.235, RentGrow shall:

(i) make payments promptly, as due, to all persons supplying to RentGrow labor or materials for the prosecution of the work provided for in the Agreement;

(ii) pay, or cause the payment of, all contributions or amounts due the Industrial Accident Fund, if any, from: (A) RentGrow; or (B) a RentGrow subcontractor; as a result of RentGrow's performance of this Agreement;

(iii) not permit any lien or claim to be filed or prosecuted against Client on account of any labor or material furnished;

(iv) pay the Oregon Department of Revenue all sums withheld from RentGrow's Oregon employees utilized to perform services pursuant to this Agreement and pursuant to ORS 316.167;

(v) if directly applicable, pay RentGrow's Oregon employees utilized to perform services under this Agreement for work in accordance with ORS 279B.235 which, to the extent directly applicable to RentGrow, is incorporated into this Agreement by this reference; and

(vi) if directly applicable, comply with the prohibitions set forth in ORS 652.220, compliance of which, if directly applicable, is a material element of this Agreement and, if directly applicable, failure to comply is a material breach subject to section 2(b) (Termination).

d. **Tax Compliance.** RentGrow represents and warrants that, to the best of RentGrow's knowledge, RentGrow has complied, and will use commercially reasonable efforts to continue to comply throughout the Term, with all applicable Oregon (or any Oregon political subdivision) tax laws including, but not limited to and to the extent directly applicable to RentGrow, ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material

breach of this Agreement subject to section 2(b) (Termination).

in this Agreement waiving a right to a jury trial or requiring binding arbitration are void.

e. **Records.** RentGrow shall maintain all accounting records relating to this Agreement, and any other records RentGrow retains relating to RentGrow's performance of this Agreement ("**Records**") during the Term and for 6 years from this Agreement's termination or expiration. Upon request, RentGrow shall provide Client, the federal government, or their duly authorized representatives with copies of RentGrow's Records for review, audit, copying, and transcript preparation purposes. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.

f. **Attorney Fees; Jury Trial/Arbitration.**

(i) Attorney Fees. No attorney fees shall be paid for, or awarded to, either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.

(ii) Jury Trial/Arbitration. Any requirements contained

RENTGROW, INC. ("RentGrow")

HOUSING AUTHORITY OF CLACKAMAS COUNTY ("Client")

By: Michael Remorenko _____
Date: May 6, 2021 _____
Print Name: Michael Remorenko _____
Title: Authorized Representative _____

By: _____
Date: _____
Print Name: _____
Title: _____

Rev. 02022020

SCHEDULE A

Fee Schedule

RentGrow/Screening PIN #: 100052653
RentGrow/Screening Order #: 183500

ScreeningWorks Services Monthly Fees					
License	Unit of Measure (UOM)	\$/UOM	\$/UOM Concession	Net \$/UOM	Total Fee/Screen
Premium Credit Screening and Social Security Fraud Check	transaction	\$7.00	(\$2.00)	\$5.00	\$5.00
Premium National Criminal Screening	transaction	\$12.00	(\$4.00)	\$8.00	\$8.00
Supplemental Criminal Search	transaction	\$9.00	(\$1.00)	\$8.00	\$8.00
Civil Court Records	transaction	\$4.00	(\$1.00)	\$3.00	\$3.00
Rental Payment History Screening	transaction	\$1.00	\$0.00	\$1.00	\$1.00
The Work Number	transaction	\$10.00	\$0.00	\$10.00	\$10.00
The Work Number Social Services Verification (SSV)	transaction	\$25.00	\$0.00	\$25.00	\$25.00
Business Credit Reports	transaction	\$50.00	\$0.00	\$50.00	\$50.00
International Credit Search	transaction				billed to applicant

Additional Terms

- 1) **PAYMENT TERMS FOR MONTHLY FEES:** In accordance with the terms in section 3 (Fees), Client agrees to pay charges shown on this Schedule A (Fee Schedule) within 30 days of invoice. All prices, Fees and payment terms shall be subject to change by RentGrow upon 30 days prior written notice.
- 2) **TAXES:** Client agrees to pay, as applicable, any state or local excise, sales, use or other tax (except income taxes or corporate excise taxes) imposed on RentGrow resulting from this Agreement. Any such taxes paid for by RentGrow shall be reimbursed by Client.
- 3) Additional terms are set forth in the following schedules to this Agreement:
 - B – Property Worksheet
 - C – Required Supplemental Terms and Conditions
 - D – Required Billing and Invoicing Information
 - E – International Credit Services Additional Terms
 - F – The Work Number Services Additional Terms
- 4) **SERVICES TERMS:**
 - a. **Premium National Criminal Screening** includes national criminal search, national sex offender search, and OFAC/SDN Terrorist search
 - b. **Supplemental Criminal Search** are included for the following states because they provide limited criminal data to national repositories: AL, CA, CO, DC, DE, ID, LA, MA, NV, SD, VA, WY.
 - c. **Civil Court Records** pertain to landlord and tenant disputes
 - d. **Rental Payment History Screening** includes records from the Experian RentBureau National Rental Data Exchange and collections data from multi-family collection agencies
 - e. **The Work Number** is real-time verification of current income and employment. A charge only applies when a record is found.

SCHEDULE B

Property Worksheet

RentGrow/Screening PIN #: 100052653
RentGrow/Screening Order #: 183500

Property Worksheet Terms

a. **Property Information.** In order to access and use the Services, and to remain compliant with the FCRA and applicable law, Client or its designated POC (defined below, which may be or include Property Manager) must provide certain information, including but not limited to, information about the Properties for which the Services will be utilized (the “**Property Information**”). Client or its POC shall be responsible for: (a) providing true, accurate, current, and complete information in the RentGrow and/or Yardi Systems, Inc. (your property management software provider) Service application forms and as otherwise reasonably requested by RentGrow; and (b) maintaining and promptly updating Property Information so that it remains true, accurate, current, and complete during the term of this Agreement.

Client understands and acknowledges that if Client or its POC provides any Property Information that is untrue, inaccurate, not current, or incomplete, regardless of where the information originated, or if RentGrow has reasonable grounds to suspect such information is untrue, inaccurate, not current, or incomplete, RentGrow may suspend or terminate all or part of the Services.

b. **Designated Client Point(s) of Contact (POC).** Client shall appoint POCs, below, for the Property(ies) indicated. RentGrow shall have no obligation to contact or communicate with any other persons regarding this Schedule B (Property Worksheet) except as indicated in section 11(e) (Notices). Each POC shall be an authorized End-User physically located at the Property for which he or she has been designated. Only the designated POC is authorized to add new End-Users, except that if the Services are accessed through Client’s Voyager software, Client shall ensure that any Designated User of said Voyager software that also has access to the Services shall also be an End-User.

Property Name	Property Type	Units	Street Address	City	State	Zip	Property Phone	Property Manager	Property Manager Email
Oregon City View Manor	Public Housing	100	200 S. Longview Way #1-100, Oregon City, OR 97045	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Housing Choice Voucher	TPB/PBV/RAD	1,669	13930 Gain St	Oregon City	OR	97045	503-505-0361	Debbie Greene	debbieg@clackamas.us
Shelter Plus Care	CoC Rent Assistance	34	13930 Gain St	Oregon City	OR	97045	503-505-0361	Debbie Greene	debbieg@clackamas.us
VASH	Vouchers	146	13930 Gain St	Oregon City	OR	97045	503-505-0361	Debbie Greene	debbieg@clackamas.us
FYI	Vouchers	25	13930 Gain St	Oregon City	OR	97045	503-505-0361	Debbie Greene	debbieg@clackamas.us
Mainstream	Vouchers	214	13930 Gain St	Oregon City	OR	97045	503-505-0361	Debbie Greene	debbieg@clackamas.us
Regional Long Term Rent Assistance	State Rent Assistance	250	13930 Gain St	Oregon City	OR	97045	503-351-2496	Toni Karter	tonikar@clackamas.us
Scattered Site Proj 006	Public Housing	1	1056 Birchwood Dr, C, Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1062 Birchwood Dr, B, Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1062 Birchwood Dr, D, Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	Birchwood Apartments, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	VARIOUS, , VARIOUS, OR	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1062 Birchwood Dr, C, Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1056 Birchwood Dr, D, Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1056 Birchwood Dr., A, Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1054 Birchwood Common Area, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1060 Birchwood Common Area, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1060 Birchwood Dr., , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1062 Birchwood Dr., , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1056 Birchwood Dr., , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1058 Birchwood Dr., , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1052 Birchwood Dr., , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Site Proj 006	Public Housing	1	1054 Birchwood Dr., , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us

Scattered Sites Proj 007	Public Housing	1	5581 SE Jennings Av, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	6536 SE Hemlock St, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	9650 SE 75th Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	10160 SE Helena St, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	11635 SE 31st Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	12205 SE 67th Ct, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	960 Donna Lynn Wy, , Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	22010 S Leslie Av, , Beavercreek, OR 97004	Beavercreek	OR	97004	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	15141 S Redland Rd, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	1770 SE River Glen Ct, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	5125 SE Rainbow Ln, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	9801 SE Bell Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	6606 SE Hemlock, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	10095 SE Brandeis St, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	15665 SE 102nd Av, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	13316 Clairmont Wy, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	9475 SE 40th Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	39800 Wolf Dr, , Sandy, OR 97055	Sandy	OR	97055	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	12923 SE 26th Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	12315 SE 65th Ct, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	18895 S Lafayette Av, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	18960 Lafayette Av, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	40120 McCormick Dr, , Sandy, OR 97055	Sandy	OR	97055	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	6708 SE Hazel St, , Portland, OR 97206	Portland	OR	97206	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	10145 SE Brandeis St, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	186 NW Zobrist St, , Estacada, OR 97023	Estacada	OR	97023	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	7271 SE Drew St, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	40130 McCormick Dr, , Sandy, OR 97055	Sandy	OR	97055	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	9811 SE Bell Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	39850 Wolf Dr, , Sandy, OR 97055	Sandy	OR	97055	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	7281 SE Drew St, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	10672 SE 77th Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 007	Public Housing	1	3896 SE Spaulding Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18722 SE River Rd, B, Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18722 SE River Rd, C, Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18722 SE River Rd #D, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	39130 Clayton Ct, , Sandy, OR 97055	Sandy	OR	97055	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	4320 Kelly St, , West Linn, OR 97068	West Linn	OR	97068	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	4343 Grant St, , West Linn, OR 97068	West Linn	OR	97068	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	River Road Complex, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18375 Dahlager St, , Sandy, OR 97055	Sandy	OR	97055	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	2160 Nolan Ln, , West Linn, OR 97068	West Linn	OR	97068	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	2150 Nolan Ln, , West Linn, OR 97068	West Linn	OR	97068	(503) 849-2107	Craig Beals	craigbeals@clackamas.us

Scattered Sites Proj 008	Public Housing	1	18726 SE River Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18718 SE River Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	2190 Nolan Ln, , West Linn, OR 97068	West Linn	OR	97068	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18720 SE River Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	39125 Clayton Ct, , Sandy, OR 97055	Sandy	OR	97055	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18724 SE River Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18425 Meinig Av, , Sandy, OR 97055	Sandy	OR	97055	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18714 SE River Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	4333 Grant St, , West Linn, OR 97068	West Linn	OR	97068	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18728 SE River Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	9644 SE 32nd Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18722 SE River Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	18716 SE River Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	9666 SE 32nd Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 008	Public Housing	1	9622 SE 32nd Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	8862 SE Fuller Rd, , Portland, OR 97266	Portland	OR	97266	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	11059 SE 79th Ct, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	18325 Tryon Ct, , Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	18320 Scott Court #B, , Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	18320 Scott Ct, C, Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	18345 Tryon Ct, , Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	18320 Scott Ct Common Area, , Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	8920 SE Fuller Rd, , Portland, OR 97266	Portland	OR	97266	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	17118 SE Shadow Ct, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	2200 SW 16th St, , West Linn, OR 97068	West Linn	OR	97068	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	8737 SE 28th Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	17116 SE Shadow Ct, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	18365 Tryon Ct, , Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	507 NE Carole St, , Estacada, OR 97023	Estacada	OR	97023	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	377 NE Oakview Dr, , Estacada, OR 97023	Estacada	OR	97023	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	17120 SE Shadow Ct, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	11406 S Forest Ridge Rd, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	12851 SE 20th Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	11039 SE 79th Ct, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	11022 SE 79th Ct, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	11042 SE 79th Ct, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	401 NE Oakview Dr, , Estacada, OR 97023	Estacada	OR	97023	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	18320 Scott Ct, , Gladstone, OR 97027	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 010	Public Housing	1	2520 Pine Ln, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 011	Public Housing	1	16747 SE Oatfield Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 011	Public Housing	1	16777 SE Oatfield Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 011	Public Housing	1	16799 SE Oatfield Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 011	Public Housing	1	16739 SE Oatfield Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us

Scattered Sites Proj 012	Public Housing	1	454 SW Hawthorne Rd, , Estacada, OR 97023	Estacada	OR	97023	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	1149 Meadowview Ct, , West Linn, OR 97068	West Linn	OR	97068	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	10508 SE 47th Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	13642 SE 116th Ct, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	5200 SE King George Ct, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	37390 Sandy Heights St, , Sandy, OR 97055	Sandy	OR	97055	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	12775 SE 22nd Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	11620 SE Mather Rd, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	2095 SE Pinelane St, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	809 Buchanan St, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	811 Buchanan St, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	423 Latourette St, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	2780 Oxford St, , West Linn, OR 97068	West Linn	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	13443 SE 119th Ct, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	8455 SE Roots Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	4040 SE Harrison St, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	954 Prospect St, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	12890 SE 24th Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	6449 SE Fern St, , Portland, OR 97206	Portland	OR	97206	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	459 Hilda St, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	1121 Hughes St, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	5913 SE Willow St, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	11677 S Salmonberry Dr, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	29885 SW Montebello Dr, , Wilsonville, OR 97070	Wilsonville	OR	97070	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	4957 SE Harrison St, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	3060 SE Park Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	11403 SE 32nd Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	2859 SE Malcolm St, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	29875 SW Montebello Dr, , Wilsonville, OR 97070	Wilsonville	OR	97070	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	8775 SE Spencer Dr, , HAPPY VALLEY, OR 97086	Happy Valley	OR	97086	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	14435 SE Lee Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	8520 SE Gray St, , Portland, OR 97266	Portland	OR	97266	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	15021 SE Linden Ln, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	462 SW Hawthorne Rd, , Estacada, OR 97023	Estacada	OR	97023	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	19354 Whitney Ln, , Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	260 E Jersey St, , Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	250 E Jersey St, , Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	9680 SE 74th Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 012	Public Housing	1	17610 SE Rose St, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	8535 SE Jennings Av, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	9815 SE Amherst St, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	17700 SE Cook St, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	1388 SE Teddy Ln, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us

Scattered Sites Proj 019	Public Housing	1	1135 SE Dohn Ct, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	13444 SE 119th Ct, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	9509 SE 74th Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	17651 SE Rose St, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	6705 SE Hazel St, , Portland, OR 97206	Portland	OR	97206	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	13673 SW 64th Av, , Portland, OR 97219	Portland	OR	97219	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	1701 SE Windy Ln, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	13693 SW 64th Av, , Portland, OR 97219	Portland	OR	97219	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	13654 SW 64th Av, , Portland, OR 97219	Portland	OR	97219	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	6337 SE Alberta St, , Portland, OR 97206	Portland	OR	97206	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	6492 SE Fern St, , Portland, OR 97206	Portland	OR	97206	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	13674 SW 64th Av, , Portland, OR 97219	Portland	OR	97219	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	4777 SE Whipple Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	4227 SE Paradise Ct, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	14540 SE Bunnell St, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 019	Public Housing	1	7716 SE Lamphier, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	17503 SE 82nd Dr, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	2620 SE Poplar, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	6110 SE Thiessen Rd, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	7495 SE Thiessen Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	9825 SE Amherst St, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	9818 SE Clackamas Rd, , Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	12755 SE 21st Av, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	4968 SW Oakridge Rd, , Lake Oswego, OR 97035	Lake Oswego	OR	97035	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	6367 SE Alberta St, , Portland, OR 97206	Portland	OR	97206	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	6309 SE Alberta St, , Portland, OR 97206	Portland	OR	97206	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	7265 SE Webster Ln, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	5005 SE Britton Av, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	2570 SE Creighton Av, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	7529 SE Lamphier St, , Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 020	Public Housing	1	14095 SE Arista Dr, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	4433 SE Roethe Rd, B, Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	4431 SE Roethe Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	Addie Complex, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	1853 SE Oak Grove Blvd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	4433 SE Roethe Rd, C, Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	4433 SE Roethe Rd Common Area, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	18255 SE Addie St, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	18253 SE Addie St, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	1851 SE Oak Grove Blvd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	18257 SE Addie St, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	4433 SE Roethe Rd, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
Scattered Sites Proj 021	Public Housing	1	18251 SE Addie St, , Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us

LPF - 303	Local Project - HACC Owned	1	141 E Fairfield St., Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	137 E Fairfield St., Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	139 E Fairfield St., Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	265 W Arlington St., Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	135 E Fairfield St., Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	1316 6th Street., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	267 W Arlington St., Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	1318 6th Street., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	8944 SE Jannsen Rd., Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	1320 6th Street., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	8948 SE Jannsen Rd., Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	1314 6th Street., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	8932 SE Jannsen Rd., Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	269 W Arlington St., Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	8930 SE Jannsen Rd., Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	8936 SE Jannsen Rd., Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	8940 SE Jannsen Rd., Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	8938 SE Jannsen Rd., Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	8942 SE Jannsen Rd., Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 303	Local Project - HACC Owned	1	8946 SE Jannsen Rd., Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	2286 SE Lindenbrook Dr., Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	2885 SE Maple., Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	3050 Lazy River Dr., West Linn, OR 97068	West Linn	OR	97068	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	4808 SE View Acres., Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	6662 Furnberg St., Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	9054 SE 42nd Av., Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	13538 S Gaffney Ln., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	13581 Jason Lee Dr., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	15323 Risley Ct., Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	15325 Risley Ct., Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	15327 Risley Ct., Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	265 W Arlington., Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	267 W Arlington., Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	269 W Arlington., Gladstone, OR 97027	Gladstone	OR	97027	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	4808 SE Hull St., Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 304	Local Project - HACC Owned	1	376 Warner Parrott Rd., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 305	Local Project - HACC Owned	1	18980 A S Leland Rd., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 305	Local Project - HACC Owned	1	15125 SE 90th Av., Clackamas, OR 97015	Clackamas	OR	97015	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 305	Local Project - HACC Owned	1	11458 SE McEachron Av., Milwaukie, OR 97222	Milwaukie	OR	97222	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 305	Local Project - HACC Owned	1	18980 S Leland Rd., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 305	Local Project - HACC Owned	1	304 Pearl St., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 305	Local Project - HACC Owned	1	5230 SE Roethe Rd., Milwaukie, OR 97267	Milwaukie	OR	97267	(503) 849-2107	Craig Beals	craigbeals@clackamas.us
LPF - 305	Local Project - HACC Owned	1	280 Longview Way., Oregon City, OR 97045	Oregon City	OR	97045	(503) 849-2107	Craig Beals	craigbeals@clackamas.us

Hillside Park	Public Housing	1	10166 SE A St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10234 SE C St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10346 SE C St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10222 SE D St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10368 SE C St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10016 SE C St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	2887 SE Hillside Ct, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10296 SE B St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10045 SE B St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10274 SE B St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10046 SE B St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	2982 SE D Pl, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10083 SE A St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10244 SE D St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10168 SE C St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10231 SE A St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10015 SE A St, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
Hillside Park	Public Housing	1	10277 SE 32nd Av, , Milwaukie, OR 97222	Oregon City	OR	97045	(503) 650-3134	Allison Coe	acoe@clackamas.us
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SCHEDULE C

Required Supplemental Terms and Conditions

The full text of the current version of this Required Supplemental Terms and Conditions schedule is located and available on-line at <https://www.yardi.com/documents/us-screening-schedule-c> and, by this reference, is fully incorporated into this Agreement in its current form, and as may be updated from time to time with or without notice, by this reference.

In the event any material update to or modification of this Required Supplemental Terms and Conditions schedule that Client does not accept, Client must immediately stop using the Services and notify RentGrow in writing within 7 days of this schedule's revision date. Upon the receipt by RentGrow of such written notice from Client, RentGrow will discontinue the Services and terminate this Agreement for the convenience of both parties without penalty to Client but subject to all other terms of this Agreement. In the absence of such written notice, the access to or use of the Services by Client or any End-User shall constitute acceptance of this Required Supplemental Terms and Conditions schedule in effect at the time of such access or use.

Under no circumstances shall RentGrow include in this Required Supplemental Terms and Conditions schedule any term, condition, notice or otherwise that is not required by a Credit Bureau, CRA, or applicable local, state, and federal law or regulation in order for RentGrow to be able to provide, and for Client and End-Users to be able to access and use, the Services.

As indicated in this Required Supplemental Terms and Conditions schedule, Client is required to initial certain terms. Client acknowledges and agrees that the execution of this Agreement shall fulfill such requirement on a continuing basis, including as to any updates to this Required Supplemental Terms and Conditions schedule to the extent Client and End-Users access and use the Services.

SCHEDULE D

Required Billing and Invoicing Information

For all RentGrow billing or invoicing questions, please contact the RentGrow Accounting Department by phone at **(800) 736-8476** or by email at RS_Billing@rentgrow.com

Primary Corporate Billing Contact – to be used by the RentGrow Accounting Department for addressing billing issues, questions about Schedule A (Fee Schedule) or questions about this Schedule D (Required Billing and Invoicing Information).

Name: _____

Title: _____

Phone: _____

Email: _____

General Billing Email (if applicable): _____

Invoice Delivery Options (choose Option 1 or 2):

Option 1 – PAYscan: Please send an invitation to RS_Billing@rentgrow.com through the PAYscan portal, or simply send an email to RS_Billing@rentgrow.com and someone will contact you.

Option 2 – Email Delivery (select 1 of the following):

Email invoices to each property at the property email addresses provided in Schedule B (Property Worksheet)

or

Email a single file containing all invoices for the properties in Schedule B (Property Worksheet) to the Primary Corporate Billing Contact email provided, above

or

Email a single invoice file for each property listed in Schedule B (Property Worksheet) to the Primary Corporate Billing Contact email provided, above

Client acknowledges and agrees that it is responsible for keeping the above information current and complete and that **Client is solely responsible for all misrouted or returned invoices**. RentGrow and Client further acknowledge and agree that changes to this Schedule D (Required Billing and Invoicing Information) may be made in writing (including by email) by and between the RentGrow Accounting Department and the Primary Corporate Billing Contact.

SCHEDULE E

International Credit Services Additional Terms

1. Client agrees to use RentGrow's International Credit Services. Client acknowledges that through the International Credit Services, Client may invite applicants whose applications were declined or conditionally accepted solely due to insufficient credit history to obtain their international credit score through Nova Credit, Inc. ("**Nova**").
2. Client acknowledges that through the International Credit Services, Client may invite an applicant to request a credit report from participating countries from Nova, subject to Nova's ability to obtain the applicant's credit data. Client acknowledges that when the applicant's credit data is available, Nova will provide the applicant's credit score and credit report to RentGrow, which will determine whether to update the applicant's initial tenant screening result based on Client's credit scoring criteria. RentGrow does not guarantee or warrant the accuracy of the data received from Nova.
3. Client acknowledges and agrees that it will not use applicant data obtained through the International Credit Services to take adverse action, as defined in the FCRA (15 U.S.C. § 1681a), against an applicant. Client agrees further that each International Credit result provided by RentGrow shall only be used during 1 tenant screening session.
4. During the term of this Agreement, Client shall use RentGrow as the exclusive provider of its international credit screening needs with respect to all properties subject to this Agreement.
5. As an express condition of accessing and using the International Credit Services as permitted under this Agreement, Client acknowledges and agrees that it and all End-Users shall do so only for Permissible Purposes.
6. Client acknowledges that all terms and conditions of this Agreement apply to Client and its End-Users' use of the International Credit Services, including but not limited to all use, confidentiality, and security obligations, and RentGrow's right to conduct random as well as regular monitoring of End-Users' access to and use of the International Credit Services for the purpose of validating that End-Users are accessing and using the International Credit Services only for Permissible Purposes.
7. Client acknowledges that RentGrow and its parent, subsidiary or affiliated companies may aggregate, compile, and use any information derived from the provision of the International Credit Services in order to improve, develop, or enhance the International Credit Services and/or other services offered, or to be offered, by RentGrow, its parent company, or their affiliated companies; provided that no personally identifiable information belonging to Client or any Applicant is identifiable as originating from, or can be traced back to, Client or any Applicant.

SCHEDULE F

The Work Number Services Additional Terms

1. Client desires to use Tenant Screening Income/Employment Verification services offered through The Work Number®, which is operated by TALX Corporation [a provider of Equifax Verification Services (“EVS”)] (the “TWN Services”). TWN Services provide tenant screening data that Client may use to verify an Applicant’s employment information in connection with an application for rental housing.
2. Client’s use of TWN Services will commence upon this Agreement’s Effective Date and continue for 1 year unless this Agreement is earlier terminated. Upon expiration of such 1-year period, this Schedule F (The Work Number Services Additional Terms) shall automatically renew for successive 1-year terms (subject to an earlier termination of this Agreement), unless a party provides written notice of non-renewal of Schedule F (The Work Number Services Additional Terms) at least 30 days prior to expiration of the then-current term. During the term of this Schedule F (The Work Number Services Additional Terms), Client shall use RentGrow as the exclusive provider of TWN Services with respect to all properties subject to this Agreement.
3. As an express condition of accessing and using TWN Services as permitted under Schedule F (The Work Number Services Additional Terms), Client acknowledges and agrees that it and all End-Users shall do so only for the Permissible Purposes of either:
 - a. Verifying, where available, the Applicant’s Social Security number, employment, and income information for Applicants to its Properties in connection with an application for market-rate rental housing; or
 - b. Determining, where available, the Applicant’s eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an Applicant’s financial responsibility or status in connection with an application for affordable housing.
4. Client acknowledges that all terms and conditions of this Agreement apply to Client and its End-Users’ use of TWN Services, including but not limited to all confidentiality obligations and RentGrow’s right to conduct random as well as regular monitoring of End-Users’ access to and use of TWN Services for the purpose of validating that End-Users are accessing and using TWN Services only for the applicable Permissible Purpose and in accordance with this Agreement and Schedule F (The Work Number Services Additional Terms).
5. Client acknowledges and agrees that Client and all End-Users are bound by: (i) the terms and conditions of this Agreement and Schedule F (The Work Number Services Additional Terms); (ii) the FCRA; (iii) all other applicable laws and regulations; (iv) the then-current version of Schedule C (Required Supplemental Terms and Conditions), the full text of which is located and available online at: <https://www.rentgrow.com/us-screening-schedule-c> or as RentGrow may otherwise provide to Client; and (v) the then-current version of Schedule E-1 (Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers), the full text of which is located and available online at: <https://www.rentgrow.com/us-screening-schedule-e-1> or as RentGrow may otherwise provide to Client, and which is fully incorporated into this Agreement by this reference.
6. The full text of the then-current version of Schedule E-1 (Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers) is located and available online at <https://www.rentgrow.com/us-screening-schedule-e-1> and is fully incorporated into this Agreement in its current form, and as may be updated from time to time with or without notice, by this reference. Under no circumstances shall RentGrow include in Schedule E-1 (Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers) any term, condition, notice, or otherwise that is not required by EVS, a Credit Bureau, CRA, or applicable law or regulation in order for RentGrow to be able to provide, or for Client and End-Users to be able to access and use, the TWN Services.
7. In the event of any material update to or modification of Schedule E-1 (Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers) that Client does not accept, Client must immediately stop using the TWN Services and notify RentGrow in writing within 7 days of the Schedule E-1 revision date. Upon the receipt by RentGrow of such written notice from Client, RentGrow will discontinue the TWN Services and terminate Schedule F (The Work Number Services Additional Terms) for the convenience of both parties without penalty to Client but subject to all other terms of this Agreement. In the absence of such written notice, the access to or use of the Services by Client or any End-User shall constitute acceptance of Schedule E-1 (Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers) in effect at the time of such access or use.
8. As indicated in Schedule E-1 (Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers), Client is required to initial certain terms. Client acknowledges and agrees that the execution of Schedule F (The Work Number Services Additional Terms) shall fulfill such requirement on a continuing basis, including as to any updates to Schedule E-1 (Qualified Subscriber Terms and Conditions and Service Descriptions for Qualified Subscribers), to the extent Client and End-Users access and use the Services.
9. Client acknowledges that RentGrow or its affiliates may aggregate, compile, and use any information or data it receives or performs in connection with TWN Services for any purpose, including without limitation, for the purpose of providing that information to EVS or for the purpose of improving or enhancing other services offered, or to be offered, by RentGrow or its affiliates.
10. Client acknowledges and agrees that all terms and conditions of Schedule A (Fee Schedule) of this Agreement relating to payment terms, taxes, and additional terms apply to Client and its End-Users’ use of TWN Services.

June 16, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the
Fourth Quarter of Fiscal Year 2021

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the fourth quarter of fiscal year 2021.
Dollar Amount and Fiscal Impact	\$17,731.17 in total collection losses.
Funding Source	N/A
Duration	April 1, 2021 – June 30, 2021
Previous Board Action/Review	First, second and third quarter collection losses were approved by the Housing Authority Board of Commissioners.
Counsel Review	N/A
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Jill Smith, Executive Director, Housing Authority 503-742-5336

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the fourth quarter of fiscal year 2021 (April 1, 2021 – June 30, 2021). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the fourth quarter of fiscal year 2021 will be \$17,731.17 for Low Rent Public Housing. Of the total fourth quarter write offs, \$6,731.82 was for uncollected rents and \$10,999.35 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

As a business practice, the HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the fourth quarter of fiscal year 2021 will be \$17,731.17.

RECOMMENDATION:

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,


Rodney Cook
Interim Director

LRPH

Collection Loss for the period of

4/1/2021

to

6/30/2021

Fourth Quarter of Fiscal Year 2021

Unit #	SS #	Name	Rent	Sundry	Total
[REDACTED]	[REDACTED]	[REDACTED]	3,163.04	532.39	\$ 3,695.43
[REDACTED]	[REDACTED]	[REDACTED]	-	5,789.75	\$ 5,789.75
[REDACTED]	[REDACTED]	[REDACTED]	3,342.74	817.07	\$ 4,159.81
[REDACTED]	[REDACTED]	[REDACTED]	-	213.65	\$ 213.65
[REDACTED]	[REDACTED]	[REDACTED]	-	71.74	\$ 71.74
[REDACTED]	[REDACTED]	[REDACTED]	-	735.95	\$ 735.95
[REDACTED]	[REDACTED]	[REDACTED]	226.04	(127.00)	\$ 99.04
[REDACTED]	[REDACTED]	[REDACTED]	-	2,965.80	\$ 2,965.80

Total Write-off	6,731.82	10,999.35	17,731.17
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Betty McKee
Accounting Specialist 1 - Betty McKee

J. Kirkpatrick
Deputy Director of Finance - Jason Kirkpatrick

Jill Smith
Executive Director - Jill Smith
For *Jill Smith*



June 10, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Reading of County Parks Fine and Code Changes

Purpose/Outcome	<i>Reading of ordinance on June 10th and 24th to affirm of fine and adopt of County Code changes.</i>
Dollar Amount and Fiscal Impact	<i>No fiscal impact.</i>
Funding Source	<i>N/A</i>
Duration	<i>N/A</i>
Previous Board Action/Review	<i>Discussed at Issues on 2/9/21: Changes approved at 3/23/2021 Policy Session</i>
Strategic Plan Alignment	<p>1. <i>How does this item align with your department's Strategic Business Plan goals?</i></p> <p>Reading this ordinance to adopt this fine and implementing these Code Changes aligns with the BCS strategic result of maintaining clean, safe, healthy parks by providing a mechanism to fine park customers who engage in prohibited behavior, ultimately discouraging the behavior, and providing clarity in park rules and processes.</p> <p>2. <i>How does this item align with the County's Performance Clackamas goals?</i></p> <p>Reading this ordinance to adopt this fine and implementing these Code Changes aligns with the Performance Clackamas strategic priority of Honoring our Natural Resources by providing ways to encourage clean, safe and healthy parks and natural resources, and with Building Public Trust through Good Government by clarifying issues in County Code for efficient and accountable management of Parks.</p>
Counsel Review	<i>4/19/2021 AM</i>
Procurement Review	<i>This are policy changes and fine clarification, nothing is being procured, therefore not subject to procurement review.</i>

Contact Person	<i>Tom Riggs, Parks and Forestry Manager, 503-781-3137,</i> triggs@clackamas.us
Contract No.	N/A

BACKGROUND:

At the 2/9/21 Issues session, BCS – County Parks requested the Board assign a \$115 fine for violations of 6.06.050.L.4, believing it had been overlooked in the updating and adoption of fines in 2020 as there was an omission on the fine spreadsheet. The Board had questions regarding how the rule would be applied and enforced, especially in regard to parks that didn't provide restroom facilities, and asked staff to come back to a Policy session to discuss the issue.

In preparing for the Policy session, staff discovered that the 6/6/19 Ordinance enacting 050.L.4 already listed a \$150 fine amount, but also found that the current posted County Code Appendix B: Fines lists a \$115 fine, which is consistent with staff recommendation. Finding the existing fine published changes our request from an approval of a fine amount to an affirmation of the existing \$115 fine amount.

BCS – County Parks staff brought information and recommendations to a Policy Session on 3/23/21, including clarification about the fine amount issue, and language about other proposed County Code changes related to Parks. The Board approved all requested changes. County Counsel prepared an ordinance to enact those changes.

RECOMMENDATION:

Staff recommends the first reading of the Ordinance at the June 10th, 2021 BCC Business Meeting for final adoption of approved changes.

ATTACHMENTS:

Ch. 6.06 park rules exclusion enabling ordinance 4.19.21.docx

Respectfully Submitted,



Sarah Eckman
Interim Director
Business & Community Services

ORDINANCE NO. ____-2021

**An Ordinance Amending
Clackamas County Code Chapter 6.06, Park Rules**

WHEREAS, Clackamas County would like to amend the park rules to make several housekeeping corrections and to clarify the park's exclusion policy; and

WHEREAS, the Board would like to clarify that the \$150 fine for public urination and defecation referred to in Ord. 03-2019 has *not* been adopted;

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 6.06, Park Rules, of the Clackamas County Code is hereby amended as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

Section 2: The fine for public urination and defecation shall remain \$115 as currently indicated in Appendix B, rather than the \$150 fine referenced in Ord. 03-2019.

ADOPTED this _____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

June 16, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Accept a Grant Award with Kaiser Permanente Community Health, in partnership with Oregon Primary Care Association (OPCA) for support COVID-19 vaccination efforts

Purpose/Outcomes	One-time funding for a six-month period to fund activities that directly support safety net partner's ability to vaccinate their patients and the community they serve.
Dollar Amount and Fiscal Impact	The maximum agreement value is \$100,000.
Funding Source	Oregon Primary Care Association (OPCA). No County General Funds are involved.
Duration	Effective April 1, 2021 and terminates on September 30, 2021
Previous Board Action	No Previous Board Actions have been taken.
Strategic Plan Alignment	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	1. May 18, 2021 2. KR
Procurement Review	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a direct procurement of a grant.
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	10112

BACKGROUND:

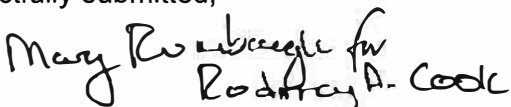
Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with Oregon Primary Care Association (OPCA) for Kaiser Permanente Safety Net Vaccine Equity Initiative funding. This invite-only grant opportunity supports activities that increase capacity to vaccinate patients and the community.

This Agreement has a maximum value of \$100,000. It is effective April 1, 2021 and terminates on September 30, 2021.

RECOMMENDATION:

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

Respectfully submitted,



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

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

Financial Assistance Application Lifecycle Form

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

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

**** CONCEPTION ****

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

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

Lead Department: HSS-Health Centers Division
Application for: Subrecipient Assistance Direct Assistance
Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only
If Disaster or Emergency Relief Funding, EQC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: Kaiser Permanente Safety Net Vaccine Equity Funding

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): Erin De Armond-Reid

Requestor Contact Information: EReid@clackamas.us 503-723-4954

Department Fiscal Representative: Sarah Jacobson: sjacobson@clackamas.us 503-742-5303

Program Name or Number (please specify): MFR Program: 400502 - Primary Care Clinics

Brief Description of Project:

Kaiser Permanente Community Health, in partnership with Oregon Primary Care Association, invites Clackamas County Community Health Center to receive grant funding to support COVID-19 vaccination efforts.

Name of Funding Agency: Kaiser Permanente Northwest

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

OR

Application Packet Attached: Yes No

Completed By: Jennifer Stone 4/12/2021
Date

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

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

Competitive Application <input type="checkbox"/>	Non-Competing Application <input type="checkbox"/>	Other <input checked="" type="checkbox"/>	
CFDA(s), if applicable:	<u>N/A</u>	Funding Agency Award Notification Date:	<u>N/A</u>
Announcement Date:	<u>3/30/2021</u>	Announcement/Opportunity #:	<u>N/A</u>
Grant Category/Title:	<u>N/A</u>	Max Award Value:	<u>100,000</u>
Allows indirect/Rate:	<u>N/A</u>	Match Requirement:	<u>N/A</u>
Application Deadline:	<u>N/A</u>	Other Deadlines:	<u>4/7/2021</u>
Award Start Date:	<u>4/1/2021</u>	Other Deadline Description:	<u>Confirmation of Interest in funding opportunity</u>
Award End Date:	<u>9/30/2021</u>	Program Income Requirement:	<u>N/A</u>
Completed By:	<u>Jennifer Stone</u>		
Pre-Application Meeting Schedule:	<u>3/30/2021</u>		

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

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

This grant supports our goal of providing treatment to vulnerable populations.

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

None, this is an invite-only grant opportunity to select health centers in the KP footprint.

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

The goals for this funding include: 1) Connecting patients to vaccinations as they become available; 2) Increasing rates of vaccinations in communities of color; and 3) and Building vaccine administration capacity. These goals will be met through staffing mass vaccination clinics, translation of outreach materials

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

Yes this does fund the existing Primary Care Clinics MFR program.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Yes, the Health Centers already possess the necessary staff to provide the needed services.

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

No

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

This is not a pilot project.

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

This funding does not create a new program.

Collaboration

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

N/A

Reporting Requirements

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

Final report due by October 15, 2021.

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

Report number of patients connected to vaccine (given directly and/or connected to sites that can be tracked) and/or number of people touched by intervention. Yes, Health Centers will utilize existing data sources.

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

A final report which includes a brief narrative describing how funds were spent.

Fiscal

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

We will realize more benefit than it costs to administer this grant. The administration costs will be minimal with only one report required and fiscal tracking and management will be absorbed into current staff duties.

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

No other revenue sources are required.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

N/A

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

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

Program Approval:

Erin De Armond-Reid

Erin De Armond-Reid

Digitally signed by Erin De Armond-Reid
Date: 2021.05.04 14:28:44 -0700

Name (Typed/Printed)

Date

Signature

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

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY, COUNTY FINANCE OR ADMIN WITH SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Deborah Cockrell	5/4/2021	Deborah Cockrell <small>Digitally signed by Deborah Cockrell Date: 2021.05.04 14:38:54 -0700</small>
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Mary Rumbaugh for Rodney A Cook	5/4/2021	Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.05.04 14:46:40 -0700</small>
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
Elizabeth Comfort	5.5.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.05.05 07:21:14 -0700</small>
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
Daniel Nibouar	5/18/2021	Daniel Nibouar <small>Digitally signed by Daniel Nibouar Date: 2021.05.18 15:17:08 -0700</small>
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

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

From: [Jacobson, Sarah](#)
To: [Stone, Jennifer](#); [Kearl, Adam](#)
Subject: FW: INVITATION: KP Safety Net Vaccine Equity Funding Opportunity
Date: Tuesday, March 30, 2021 4:39:23 PM

And here is the info on the KP funding opportunity that came our way today. Looks like a sure thing and should be about \$100k.

From: De Armond-Reid, Erin <Ereid@clackamas.us>
Sent: Tuesday, March 30, 2021 8:59 AM
To: Cockrell, Deborah <DCockrell@clackamas.us>; Suchocki, Andrew <ASuchocki@clackamas.us>; Amundson, Angie <AAmundson@clackamas.us>; Jacobson, Sarah <SJacobson@clackamas.us>; Wilson, James <jwilson2@clackamas.us>
Subject: RE: INVITATION: KP Safety Net Vaccine Equity Funding Opportunity

Hi all,

Adding Sarah, Angie, and James—see below. Would love to use funds to offset:

- Staffing for mass vax clinics (4/8, 5/10 and future dates we are planning)
- Potentially some materials/ services for the mass vax clinics [PPE, water for patients,
- Tents for BC clinic patient waiting area
- Translation of outreach materials
- Other ideas?

Thoughts? Looks like a super low barrier app and v limited reporting.

Thx!

From: Catherine R. Potter [<mailto:Catherine.R.Potter@kp.org>]
Sent: Tuesday, March 30, 2021 8:51 AM
To: Cockrell, Deborah <DCockrell@clackamas.us>; Suchocki, Andrew <ASuchocki@clackamas.us>; De Armond-Reid, Erin <Ereid@clackamas.us>
Cc: Claire Tranchese <ctranchese@orpca.org>
Subject: INVITATION: KP Safety Net Vaccine Equity Funding Opportunity

Warning: External email. Be cautious opening attachments and links.

Dear Deborah, Andrew and Erin,

Kaiser Permanente Community Health, in partnership with Oregon Primary Care Association, is pleased to invite Clackamas County Community Health Center to receive grant funding to support your COVID-19 vaccination efforts. We recognize the important role that you play in responding to the coronavirus pandemic and in providing access to care for communities disproportionately affected by COVID-19. That is why we are launching the **Kaiser Permanente Safety Net Vaccine Equity Funding Opportunity** to support Community Health

Centers in KP regions to connect patients to vaccines and to ensure equitable vaccine access across our communities. The goals for this funding include: 1) Connecting patients to vaccinations as they become available; 2) Increasing rates of vaccinations in communities of color; and 3) and Building vaccine administration capacity. This invite-only grant opportunity is intended to be responsive to the needs of your community and the patients you serve.

We understand that your organization may be receiving American Rescue Plan Act Funding (H8F) for Health Centers. Our goal is that you will still be able to use KP's flexible funding to be immediately responsive to your patient's vaccination needs while also ensuring your long term resiliency through the H8F funding. Therefore, grant requirements are minimal and intended use is very flexible to support most activities that increase your capacity to vaccinate your patients and community. Examples of how the funds could be used include: 1) Staff to administer vaccines; 2) Addressing transportation barriers; 3) Hiring staff for outreach and navigation support; 4) Infrastructure such as PPE, storage, supplies, and 5) Innovative partnerships between health centers and community partners.

Key Grant Information:

- Grant amounts will vary by size of health center, between \$50,000-\$100,000, and depend somewhat on the number of health centers that express interest (see interest form for details)
- Select health centers in KP footprint invited to apply (not a competitive process)
- Grant term: 6 months (April 1-September 31, 2021)
- Confirm interest by **April 7, 2021** by completing the short interest form here: <https://www.surveymonkey.com/r/B5WVLGD>
- Funding available by mid-April
- Minimal reporting requirements:
 - Final report due by October 15, 2021
 - # of patients connected to vaccine (given directly and/or connected to sites that can be tracked) and/or # of people touched by intervention
 - Brief narrative describing how funds were spent, success stories, and barriers.

Given the urgency of the need, our goal is to move as quickly as possible. Therefore, please confirm your interest in this funding opportunity by **April 7th**.

Please reach out at any time with questions or concerns to:

Catherine Potter
Safety Net Partnerships Manager, Kaiser Permanente Northwest
Catherine.r.potter@kp.org
503-545-6066

Claire Tranchese
Deputy Director, Oregon Primary Care Association
ctranchese@orpca.org

503-317-9090

Thank you for all you do to keep our communities healthy and safe!

Catherine Potter (she/her)

Manager, Safety Net Partnerships
Community Health

Kaiser Permanente

503-545-6066 (cell)

catherine.r.potter@kp.org

**KAISER PERMANENTE NORTHWEST
COMMUNITY HEALTH**

kp.org/thrive

kp.nw.community.health

[2019 Community Health Annual Report](#)

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#10112



Safety Net Vaccine Equity Initiative Memorandum of Understanding

This is an agreement between the Oregon Primary Care Association, hereinafter referred to as OPCA and *Clackamas County Health Centers*

Purpose

The purpose of this Memorandum of Understanding (MOU) is to define the relationship between OPCA and your health center during the grant period of the "Safety Net Vaccine Equity Initiative" a Kaiser Permanente funded initiative administered through OPCA.

Terms and Reporting

OPCA is providing ***Clackamas County Health Centers*** with the following Vaccine Equity Initiative Award: **\$100,000.00**

Six-month grant period:

- Start date: April 1, 2021
- End date: September 30, 2021

Clackamas County Health Centers will commit to sharing the following forms and information in a timely manner with OPCA as a part of this Vaccine Equity Initiative:

1. Initial program application completion by May 1, 2021
 1. Brief narrative describing how the funds will be spent to address barriers to patients to access the COVID-19 vaccine
 2. Estimated numbers of patients to be served thru this funding
 3. Signed MOU with OPCA
 4. Invoice OPCA for funds awarded for this initiative and stated in the MOU
2. Final report (about one month after end of grant term) – October 31, 2021
 1. # of patients connected to vaccine (given directly and/or connected to sites that can be tracked) by organization and/or # of people touched by intervention
 2. Brief narrative describing how funds were spent, success stories, and barriers.

Responsibilities of your health center

These flexible grants are to be directed at activities that directly support safety net partner's ability to vaccinate their patients, either themselves or in partnership with other vaccination providers. Grantees can use funding for multiple purposes, but consideration should be given for ability to scale impact of the organization.

- Funding may support, but is not limited to, these aligned grant purposes:
 - Staff to provide vaccinations (e.g. temporary workers)
 - Mobile vaccine staff, supplies, efforts
 - Community Health Workers to do outreach and help people navigate vaccine appointments and locations
 - Vaccination supplies, e.g. PPE, tents, etc.
 - Transportation vouchers for patients to get to visits

- NOT aligned grant purposes
 - Should NOT focus on vaccine confidence education given duplication to other efforts
 - Should NOT focus on vaccine advocacy efforts

FQHC specific narrative of work to be funded:

Clackamas County Health Centers plans to use this funding for:

We plan to offer COVID-19 vaccine administration opportunities in a variety of settings and contexts. We plan to host at least six total (three full vaccine cycles, to account for prime and booster doses) mid-size COVID-19 vaccine administration events on weekend dates at Clackamas County sites that prioritize outreach and access to patients, their families, and caregivers (who may not be HC patients). We aim to serve 300-500 patients at each event, and include outreach to all Health Centers patients in Behavioral Health, Dental, and Primary Care services. Many of our patients experience barriers to vaccine access, such as language and interpretation services, and access to transportation. In addition, we realize our patients may experience concern or hesitancy about receiving the vaccine. The models we propose provide adequate staffing to do intensive phone, mailed, and electronic (MyChart) outreach to eligible HC patients to schedule them and family/ caregivers, coordinate transport, and answer questions; as well as staff vaccine events themselves-- including clinical consultation, interpreters, vaccinators, patient monitors, and logistics/ client services staff. We also will fund relevant supplies and patient engagement materials. We also will use funds to offset staffing costs of hiring temporary clinical staff to support outreach and scheduling of patients into vaccine administration opportunities integrated into our regular clinical operations. Finally, we are considering how funds can be used to support staffing vaccine outreach in other settings, such as offering home-based vaccine administration to patients who may not be able to access vaccine opportunities offered in our clinics.

Clackamas County Health Centers estimates they will support 1,500 patients to access vaccine thru this funding.

Responsibilities of OPCA

OPCA will provided funding directly to health centers for this work upon the signing of an MOU and generation of an Invoice.

OPCA will provide outreach and communication about timelines and any materials/reports required for this funding.

OPCA agrees to provide clarity to any questions that may arise about this funding initiative.

Compensation Terms

Safety net partners have been awarded grants at the following three levels based on the number of patients served according to 2019 UDS data or other indicators of number of patients served for any FQHC without 2019 UDS data. The grant funding provided to your organization for this work is listed at the beginning of the Terms of this agreement.

Tier	Grant Amount	Patients Served, 2019 UDS
A – Largest SNPs	\$100,000	15-100K patients served
B – Medium SNPs	\$75,000	5-15K patients served
C – Small SNPs	\$50,000	<5K patients served

Please sign below that you agree to all of the above terms and conditions

CHC Signature: _____

Date: _____

OPCA Signature: Joan Watson-Patko

Date: 4/15/2021 | 2:44 PM PDT

June 16, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Accept a Grant Award with Health Resources and Services Administration (HRSA) for
American Rescue Plan Act (ARPA) Funding for Health Centers

Purpose/Outcomes	One-time funding for a 2-year period to health centers funded under the Health Center Program to: Establish, expand, and sustain the health care workforce to prevent, prepare for, and respond to COVID-19, and to carry out other health work force-related activities.
Dollar Amount and Fiscal Impact	The maximum agreement value is \$3,563,000.
Funding Source	Health Resource and Services Administration (HRSA). No County General Funds are involved.
Duration	Effective April 1, 2021 and terminates on March 31, 2023
Previous Board Action	No Previous Board Actions have been taken.
Strategic Plan Alignment	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	1. May 18, 2021 2. KR
Procurement Review	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a direct procurement of a grant.
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	10110

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with Health Resources and Services Administration (HRSA) for American Rescue Plan Act (ARPA) Funding for Health Centers. The funding of this grant is through Federal legislative action (American Rescue Plan Act (P.L. 117-2)). This was an unsolicited award which did not include a formal grant application process. The award was offered to Health Centers based on its status as an FQHC. Health Centers is requesting permission to accept this funding. HRSA determined award amount based on the following formula: (1) \$500,000, plus (2) \$125 per patient reported in the 2019 Uniform Data System (UDS), and, (3) \$250 per uninsured patient reported in the 2019 UDS. Health Centers is focusing these dollars on the maintenance of pediatric and dental care teams.

This Agreement has a maximum value of \$3,563,000. It is effective April 1, 2021 and terminates on March 31, 2023.

Healthy Families. Strong Communities.

RECOMMENDATION:

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

Respectfully submitted,

*Mary Perabande for
Rodney A. Cook*

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10110	Division: HC	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Howard, Rebecca	<input checked="" type="checkbox"/> Revenue
	Program Contact:	<input type="checkbox"/> Amend # \$
	Stone, Jennifer	<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, June 17, 2021

CONTRACT WITH: Health Resources and Services Administration HRSA

CONTRACT AMOUNT: \$3,563,000.00

TYPE OF CONTRACT

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

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year _____ - _____	<input checked="" type="checkbox"/> 4 or 5 Year _____ - _____
<input checked="" type="checkbox"/> Upon Signature _____ - _____	<input checked="" type="checkbox"/> Biennium _____ - _____
<input checked="" type="checkbox"/> Other _____ - _____	<input checked="" type="checkbox"/> Retroactive Request? 4/1/2021 - 3/31/2023

INSURANCE What insurance language is required?

Checked Off N/A

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

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

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

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

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

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

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

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Tuesday, May 18, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

F-3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

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

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Health Centers

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Health Resources and Services Administration HRSA

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 6/17/2021

**PURPOSE OF
CONTRACT/AGREEMENT:**

H3S CONTRACT NUMBER: 10110

Financial Assistance Application Lifecycle Form

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

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

**** CONCEPTION ****

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

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

Lead Department: H3S-Health Centers Division
Application for: Subrecipient Assistance Direct Assistance
Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only
If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: American Rescue Plan Act Funding for Health Centers

Funding Source: Federal State Local
Requestor Information (Name of staff person initiating form): Jennifer Stone
Requestor Contact Information: JStone@clackamas.us; 503-742-5967
Department Fiscal Representative: Sarah Jacobson
Program Name or Number (please specify): Beavercreek (08500/08501), Sunnyside (08550/08551), Gladstone (08530)
Brief Description of Project:

This notice of award provides one-time funding for a 2-year period of performance to health centers funded under the Health Center Program to: (1) Plan, prepare for, promote, distribute, administer, and track COVID-19 vaccines, and carry out other vaccine-related activities; (2) Detect, diagnose, trace, and monitor COVID-19 infections and related activities necessary to mitigate the spread of COVID-19, including activities related to, and equipment or supplies purchased for, testing, contact tracing, surveillance, mitigation, and treatment of COVID-19; (3) Purchase equipment and supplies to conduct mobile testing or vaccinations for COVID-19, purchase and maintain mobile vehicles and equipment to conduct such testing or vaccinations, and hire and train laboratory personnel and other staff to conduct such mobile testing or vaccinations, particularly in medically underserved areas; (4) Establish, expand, and sustain the health care workforce to prevent, prepare for, and respond to COVID-19, and to carry out other health work force-related activities; (5) Modify, enhance, and expand health care services and infrastructure; and (6) Conduct community outreach and education activities related to COVID-19.

Name of Funding Agency: HRSA (Health Resources & Services Administration)

Agency's Web Address for funding agency Guidelines and Contact Information:
<https://bphc.hrsa.gov/program-opportunities/american-rescue-plan>

OR

Application Packet Attached: Yes No
Completed By: Jennifer Stone 4.14.2021
Date

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

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

Competitive Application <input type="checkbox"/>	Non-Competing Application <input type="checkbox"/>	Other <input checked="" type="checkbox"/>	
CFDA(s), if applicable:	<u>93.224</u>	Funding Agency Award Notification Date:	<u>3/25/2021</u>
Announcement Date:	<u>N/A</u>	Announcement/Opportunity #:	<u>N/A</u>
Grant Category/Title:	<u>American Rescue Plan Act Funding</u>	Max Award Value:	<u>3,563,000.00</u>
Allows Indirect/Rate:	<u>Yes/NA</u>	Match Requirement:	<u>No</u>
Application Deadline:	<u>5/31/2021</u>	Other Deadlines:	<u>January 30</u>
Award Start Date:	<u>4/1/2021</u>	Other Deadline Description:	<u>Annual FFR</u>
Award End Date:	<u>8/31/2023</u>	Program Income Requirement:	<u>N/A</u>
Completed By:	<u>Jennifer Stone</u>		
Pre-Application Meeting Schedule:	<u>3/25/2021</u>		

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

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

Support to assist in keeping individuals, families and the community safe and healthy during the response to COVID-19.

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

N/A

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

Maintaining and Increasing Capacity – Support to establish, modify, enhance, expand, and sustain the accessibility and availability of comprehensive primary care services to meet the ongoing and evolving needs of the service area and vulnerable patient populations

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

Yes, this funding will help support the Dental and Pediatrics MFR programs.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Yes

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

No

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

This not a pilot project.

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

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

Collaboration

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

N/A

Reporting Requirements

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

Quarterly progress reports into the HRSA Electronic Handbooks (EHB). Reports will describe the status of the activities and use of H8F funds.

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

N/A

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

Annual Federal Financial Report (FFR), quarterly Federal Cash Transaction Report (FCTR)-FFR, Semi-Annual Progress Report every six months, and close out reporting at the end of project period.

Fiscal

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

Yes the cost to administer the grant will be minimal.

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

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

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

N/A

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

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

Program Approval:

Sarah Jacobson

Sarah Jacobson Digitally signed by Sarah Jacobson
Date: 2021.05.04 20:40:35 -0700'

Name (Typed/Printed)

Date

Signature

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

****ATTENTION: CERTIFICATES PROVIDED BY THE FUNDING AGENCY MUST BE FINALE OR ALWAY WITH SIGN ****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Deborah Cockrell	5/5/2021	Deborah Cockrell <small>Digitally signed by Deborah Cockrell Date: 2021.05.05 08:22:26 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

DEPARTMENT DIRECTOR (or designee, if applicable)		
Mary Rumbaugh for Rodney A Cook	5/5/2021	Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.05.05 09:35:33 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

FINANCE ADMINISTRATION		
Elizabeth Comfort	5.5.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.05.05 11:09:57 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
Daniel Nibouar	5/18/2021	Daniel Nibouar <small>Digitally signed by Daniel Nibouar Date: 2021.05.18 11:34:20 -07'00'</small>
<small>Name (Typed/Printed)</small>	<small>Date</small>	<small>Signature</small>

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

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



Recipient Information

- 1. Recipient Name**
CLACKAMAS, COUNTY OF
2051 KAEN RD
OREGON CITY, OR 97045-1819
- 2. Congressional District of Recipient**
05
- 3. Payment System Identifier (ID)**
1936002286A4
- 4. Employer Identification Number (EIN)**
936002286
- 5. Data Universal Numbering System (DUNS)**
096992656
- 6. Recipient's Unique Entity Identifier**
- 7. Project Director or Principal Investigator**
Deborah Cockrell
Director
DCockrell@co.clackamas.or.us
(503)742-5495
- 8. Authorized Official**
Deborah Sue Cockrell
DCockrell@co.clackamas.or.us

Federal Agency Information

- 9. Awarding Agency Contact Information**
Dois Layne-Sheffield
Grants Management Specialist
Health Resources and Services Administration
DLayne-Sheffield@hrsa.gov
(301) 545-9881
- 10. Program Official Contact Information**
Ann L Rodrigues
Health Resources and Services Administration
ARodrigues@hrsa.gov
(301) 443-3073

Federal Award Information

- 11. Award Number**
1 H8FCS41371-01-00
- 12. Unique Federal Award Identification Number (FAIN)**
H8F41371
- 13. Statutory Authority**
American Rescue Plan Act (P.L. 117-2)
- 14. Federal Award Project Title**
American Rescue Plan Act Funding for Health Centers
- 15. Assistance Listing Number**
93.224
- 16. Assistance Listing Program Title**
Community Health Centers
- 17. Award Action Type**
New
- 18. Is the Award R&D?**
No

Summary Federal Award Financial Information

19. Budget Period Start Date 04/01/2021 - End Date 03/31/2023	
20. Total Amount of Federal Funds Obligated by this Action	\$3,563,000.00
20a. Direct Cost Amount	
20b. Indirect Cost Amount	
21. Authorized Carryover	\$0.00
22. Offset	\$0.00
23. Total Amount of Federal Funds Obligated this budget period	\$3,563,000.00
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00
25. Total Federal and Non-Federal Approved this Budget Period	\$3,563,000.00
26. Project Period Start Date 04/01/2021 - End Date 03/31/2023	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$3,563,000.00

28. Authorized Treatment of Program Income
Addition

29. Grants Management Officer – Signature
Elvera Messina on 03/26/2021

30. Remarks



Notice of Award
Award Number: 1 H8FCS41371-01-00
Federal Award Date: 03/26/2021

Health Resources and Services Administration

31. APPROVED BUDGET: (Excludes Direct Assistance)

Grant Funds Only
 Total project costs including grant funds and all other financial participation

a. Salaries and Wages:	\$0.00
b. Fringe Benefits:	\$0.00
c. Total Personnel Costs:	\$0.00
d. Consultant Costs:	\$0.00
e. Equipment:	\$0.00
f. Supplies:	\$0.00
g. Travel:	\$0.00
h. Construction/Alteration and Renovation:	\$0.00
i. Other:	\$3,563,000.00
j. Consortium/Contractual Costs:	\$0.00
k. Trainee Related Expenses:	\$0.00
l. Trainee Stipends:	\$0.00
m. Trainee Tuition and Fees:	\$0.00
n. Trainee Travel:	\$0.00
o. TOTAL DIRECT COSTS:	\$3,563,000.00
p. INDIRECT COSTS (Rate: % of S&W/TADC):	\$0.00
q. TOTAL APPROVED BUDGET:	\$3,563,000.00
i. Less Non-Federal Share:	\$0.00
ii. Federal Share:	\$3,563,000.00

32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a. Authorized Financial Assistance This Period	\$3,563,000.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	\$0.00
ii. Offset	\$0.00
c. Unawarded Balance of Current Year's Funds	\$0.00
d. Less Cumulative Prior Award(s) This Budget Period	\$0.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$3,563,000.00

33. RECOMMENDED FUTURE SUPPORT:
(Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
	Not applicable

34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)

a. Amount of Direct Assistance	\$0.00
b. Less Unawarded Balance of Current Year's Funds	\$0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00

35. FORMER GRANT NUMBER

36. OBJECT CLASS
41.51

37. BHCNIS#
101310

38. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

39. ACCOUNTING CLASSIFICATION CODES

FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
21 - 398A160	93.224	21H8FCS41371C6	\$2,529,374.00	\$0.00	CH	21H8FCS41371C6
21 - 398A180	93.224	21H8FCS41371C6	\$1,033,626.00	\$0.00	MH	21H8FCS41371C6

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

- As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, recipients must report information for each subaward of \$25,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at <https://www.fsrs.gov/> by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.
- All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>
- The funds for this award are in a sub-account in the Payment Management System (PMS). This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. Access to the PMS account number is provided to individuals at the organization who have permissions established within PMS. The PMS sub-account code can be found on the HRSA specific section of the NoA (Accounting Classification Codes). Both the PMS account number and sub-account code are needed when requesting grant funds. **Please note that for new and competing continuation awards issued after 10/1/2020, the sub-account code will be the document number.**
You may use your existing PMS username and password to check your organizations' account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pms.psc.gov/grant-recipients/access-newuser.html>. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <https://pms.psc.gov/find-pms-liaison-accountant.html>.

Program Specific Term(s)

- This notice of award provides one-time funding for a 2-year period of performance to health centers funded under the Health Center Program to: (1) Plan, prepare for, promote, distribute, administer, and track COVID-19 vaccines, and carry out other vaccine-related activities; (2) Detect, diagnose, trace, and monitor COVID-19 infections and related activities necessary to mitigate the spread of COVID-19, including activities related to, and equipment or supplies purchased for, testing, contact tracing, surveillance, mitigation, and treatment of COVID-19; (3) Purchase equipment and supplies to conduct mobile testing or vaccinations for COVID-19, purchase and maintain mobile vehicles and equipment to conduct such testing or vaccinations, and hire and train laboratory personnel and other staff to conduct such mobile testing or vaccinations, particularly in medically underserved areas; (4) Establish, expand, and sustain the health care workforce to prevent, prepare for, and respond to COVID-19, and to carry out other health work force-related activities; (5) Modify, enhance, and expand health care services and infrastructure; and (6) Conduct community outreach and education activities related to COVID-19.

HRSA authorizes you to charge allowable pre-award costs of carrying out activities described above that were incurred before the effective date of this award, dating back to January 31, 2020. Funds have been made available for this purpose by the American Rescue Plan Act (P.L. 117-2), available at <https://www.congress.gov/117/bills/hr1319/BILLS-117hr1319enr.pdf>.

As provided for in OMB Memorandum M-21-20: *Promoting Public Trust in the Federal Government through Effective Implementation of the American Rescue Plan Act and Stewardship of the Taxpayer Resources*, available at https://www.whitehouse.gov/wp-content/uploads/2021/03/M_21_20.pdf, HRSA may waive the procurement requirements contained in 45 CFR § 75.328(a) (2 CFR § 20C.319(b)) regarding geographical preferences and 45 CFR § 75.330 (2 CFR § 200.321) regarding contracting small and minority businesses, women's business enterprises, and labor surplus area firms. Recipients must maintain appropriate records and documentation to support the charges against the Federal awards. HRSA approved this waiver on March 23, 2021.

HRSA determined your award amount using the following formula: (1) \$500,000, plus, (2) \$125 per patient reported in the 2019 Uniform Data System (UDS), and (3) \$250 per uninsured patient reported in the 2019 UDS.

2. This award must be used in alignment with your Health Center Program operational grant (H80) scope of project. Funding must be used for the purposes described above, as set forth in the applicable law, and may support a wide range of in-scope activities in the following categories consistent with those purposes:
 - **COVID-19 Vaccination Capacity** — Support to plan, prepare for, promote, distribute, administer, and track COVID-19 vaccines, and to carry out other vaccine-related activities, including outreach and education.
 - **COVID-19 Response and Treatment Capacity** – Support to detect, diagnose, trace, monitor, and treat COVID-19 infections and related activities necessary to mitigate the spread of COVID-19, including outreach and education.
 - **Maintaining and Increasing Capacity** – Support to establish, modify, enhance, expand, and sustain the accessibility and availability of comprehensive primary care services to meet the ongoing and evolving needs of the service area and vulnerable patient populations.
 - **Recovery and Stabilization** – Support for ongoing recovery and stabilization, including enhancing and expanding the health care workforce and services to meet pent up demand due to delays in patients seeking preventive and routine care; address the behavioral health, chronic conditions, and other needs of those who have been out of care; and support the well-being of personnel who have been on the front lines of the pandemic.
 - **Infrastructure: Minor Alteration/Renovation (A/R), Mobile Units, and Vehicles** – Modify and improve physical infrastructure, including minor A/R and purchase of mobile units and vehicles, to enhance or expand access to comprehensive primary care services, including costs associated with facilitating access to mobile testing and vaccinations, as well as other primary care activities. As noted under H8F ineligible costs, for purposes of this award, "infrastructure" does not include construction and capital improvement costs in excess of the minor alteration and renovation threshold.

For additional information, see the H8F Award Submission Guidance and the complete list of example activities at the H8F technical assistance webpage.
3. You must update or request prior approval from HRSA, as appropriate, to ensure that your Health Center Program operational grant (H80) scope of project accurately reflects any changes needed to implement your H8F activities. This includes: (1) Form 5A: Services provided, (2) Form 5B: Service Sites, and (3) Form 5C: Other Activities/Locations. For additional information, see the scope of project resources available at <https://bphc.hrsa.gov/programrequirements/scope.html>, COVID scope of project-related FAQs at <https://bphc.hrsa.gov/emergency-response/coronavirus-health-center-scope-project>, and consult the program official listed on this notice of award as needed.
4. Funding provided under this award is restricted and, except as described in this paragraph, may not be drawn down from the Payment Management System until the required H8F Award Submission has been approved by HRSA. Funds may be draw down prior to the approval of your H8F Award Submission to meet immediate cash needs to prepare for, promote, distribute, administer, and track COVID-19 vaccines, and activities necessary to mitigate the spread of COVID-19. If you draw down funds before your H8F Award Submission (including budget) is approved, your submitted budget must include costs that were drawn down from the date of award until submission of the budget to HRSA.
5. You may not use this funding for: purchasing or upgrading an electronic health record that is not certified by the Office of the National Coordinator for Health Information Technology; new construction activities, including additions or expansions; major alteration and renovation (A/R) projects valued at \$500,000 or greater in total federal and non-federal costs (excluding the cost of allowable moveable equipment); installation of a permanently affixed modular or prefabricated building; facility or land purchases; or significant exterior site work such as new parking lots or storm water structures. Additionally, these funds may not be used for costs already paid for by other state or federal programs (e.g., COVID-19 vaccine), your Health Center Program operational grant (H80), or COVID-19 (H8C), CARES (H8D), or ECT (H8E) funding. You are required to have the necessary policies, procedures, and financial controls in place to ensure that your organization complies with all legal requirements and restrictions applicable to the receipt of federal funding, including, but not limited to, statutory restrictions on use of funds for lobbying, executive salaries, gun control, and abortion. Like those for all other applicable grants requirements, the effectiveness of these policies, procedures, and controls is subject to audit.
6. You may rebudget H8F funding without prior approval except as noted in this paragraph. You do not need prior approval to rebudget H8F funds if the proposed use of funding aligns with the H8F funding intent and Health Center Program operational grant (H80) scope of project, avoids ineligible uses of funding as outlined in this notice of award, and complies with 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards available at <http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>. If the amount of the costs to be rebudgeted exceeds 25% of the total federal award or shifts funds to a line item in your approved budget that previously had no federal funds, you must submit a prior approval rebudgeting request for review and approval by HRSA.
7. You must submit a quarterly progress report into the HRSA Electronic Handbooks (EHBs). Reports will describe the status of the activities and use of H8F funds, and include submissions related to minor A/R-related activities, if applicable. Details about progress reporting will be posted to the H8F technical assistance webpage when available.
8. If you cannot use all or part the funding provided under this award for the approved activities noted, you should relinquish all or part of the

award back to HRSA. If this is the case, you should contact the program and grants management contacts noted on page 1 of this notice of award regarding the process to relinquish your award within 90 days of award release date.

9. You are expected to monitor and use available resources (e.g., guidance, technical assistance webinars, tip sheets, shared promising practices), such as those available from the Centers for Disease Control and Prevention (<https://www.cdc.gov/coronavirus/2019-ncov/index.html>). Health center-specific resources and more information are available at the following webpages: Emergency Preparedness and Recovery Resources for Health Centers (<https://bphc.hrsa.gov/emergency-response>), Health Center Resource Clearinghouse COVID-19 (<https://www.healthcenterinfo.org/priority-topics/covid-19>), and through Health Center Program Strategic Partners (<https://bphc.hrsa.gov/qualityimprovement/strategicpartnerships/index.html>).
10. Under existing law, and consistent with Executive Order 13535 (75 FR 15599), health centers are prohibited from using federal funds to provide abortion services (except in cases of rape or incest, or when the life of the woman would be endangered).
11. Consistent with Departmental guidance, health centers that purchase, are reimbursed, or provide reimbursement to other entities for outpatient prescription drugs are expected to secure the best prices available for such products to maximize results for the health center and its patients. Health centers that enroll in the 340B Program must comply with all 340B Program requirements and will be subject to audits regarding 340B Program compliance. 340B Program requirements, including eligibility, can be found at www.hrsa.gov/opa.
12. The non-federal share of the project budget includes all program income sources such as fees, premiums, third party reimbursements, and payments that are generated from the delivery of services, and from other revenue sources such as state, local, or other federal grants or contracts; private support; and income generated from fundraising, and donations/contributions.

The description of "Authorized Treatment of Program Income" under the "Addition" alternative, as cited elsewhere in this notice of award, is superseded by the requirements in section 330(e)(5)(D) of the PHS Act relating to the use of nongrant funds. Under this statutory provision, health centers shall use nongrant funds, including funds in excess of those originally expected, "as permitted under section 330," and may use such funds "for such purposes as are not specifically prohibited under section 330 if such use furthers the objectives of the project."

Under 45 CFR § 75.351(a), subrecipients (entities that receive a subaward from a pass-through entity for the purpose of carrying out a portion of a Federal award received by the pass-through entity) are responsible for adherence to applicable Federal program requirements specified in the Federal award.

13. With receipt of this notice of award, you acknowledge that a federal interest exists in real property and equipment which will be maintained in accordance with 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards available at <http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>. You must maintain adequate documentation to track and protect the federal interest. For real property, adequate documentation includes communications between the lessor and the lessee related to protecting such interest, in accordance with the standard award terms and conditions. Such documentation should be available for subsequent review by HRSA.
14. Up to \$500,000 of the funding included in this notice of award may be used for minor alteration/renovation (A/R) activities. Minor A/R activities must occur at an in-scope Health Center Program operational grant (H80) site(s) and the total site-specific project cost must be less than \$500,000. You must submit the required minor A/R information to HRSA before drawing down funds for minor A/R activities. See the H8F technical assistance webpage for details regarding required minor A/R project information.
15. New and/or improved space resulting from minor A/R activities may only be used for in-scope activities consistent with Section 330 of the Public Health Service Act (42 U.S.C. § 254b).
16. The availability of the H8F funds for use through the 2-year period of performance is dependent on continued status as a current Health Center Program (H80) award recipient.

Standard Term(s)

1. Your organization must comply with all HRSA Standard Terms unless otherwise specified on your Notice of Award.

Reporting Requirement(s)

1. Due Date: Within 60 Days of Award Release Date

Within 60 days of award release date, you must submit the following in EHBs: (1) SF-424A Budget Form, (2) Budget Narrative, (3) Federal Object Class Categories Form, (4) H8F Project Overview Form, (5) Equipment List Form (if applicable), and (5) Minor A/R Project Information (if applicable). Instructions to support your submission, as well as technical assistance resources to address your submission questions, are available at the H8F technical assistance webpage.

2. Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due Quarter End Date after 90 days of reporting period.

The recipient must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. **Effective October 1, 2020, all FFRs will be submitted through the Payment Management System (PMS).** Technical questions regarding the FFR, including system access, should be directed to the Help Desk at PMSFFRSupport@psc.hhs.gov.

The FFR will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR.

- Budget Period ends August – October: FFR due January 30
- Budget Period ends November – January: FFR due April 30
- Budget Period ends February – April: FFR due July 30
- Budget Period ends May – July: FFR due October 30

3. Due Date: Within 90 Days of Project End Date

Within 90 days after the project end date, submit the SF-428 (Tangible Personal Property Report) with the SF-428B (Final Report Attachment) and, if applicable, the SF-428S (Supplemental Sheet). These documents must be completed using the HRSA Electronic Handbooks (EHBs). You must report federally-owned property, acquired equipment with an acquisition cost of \$5,000 or more for which HRSA has reserved the right to transfer title, and residual unused supplies with total aggregate fair market value exceeding \$5,000. Records for equipment acquired with federal funds shall be retained for three years after final disposal.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
James H Wilson	Business Official	jwilson2@co.clackamas.or.us
Deborah Sue Cockrell	Authorizing Official, Point of Contact	dcockrell@co.clackamas.or.us
Deborah Cockrell	Program Director	dcockrell@co.clackamas.or.us

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).

From: [Cockrell, Deborah](#)
To: [Jacobson, Sarah](#); [Stone, Jennifer](#)
Subject: Fwd: Transmission of a HRSA Notice of Award for 1 H8FCS41371-01-00
Date: Thursday, April 1, 2021 1:19:12 PM
Attachments: [NoA.PDF](#)
[ATT00001.htm](#)

Sent from my iPhone

Begin forwarded message:

From: AwardeeNotifier Service User <DGMONGAEmail@hrsa.gov>
Date: April 1, 2021 at 10:09:26 AM PDT
To: "Wilson, James" <jwilson2@clackamas.us>, "Cockrell, Deborah" <DCockrell@clackamas.us>, "Cockrell, Deborah" <DCockrell@clackamas.us>, "Cockrell, Deborah" <DCockrell@clackamas.us>
Cc: "arodrigues@hrsa.gov" <arodrigues@hrsa.gov>
Subject: Transmission of a HRSA Notice of Award for 1 H8FCS41371-01-00

Warning: External email. Be cautious opening attachments and links.

Dear Colleague,

The attached Notice of Award, H8FCS41371-01-00 for American Rescue Plan Act Funding For Health Centers to CLACKAMAS, COUNTY OF, OREGON CITY, Oregon is provided by the Health Resources and Services Administration (HRSA). Please retain this notice for your official records, as a paper copy will not be provided. Please do not reply to this automatic email. Refer to the contacts section of the award notice for the name, phone number and email of your program and grants management contact. Also, refer to the Remarks portion of the NoA and the attached Terms and Conditions for the specific purpose of this action.

Please click on following link to access Awards Management Tutorial that will assist you in the successful administration and fiscal management of your award or cooperative agreement. <http://www.hrsa.gov/grants/manage/awardmanagement/index.html>

Note: To view the Notice of Award, Acrobat Reader version 5 or above must be installed.

[Spam Email](#)

Phishing Email

June 16 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply to Funding Opportunity with CareOregon for CareOregon Emergency Relief Funds

Purpose/Outcomes	Emergency Relief Funds intended to provide one-time, immediate support to CareOregon network partners experiencing financial hardship due to an emergency event outside of their control. Health Centers Division intend to utilize funds to establish two SBHC in the North Clackamas School District and complete construction of the new integrated Sandy Health Center.
Dollar Amount and Fiscal Impact	The maximum agreement value is \$750,000
Funding Source	CareOregon. No County General Funds are involved.
Duration	Effective upon award and terminates exhaustion of funds
Previous Board Action	No Previous Board Actions have been taken.
Strategic Plan Alignment	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	Not required, application only
Procurement Review	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a direct procurement of a grant.
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	10168

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval to apply to the Emergency Relief Funds opportunity issued by CareOregon. Health Centers will open two new SBHCs and expand comprehensive medical, dental, behavioral health and substance abuse treatment to low-income and underserved residents of North Clackamas School District. The sites are located at Clackamas High School and Adrienne C. Nelson High School. It will also utilize the funds to complete the construction of the new integrated Sandy Health Center.

This funding opportunity has a maximum value of \$750,000. It is effective upon award and terminates when funds are exhausted.

RECOMMENDATION:

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

Respectfully submitted,

*Mary Rowland for
Rodney A. Cook*

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

Financial Assistance Application Lifecycle Form

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

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

**** CONCEPTION ****

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

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

Lead Department: HSS-Health Centers Division
Application for: Subrecipient Assistance Direct Assistance
Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only
If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: CareOregon's Emergency Relief Fund

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): Jennifer Stone

Requestor Contact Information: JStone@clackamas.us; 503-742-5967

Department Fiscal Representative: Sarah Jacobson

Program Name or Number (please specify): Pediatric and Primary Clinics

Brief Description of Project:

Funding will be utilized for two major projects within Clackamas County Health Centers which will greatly expand the ability to provide primary care, integrated mental health, and dental services to the residents of Clackamas County. 1.) The establishment of two new School Based Health Centers in the North Clackamas School District; located at Clackamas High School and Adrienne C. Nelson High School. These SBHCs will provide primary care, integrated mental health and limited dental services. 2.) The ongoing construction/completion of a new fully integrated Sandy Health Center in Sandy, OR.

Name of Funding Agency: CareOregon

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

OR

Application Packet Attached: Yes No

Completed By: Jennifer Stone 5/5/2021
Date

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

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

Competitive Application <input type="checkbox"/>	Non-Competing Application <input type="checkbox"/>	Other <input checked="" type="checkbox"/>
CFDA(s), if applicable:	<u>N/A</u>	Funding Agency Award Notification Date: <u>None established by CareOregon</u>
Announcement Date:	<u>3/30/2021</u>	Announcement/Opportunity #: <u>N/A</u>
Grant Category/Title:	<u>Emergency Relief Fund</u>	Max Award Value: <u>Requesting \$750,000</u>
Allows Indirect/Rate:	<u>Not specified</u>	Match Requirement: <u>No</u>
Application Deadline:	<u>None established by CareOregon</u>	Other Deadlines: <u>N/A</u>
Award Start Date:	<u>None established by CareOregon</u>	Other Deadline Description: <u>N/A</u>
Award End Date:	<u>None established by CareOregon</u>	Program Income Requirement: <u>N/A</u>
Completed By:	<u>Jennifer Stone</u>	
Pre-Application Meeting Schedule:	<u>4/14/2021</u>	

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

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

This funding opportunity supports the opening of two new school based health centers which will treat the vulnerable pediatrics population within the schools and the completion of a new fully integrated Sandy Health Center

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

None.

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

The objective of this funding opportunity is to open two new school based health centers and a fully integrated health center in Sandy, OR. We will meet this objective by hiring staff to meet the needs of the vulnerable population they will be serving.

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

The two new school based health centers will fall under the Gladstone and School based Health Centers MFR program. The new integrated health center will fall under the Primary Care MFR program.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

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

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

Yes, Health Centers partners with the school district. The school district provides the space at each school for the Health Centers staff to provide services.

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

N/A

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

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

Collaboration

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

N/A

Reporting Requirements

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

Submit report within 6 months of receipt of funds detailing how dollars were used and their impact.

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

CareOregon provided no performance evaluation requirements for this funding.

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

CareOregon provided no fiscal reporting requirements for this funding.

Fiscal

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

Yes the cost to administer the grant will be minimal.

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

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

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

N/A

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

No, this grant does not cover indirect costs.

Program Approval:

Carol Kepp

Carol Kepp

Digitally signed by Carol Kepp
Date: 2021.05.04 12:33:20 -07'00'

Name (Typed/Printed)

Date

Signature

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

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCIAL ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Deborah Cockrell	5/7/2021	Deborah Cockrell
Name (Typed/Printed)	Date	Signature
Digitally signed by Deborah Cockrell Date: 2021.05.04 13:54:58 -07'00'		

DEPARTMENT DIRECTOR (or designee, if applicable)		
Mary Rumbaugh	5/13/2021	Mary Rumbaugh
Name (Typed/Printed)	Date	Signature
Digitally signed by Mary Rumbaugh Date: 2021.05.13 14:45:39 -07'00'		

FINANCE ADMINISTRATION		
Elizabeth Comfort	5.17.2021	Elizabeth Comfort
Name (Typed/Printed)	Date	Signature
Digitally signed by Elizabeth Comfort Date: 2021.05.17 07:28:34 -07'00'		

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
Daniel Nibouar	5/18/2021	Daniel Nibouar
Name (Typed/Printed)	Date	Signature
Digitally signed by Daniel Nibouar Date: 2021.05.18 15:20:40 -07'00'		

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

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

From: [Jacobson, Sarah](#)
To: [Howard, Rebecca](#)
Subject: FW: CareOregon Funding Opportunity - SBHCs
Date: Monday, May 17, 2021 2:59:12 PM

From: Jacobson, Sarah
Sent: Tuesday, March 30, 2021 10:44 AM
To: Sullivan, Lisa <LSullivan@clackamas.us>; Wilson, James <jwilson2@clackamas.us>; Danehy, Egan <EDanehy@clackamas.us>; Edwards, Selynn <SEdwards@clackamas.us>; Kearl, Adam <AKearl@clackamas.us>; DeGiulio, Benjamin <BDeGiulio@clackamas.us>; Stone, Jennifer <JStone@clackamas.us>; DeFilippi, Nicolette <NDeFilippi@clackamas.us>; Kepp, Carol <CKepp@clackamas.us>
Subject: CareOregon Funding Opportunity - SBHCs

Hi Team-

Please see below for the information I have regarding the CareOregon funding opportunity that we will meet about this afternoon. There are 8 questions in the application and an optional budget. We have decided to use the two new SBHCs as our project for this funding opportunity. We will meet this afternoon to discuss this opportunity and discuss and assign narrative questions.

Funding Announcement and Application

I wanted to share a funding opportunity that CareOregon has developed to support provider/network partners unexpected business hardships due to wildfires and COVID-19 ongoing challenges including the need to support vaccination distribution. We welcome your organization's request and ask that you complete the grant application with all of your services in mind. We encourage you to outline how your organization impacts communities of color and/or those communities where English is not the primary language spoken.

We do not have a specific timeline to release requested fund however given the nature of the crisis we will do our best to respond to your needs as soon as possible.

1. Please summarize your request in less than 50 words.
2. Describe your request in more detail here, including the situation prompting you to apply to CareOregon's Emergency Relief Fund.
3. Describe the anticipated impact of receiving emergency relief funding from CareOregon on your services and or patients / members.
4. Describe any populations you serve that are disproportionately affected by the situation / emergency.
5. What is the applicant organization's current annual operating budget?
6. Specifically, how will CareOregon Emergency Relief Fund dollars be used by the applicant organization? A detailed budget is optional.
7. IF NOT FUNDED through the Emergency Relief Fund from CareOregon, what are the anticipated

impacts on your services and or patients / members?

8. What is the estimated number of CareOregon members that would benefit from this funding?

Thank you!

Sarah

Sarah Jacobson (she/her/hers)

Interim Administration and Financial Services Manager

[Why Pronouns Matter](#)

Clackamas Health Centers Division

503-201-1890 (cell)

This office is open Monday thru Thursday, 7:00 am to 6:00 pm. We are closed on Fridays and Holidays.

Serving our Community. Reducing barriers to health. Improving lives.



Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential or privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

June 16, 2021

Board of County Commissioners,
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) with Oregon Health Authority
and Clackamas County Public Health Division

Purpose/Outcomes	OHA is providing funding under this Agreement, for the purpose of responding to the state of emergency declared by the Governor Kate Brown in State of Oregon Executive Order 20-03 (Declaration of Emergency due to Coronavirus (COVID-19), Outbreak in Oregon) as extended by State of Oregon Executive Order 20-67 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of COVID-19.
Dollar Amount and Fiscal Impact	This is a FEMA revenue Agreement only.
Funding Source	No County General Funds are involved
Duration	December 1, 2020 through September 30, 2021
Strategic Plan Alignment	FEMA funding for COVID-19 Vaccination Operations
Previous Board Action	No previous action
Counsel Review	Approved 5/18/21 by KR
Contact Person	Philip Mason-Joyner, Public Health Director – 503-742-5456
Contract No.	10156

BACKGROUND:

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement (IGA) with Oregon Health Authority.

This Agreement is subject to the additional federal terms and conditions located at: <https://www.oregon.gov/das/Procurement/Documents/COVIDFederalProvisions.pdf>, as may be applicable to this Contract as well as the terms of the FEMA-OHA State Agreement, attached hereto as Exhibit E and incorporated herein by reference. See also Section 3. of Exhibit A, Part 1.

Upon approval of this Agreement by the parties, and when required, the Department of Justice, this Agreement shall become effective on **December 1, 2020** regardless of the date this Agreement has been fully executed by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **September 30, 2021**.

Recommendation

We recommend the Board of County Commissioners approve this Amendment.

Staff Report

Contract # 170117 (H3S #10156)

Page 2

Respectfully submitted

Mary Roabarger for Rodney A. Cook

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10156	Division: PH	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Webb, Karen	<input checked="" type="checkbox"/> Revenue
	Program Contact: La Croix, Kim	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda Date: _____

CONTRACT WITH: Oregon Health Authority

CONTRACT AMOUNT: \$1,000,000.00

TYPE OF CONTRACT

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

DATE RANGE

- | | |
|--|--|
| <input checked="" type="checkbox"/> Full Fiscal Year _____ | <input type="checkbox"/> 4 or 5 Year _____ |
| <input type="checkbox"/> Upon Signature _____ | <input type="checkbox"/> Biennium _____ |
| <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> Retroactive Request? 12/01/2020 - 07/31/2021 |

INSURANCE What insurance language is required?

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

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

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

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

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

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Tuesday, May 18, 2020

OR

This contract is in the format approved by County Counsel

SIGNATURE OF DIVISION REPRESENTATIVE:

Date: _____

H3S Admin
Only

Date Received: _____
Date Signed: _____
Date Sent: _____

AGREEMENTS/CONTRACTS

X New Agreement/Contract
Amendment/Change Order Original Number _____

ORIGINATING COUNTY

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

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Oregon Health Authority

BOARD AGENDA ITEM

NUMBER/DATE: _____ DATE: _____

PURPOSE OF

CONTRACT/AGREEMENT: OHA is providing funding under this Agreement, for the purpose of responding to the state of emergency declared by the Governor Kate Brown in State of Oregon Executive Order 20-03 (Declaration of Emergency due to Coronavirus (COVID-19), Outbreak in Oregon) as extended by State of Oregon Executive Order 20-67 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of COVID-19.

H3S CONTRACT NUMBER: 10156

COUNTY COUNSEL DOCUMENT REVIEW TRANSMITTAL FORM

DATE: Monday, May 17, 2021

TO: COUNTY COUNSEL ATTORNEY: Kathleen Rastetter or available County Attorney

FROM: Karen Webb, Contract Administration

EXTENSION: 5329 or mobile 503-679-9111

DEPARTMENT/DIVISION: Health, Housing and Human Services Department

BILL TO (*Department/Division to be billed*): Behavioral Health Health Centers Public Health

TYPE OF DOCUMENT: Intergovernmental Agreement

CONTRACTOR NAME: OHA #10156

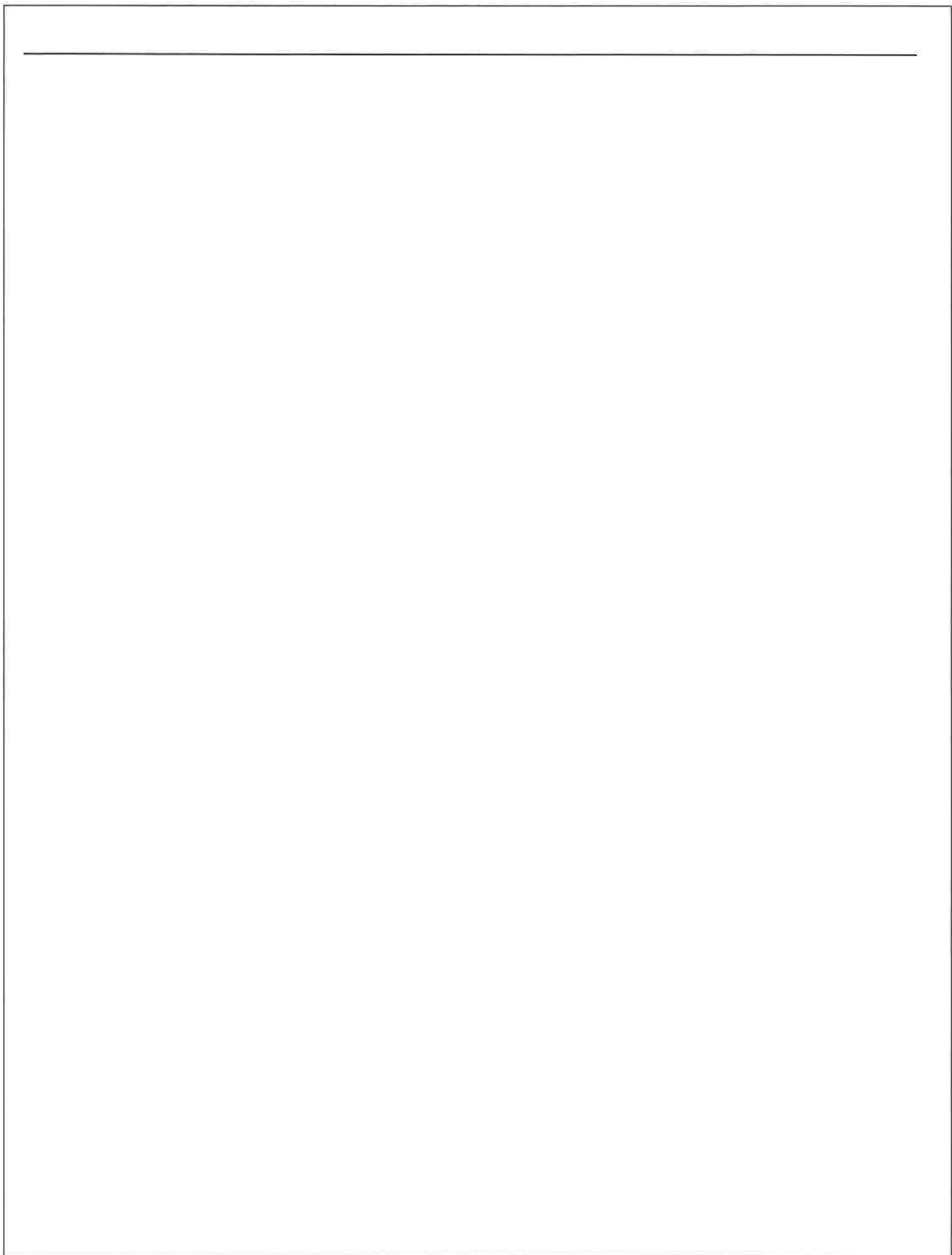
REQUESTED RETURN DATE: Monday, May 24, 2021

Thank You!

APPROVED AS TO FORM:

County Counsel: *Kathleen J. Rastetter* Date: 5/18/2021

Counsel Comments: _____





Agreement Number 170117

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

**Clackamas County
2051 Kaen Road, Suite 367
Oregon City, OR 97045-4035
Attn: Philip Mason-Joyner
Phone: (503) 742-5300
Email: pmason@co.clackamas.or.us**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to OHA's

**Public Health Division
800 NE Oregon Street, Suite 930
Portland, OR 97232
Agreement Administrator: Carole Yann or delegate
Telephone: 971-212-1363
E-mail address: carole.l.yann@dhsaha.state.or.us**

RECITAL

OHA is providing funding under this Agreement, for the purpose of responding to the state of emergency declared by the Governor Kate Brown in State of Oregon Executive Order 20-03 (Declaration of Emergency due to Coronavirus (COVID-19), Outbreak in Oregon) as extended by State of Oregon Executive Order 20-67 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of COVID-19.

This Agreement is subject to the additional federal terms and conditions located at: <https://www.oregon.gov/das/Procurement/Documents/COVIDFederalProvisions.pdf>, as may be applicable to this Contract as well as the terms of the FEMA-OHA State Agreement, attached hereto as Exhibit E and incorporated herein by reference. See also Section 3. of Exhibit A, Part 1.

1. Effective Date and Duration.

Upon approval of this Agreement by the parties, and when required, the Department of Justice, this Agreement shall become effective on **December 1, 2020** regardless of the date this Agreement has been fully executed by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **September 30, 2021**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- Attachment 1: Invoice Form
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Exhibit E: FEMA-OHA/State Agreement

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits E, D, B, A, and C.
- c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

3. Consideration.

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$1,000,000**. OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- b. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Contractor or Subrecipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, OHA's determination is that:

County is a subrecipient County is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 97.036

5. County Data and Certification.

a. **County Information.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): _____

Street address: _____
City, state, zip code: _____
Email address: _____
Telephone: _____ **Facsimile:** _____

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement, all insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: _____
Policy #: _____ Expiration Date: _____

- b. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
- (1) The County is in compliance with all insurance requirements of this Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
 - (2) The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;
 - (3) The information shown in this Section 5a. “County Information”, is County’s true, accurate and correct information;
 - (4) To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (5) County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - (6) County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;
 - (7) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding; and

- (8) County Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is required to provide OHA with the new FEIN within 10 days.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

6. **Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

Clackamas County
By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

State of Oregon, acting by and through its Oregon Health Authority pursuant to ORS 190
By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

_____	_____
<i>Jeff Wahl, AAG via email</i>	<i>May 14, 2021</i>
_____	_____
Department of Justice	Date

OHA Program Review:

_____	_____
<i>Carole Yann & Derrick Clark via email</i>	<i>Carole Yann & Derrick Clark</i>
_____	_____
Authorized Signature	Printed Name
<i>Carole Yann: Fiscal & Business Operations Director</i>	<i>May 14, 2021</i>
<i>Derrick Clark: Operations & Policy Analyst</i>	<i>May 13, 2021</i>
_____	_____
Title	Date

EXHIBIT A
Part 1
Statement of Work

1. Background and Purpose

Oregon's local public health agencies are assisting in establishing vaccination sites and vaccine administration around Oregon to support Governor Kate Brown's COVID-19 vaccination plan. The funds provided under this Agreement will support the establishment and maintenance of vaccination implementation activities.

As used in this Agreement, the phrase "vaccination sites" includes but are not limited to facilities that house vulnerable populations, and other non-traditional venues such as convention centers, community centers, places of worship, retail settings, food pantries and drive-through testing sites as determined by local stakeholder partners.

The purposes of this Agreement are to:

- obtain County's services described in Section 2. below to expedite and maximize the COVID-19 vaccination rate throughout Oregon by establishing vaccination sites for their local communities; and
- help Governor Brown and the Oregon Health Authority achieve and maintain the statewide vaccination goals to vaccinate Oregonians, depending on vaccination supply provided by the federal government.

As outlined by Governor Kate Brown, Oregon's vaccination plan relies on a regional framework to meet each region's unique vaccination needs and population. See <https://covidvaccine.oregon.gov/> and <https://www.oregon.gov/oha/covid19/Documents/COVID-19-Vaccination-Plan-Oregon.pdf>

The regional framework creates a coordinated approach led by local hospitals and health systems. Accordingly, the Program activities described below will be done in partnership with local public health agencies (LPHAs) and will prioritize Oregon's vaccination population phases.

2. Required County Services

County shall perform the following services on an ongoing basis throughout the term of this Agreement:

- 2.1** Expedite and maximize COVID-19 vaccinations throughout Oregon at local mass vaccinations sites and community events, with the focus of vaccinating populations based on allocated vaccine supply and as outlined by Governor Brown's vaccination plan, including priority groups and timelines.
- 2.2** Conduct regular dialogue with community stakeholders including community-based organizations, hospitals, providers, organizations representing priority populations, etc.

- 2.3 Provide updated information to the OHA vaccination team on vaccination rate through the ALERT IIS system on a regular basis pursuant to state and federal guidance.
- 2.4 Adhere to the OHA guidance on vaccinating priority groups as driven by local vaccination supply.
- 2.5 Provide ongoing recommendations to the OHA with on-the-ground data and information for improvement regarding vaccination deployment, implementation, and operations.
- 2.6 Catalogue various expenses related to vaccination services. (*See Vaccination Service Expense Report table below under Section 3. Reporting Requirements.*)
- 2.7 Participate with OHA and members of the Governor's office in a post-event evaluation to highlight learnings for future events.

3. Compliance with FEMA-OHA/State Agreement (Exhibit E)

The terms of the FEMA-OHA/State Agreement that provides federal FEMA Public Assistance award funds for this Agreement are incorporated herein by reference into this project Agreement (and attached hereto as Exhibit E). County must comply with all applicable laws, regulations, policy and guidance, including but not limited to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Title 44 of the CFR, FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide, and other applicable FEMA policy and guidance.

3. Reporting Requirements

To support County's invoices County shall collect the following reports and submit them to ohacovid.fema@dhsosha.state.or.us as follows:

Report type	Reporting requirement	Report Periods	Report Due Dates
Project outcome reports	County's summary of outcomes for the report period: site locations, stakeholders participating, vaccination throughput rate, and populations served (including race / ethnicity and age).	December 1, 2021 through Agreement execution	30 days after Agreement execution.
		Each month of the Agreement from Agreement execution through June 30, 2021	The 15 th day of the month following the Report Period
Cost - expenditure reports	County's cost - expenditure reports shall include a summary of expenditures for the report period, including: a completed <i>Vaccination Service Expense Report</i> (see report form below*), and supporting documentation for expenses as requested by OHA, which Contractor shall maintain in accordance with Exhibit B, Section 15. Records Maintenance; Access. In addition, County shall complete and submit any required FEMA cost - expenditure reports that OHA provides County for completion.	December 1, 2021 through Agreement execution	30 days after Agreement execution.
		Each month of the Agreement from Agreement execution through June 30, 2021	The 15 th day of the month following the Report Period

*Vaccination Service Expense Report		
LPHA Name:		
Report Period:		
Vaccination Service Expense Type		Reimbursement Request
<input type="checkbox"/>	Staff time for management, coordination, planning	\$
<input type="checkbox"/>	Staff time for volunteer recruitment, management	\$
<input type="checkbox"/>	Staff time for outreach and/or communications	\$
<input type="checkbox"/>	Staff time for quality assurance and improvement	\$

*Vaccination Service Expense Report		
LPHA Name:		
Report Period:		
Vaccination Service Expense Type	Reimbursement Request	
<input type="checkbox"/> Staff time for greeters, registration, patient flow	\$	
<input type="checkbox"/> Staff time for public health reporting, data entry	\$	
<input type="checkbox"/> Workforce recruitment and training	\$	
<input type="checkbox"/> Volunteer mileage, parking, per diem	\$	
<input type="checkbox"/> Public education campaigns	\$	
<input type="checkbox"/> Translation services and/or capabilities	\$	
<input type="checkbox"/> Vaccine site space rental	\$	
<input type="checkbox"/> Scheduling planning and technology solutions	\$	
<input type="checkbox"/> Supplies and equipment not supplied by federal government: personal protective equipment, storage, patient/traffic flow, signage	\$	
<input type="checkbox"/> Security services	\$	
<input type="checkbox"/> Transportation for patients and/or workforce	\$	
<input type="checkbox"/> Transport of vaccine and/or supplies	\$	
<input type="checkbox"/> Legal and compliance services	\$	
<input type="checkbox"/> EMS on-site (note – cannot include cost of treatment)	\$	
<input type="checkbox"/> Additional expenses approved by OHA in writing (list additional expense types).	\$	
TOTAL REQUEST		\$

Note: OHA will not reimburse the following costs under this Agreement:

- Costs of the vaccine and ancillary supplies supplied by the federal government; and
- Other costs that are expected to be reimbursed by third party insurance.

EXHIBIT A
Part 2
Payment and Financial Reporting

1. Payment Provisions.

- a. All payments under this Agreement will be made on a cost reimbursement basis.
- b. County shall send all invoices to ohacovid.fema@dhsoha.state.or.us or to any other address as OHA may indicate in writing to County. *See Attachment 1: Invoice Form.* County's claims to OHA for overdue payments on invoices are subject to ORS 293.462.
- c. OHA will review the reports required by Section 3. of Exhibit A, Part 1 (Project outcome reports and Cost expenditure reports, and supporting documentation for expenses as requested by OHA).

OHA approval of those reports is required prior to payment of County's invoices and will be the method for verifying payments and proper expenditures under this Agreement.

- 2. Travel and Other Expenses.** OHA will not reimburse County for any travel or other expenses not listed in the *Vaccination Service Expense Report* form listed in Exhibit A, Part 1, Section 3. Reporting Requirements or approved in writing by OHA.

Note: OHA will not reimburse the following costs under this Agreement:

- Costs of the vaccine and ancillary supplies supplied by the federal government; and
- Other costs that are expected to be reimbursed by 3rd party insurance.

**Attachment 1:
INVOICE FORM:**

Invoice #: _____

OHA Agreement #170117

Date: _____

From: Clackamas County
2051 Kaen Road, Suite 367
Oregon City, OR 97045-4035
Attn: Richard Swift
Phone: (503) 655-8479
Email: rswift@co.clackamas.or.us

Tax ID/EIN # _____

To: Oregon Health Authority
Public Health Division
800 NE Oregon Street, Suite 930
Portland, OR 97232
Attention: Carole Yann
Telephone: 971-212-1363
Email: ohacovid.fema@dhsoha.state.or.us

Submit invoice only via email to: ohacovid.fema@dhsoha.state.or.us.

DESCRIPTION	TOTAL
Total Due	\$

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. OHA, County and any subcontractor will share information as necessary to effectively serve OHA clients.

2. Amendments.

- a. OHA reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) OHA may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by the County under this Agreement.
 - (2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. OHA further reserves the right to amend the Statement of Work for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.
- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional

provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 "Amendments" of this Agreement.

4. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
5. **Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the OHA office that referred the child or family. The County will make immediate contact with the OHA office when media contact occurs. The OHA office will assist the County with an appropriate follow-up response for the media.
6. **Nondiscrimination.** The County must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) **Due Authorization.** The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other

administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. OHA represents and warrants as follows:

- (1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

5. Funds Available and Authorized Clause.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

6. Recovery of Overpayments. If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

7. Reserved.

8. Ownership of Intellectual Property.

- a. **Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.

- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
 - c. If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Work, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
 - d. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.
9. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:
- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
 - c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. OHA Default. OHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by County to measure performance by OHA is untrue in any material respect when made.

11. Termination.

a. County Termination. County may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to OHA;
- (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
- (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. OHA Termination. OHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative

Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;

- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or
- (6) Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

c. Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

12. Effect of Termination.

a. Entire Agreement.

- (1) Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.
- (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

b. Obligations and Liabilities. Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

13. Limitation of Liabilities. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

14. **Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
15. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
17. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including

at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. OHA's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
21. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, 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 County or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
27. **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.
28. **Reserved.**
29. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such

expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 30. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 31. Stop-Work Order.** OHA may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
 - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT C

Subcontractor Insurance Requirements

County shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

PROFESSIONAL LIABILITY:

Required Not required

NETWORK SECURITY AND PRIVACY LIABILITY:

Required Not required

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the OHA or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the OHA has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and County's acceptance of all Services required under this Subcontract, or, (ii) County's or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

County shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall

list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by OHA under this agreement and to provide updated requirements as mutually agreed upon by Contractor and OHA.

STATE ACCEPTANCE:

All insurance providers are subject to OHA acceptance. If requested by OHA, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to OHA's representatives responsible for verification of the insurance coverages required under this Exhibit C.

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State,

local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h.** No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery. County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. Audits.

- a.** County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b.** If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, Recipient is exempt from federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

8. Debarment and Suspension. County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. Pro-Children Act. County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

10. Medicaid Services. [Reserved]

11. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosure. [Reserved]**
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:
 - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.
14. **Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

Exhibit E: FEMA-OHA/State Agreement

439679 172308 OHA Vaccine Operations OR

The purpose of this Version 0 Expedited Project is to provide funding to the Oregon Health Authority for COVID-19 emergency response activities of distributing and administering COVID-19 vaccines to its population starting from January 21, 2021 through April 20, 2021.

*****VERSION 1*****

The purpose of this Version 1 Expedited Project is to provide funding to the Oregon Health Authority for COVID-19 emergency response activities of distributing and administering COVID-19 vaccines to its population starting from December 1, 2020 through July 31, 2021.

The project cost estimate is prepared based on Applicant-provided costs in response to FEMA 4499DR-OR (a COVID-19 declared event).

Work to be Completed

The Oregon Health Authority (OHA) is applying for funding on behalf of PNPs that will be administering vaccinations within the State. The applicant's funding request to vaccinate its population within their jurisdiction is limited at 36% of the population. According to the 2019 US Census, the total population of the State was 4,217,737. The total amount of vaccines eligible to be administered is 3,036,772 eligible doses (2 doses X 36% X 4,217,737).

The Applicant plans to distribute 75% of the eligible doses, 2,176,626 eligible doses ((3,036,772 eligible doses - 134,604 previously obligated doses) x 75%) throughout the state in this operational period by utilizing up to 71 potential vaccination sites of various sizes. These potential sites include 3 Mega Sites, 10 Large Sites, 23 Medium Sites, and 35 Small Sites. Local jurisdictions may request for the remaining 25% of the eligible doses, 725,542 eligible doses ((3,036,772 eligible doses - 134,604 previously obligated doses) x 25%).

The average unit cost based on Applicant provided information is \$101.15/dose, which is within the allowable range identified in 'Vaccine Administration Unit Costs.xlsx'.

Total project cost = unit cost per dose X eligible doses = \$101.15 X 2,176,626 = \$220,165,720

Approximate Vaccine Unit Cost per Site Type: (rounded to the nearest cent)

- 3 Mega Sites: \$28,911,592.60
 - \$58.85/vaccine x 491,276 vaccines
- 10 Large: \$68,270,960.34
 - \$83.38/vaccine x 818,793 vaccines
- 23 Medium: \$79,767,175.94
 - \$127.07/vaccine x 627,742 vaccines

- 35 Small: \$43,215,991.02
 - \$180.96/vaccine x 238,815 vaccines

Oregon Health Authority

A. Labor: \$200,990,107.75

- For Emergency Work, only overtime labor is eligible for budgeted employees. For unbudgeted employees performing Emergency Work, both straight-time and overtime labor are eligible. Chapter 2:V.A. Applicant (Force Account) Labor of the PAPPG (V3.1)
 - 2 Team Lead
 - 2 Deputy Team Lead
 - 22 Security Personnel
 - 10 Traffic Control
 - 52 Vaccinators
 - 7 Pharmacists
 - 25 Nurse's Aides
 - 25 Medical Screeners
 - 2 Supply Managers
 - 5 IT Support
 - 5 On Call EMT
 - 32 General Staff
 - 4 Logistics Specialists
 - 2 Forms Distribution Staff
 - 2 Orientation Personnel
 - 4 Clinic Flow; Reviewers/Billing
 - 1 Clinic Manager
 - 3 Translators
 - 10 Float Staff
 - 3 Legal Affairs Officers

B. Facility Leases Costs: \$2,902,174.68

- Facility Lease
- Additional Parking

C. Facility Equipment/Service Costs: \$6,227,059.17

- Disinfection of Interior Facility will have no grey water runoff.
- One time 'Start-Up' Cost:
 - 4 Internet Access Hot Spot Device (one time cost)
 - 38 Interior Signage (one time cost)
 - 228 Chairs / Tables (per staff basis)
 - 300 Medical Waste Disposal (one time cost)
 - 10 Hand Carts (one time cost)
 - 15 Storage Equip (one time cost)
 - 1 Janitorial (one time material cost)

- o 51 Tablets (one time cost)
- o 84 Specialty Freezers (one time cost)
- o 2 Outside banner
- o 6 Message Boards in parking lot
- o 600 Traffic cones in parking lot
- o 52 Interior Privacy Partitions
- o 1 Initial Buildout of Facility
- o 1 Restoration back to pre-disaster

D. Medical Materials Costs: \$10,046,378.29

- 3,000 Needles
- 3,000 Syringes
- 3,000 Alcohol Prep Pads
- 1,500 Surgical Masks
- 1,500 Face Shields
- 3,000 Band-aids
- 1,500 Gloves
- 18 Sharp Containers
- 150 Antihistamines
- 5 Epi-Pens
- 25 First aid kit
- 18 Blood pressure measuring device
- 18 Light source to examine mouth and throat
- 3,000 Oxygen
- 18 Stethoscope
- 18 Timing device for measuring pulse
- 3,000 Tongue depressors
- 3,000 Tourniquet

Work to be Completed Total: \$220,165,719.90

Expedited project will be funded at 50% of the project cost.

Version 0 Expedited Project Cost x 50%Reduction: \$110,082,859.95

The Federal Cost Share for this Project is 100%.

Project Notes:

1. Scope and cost were developed based on 'Vaccine Administration Unit Costs.xlsx' See attachment: 'ST 172308 cost estimate.xlsx'.
2. This is an Expedited Project and will be reconciled for actual costs with all documentation required prior to any future version of this project.

3. Oregon projects with doses previously obligated are: 170298 (2,380); 169848 (5,344); 169861 (5,710); 169867 (61,616); 170071 (59,554). Total doses previously obligated = 134,604.
4. 'VERSION 1' only modifies project start and end dates. See document 'DR 4499 OR - Oregon Health Authority - Request to Modify our FEMA Agreement - Project 172308.pdf'.

Grant Conditions

COVID-19 Expedited Application Disclosures:

1. Contracts must include a Termination for Convenience clause.
2. FEMA will not approve PA funding that duplicates funding or assistance provided by another Federal agency, including the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, and the United States Department of Agriculture.
3. FEMA will only reimburse for PPE/medical supplies and equipment provided to and used by Applicants and essential workers as necessary to prevent the spread of infection as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19.
4. Under the COVID-19 Declarations, eligible emergency medical care costs are eligible for the duration of the Public Health Emergency, as determined by HHS.
5. Medical Waste will be disposed of in accordance with state-approved protocol.
6. Pursuant to Section 312 of the Stafford Act, FEMA is prohibited from providing financial assistance where such assistance would duplicate funding available from another program, insurance, or any other source for the same purpose.
7. The level of disinfection work proposed for Healthcare and other public facilities needs to comply with the Centers for Disease Control and Prevention (CDC) recommendations for Healthcare or Community Facilities that have been occupied or visited by those Suspected or Confirmed of having Coronavirus Disease 2019. For any additional, non-routine disinfection work undertaken by the Applicant, the Applicant must demonstrate that the work was taken at the direction or guidance of a Public Health Official and that it complies with CDC recommendations for disinfection of subject Facilities.

June 15, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Amendment #1 with Northwest Family Services
to provide Ready for Kindergarten workshops
and educational supplies to families with young children

Purpose/Outcome	Northwest Family Services will facilitate Ready for Kindergarten parenting workshops, virtual story-time engagement activities for parents and young children, and provide Brain Box educational materials for families with children birth to five. These services will foster brain development, school readiness, and positive parent-child interaction for families living in Clackamas County.
Dollar Amount and Fiscal Impact	Amendment #1 adds \$7,998 for a maximum value of \$56,558.40 and extends the end date to September 30, 2021.
Funding Source	Oregon Community Foundation (\$22,280.65) Oregon State University for its College of Public Health (\$15,408.43) Oregon State University (Student Success Act) (\$7,998) Clackamas County General Fund (\$10,871.32)
Duration	This amendment is effective upon signature by all parties for services ending September 30, 2021.
Previous Board Action/Review	n/a
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 5/17/21, KR
Procurement Review	Was the item processed through Procurement? No. Local Sub-Recipient Grant amendment for continuation of services
Contact Person	Adam Freer 971-533-4929
Contract No.	CFCC 9798

BACKGROUND:

The Children, Family & Community Connections (CFCC) Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Amendment with Northwest Family Services to provide high quality, evidence-based parenting education series and educational supplies to parents and caregivers in Clackamas County. Evidence-based parent education expands parent knowledge resulting in healthy child development, as well as improved parenting skills, parent-child relationships, and school readiness.

Healthy Families. Strong Communities.

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

www.clackamas.us

This Grant Amendment is effective upon signature by all parties for services ending on September 30, 2021.
This Agreement has a maximum value of \$56,558.40.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorizes Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted

*Mary Bombardieri for
Rodney A. Cook*

Rodney Cook, Interim Director
Health, Housing & Human Services

Local Subrecipient Grant Amendment (FY 21-22)
H3S – Children, Family & Community Connections Division

<u>Local Subrecipient Agreement Number: 9798</u>	<u>Board Order Number: 073020-A3</u>
<u>Department/Division: H3S-CFCC</u>	<u>Amendment No. 1</u>
<u>Local Recipient: Northwest Family Services</u>	<u>Amendment Requested By: Adam Freer</u>
Changes: <input checked="" type="checkbox"/> Scope of Service	<input checked="" type="checkbox"/> Agreement Budget
<input checked="" type="checkbox"/> Agreement Time	<input type="checkbox"/> Other:

Justification for Amendment:

This Amendment adds to the maximum compensation and updates the Scope of Work to include additional Kindergarten Readiness workshops for parents with children 4-5 years old, virtual literacy engagement activities for parents and young children, and provide educational materials to families for children birth to five.

Maximum compensation is increased by \$7998 for a revised maximum of \$56,558.40. The amendment becomes effective when it is fully executed for services ending September 30, 2021.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

Amend Recital:

2. SUBRECIPIENT will conduct Spanish and English class series Parenting Inside Out (targeting families with children birth to 6) and Strengthening Families Program (targeting families with children 10-16). Classes may be conducted in person or virtually to best meet the health and safety needs of the community.

To Read:

2. SUBRECIPIENT will conduct Spanish and English class series Parenting Inside Out (targeting families with children birth to 6) and Strengthening Families Program (targeting families with children 10-16). ***SUBRECIPIENT will additionally provide 3 virtual Kindergarten Readiness workshops for parents with children 4-5 years old, conduct virtual literacy activities for parents and young children, and distribute home educational materials to families with children birth to five.*** Classes may be conducted in person or virtually to best meet the health and safety needs of the community.

Amend:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than July 1, 2020 and not later than June 30, 2021, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

To Read:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than July 1, 2020 and not later than **September 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

Amend:

4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation (\$22,280.65), Oregon State University for its College of Public Health and Human Sciences (\$15,408.43), and Clackamas County (\$10,871.32) The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is \$48,560.40.

To Read:

4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation (\$22,280.65), **Oregon State University for its College of Public Health and Human Sciences (\$23,406.43)**, and Clackamas County (\$10,871.32) The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is **\$56,558.40**.

REPLACE:

Exhibit A-1 Scope of Work

With:

SCOPE OF WORK

PROGRAM GOALS

Oregon Community Foundation – Oregon Parenting Education Collaborative (OPEC) goals are to expand parenting education opportunities in Clackamas County, especially in areas and among populations where there is limited access with the intent of increasing parenting skills and knowledge of healthy child development and to promoting early learning and readiness for kindergarten.

PROGRAM ACTIVITIES AND EXPECTED OUTCOMES - classes may be facilitated in person or virtually to best meet the health and safety needs of the community. Outcomes measured by Parenting Skills Ladder survey, workshop evaluations and facilitator observations.

- By June 30, 2021 conduct two Spanish and two English class series of Paternidad Activa 4a/Active Parenting Now. Classes must target families with children 10 to 16 years old.
- By June 30, 2020 conduct three English class series of Parenting Inside Out. One series will target must target families with children birth to 6 years old and the other two series will target families with children 10-16 years old.
- By June 30, 2021 conduct two Spanish class series of Abriendo Puertas. Classes must target families with children birth to 6 years old.
- By June 30, 2021 conduct one English class series of Strengthening Families Program 10-14. Classes must target children 10 to 16 years old.
- ***By September 30, 2021 facilitate Ready for Kindergarten parenting class series for families with children 3-5 years old.***
- ***By September 30, 2021 produce a minimum of four virtual story time videos and deliver accompanying materials to families with children birth to 5. Story times may be produced in English or Spanish.***
- ***Ey September 30, 2021 distribute a minimum of 40 educational Brain Boxes to families with children birth to 5 and provide training to organizational staff on these materials and resources for parents and children.***

REPLACE:

Exhibit B: Budget

With:

Exhibit B: Budget					
<p>Contractor: Northwest Family Services Program: OPEC Parenting Education Address: 6200 SE King Rd Portland, OR 97222 Contact Person: Samantha Furlow Phone Number: 503-421-7122 E-mail: sfurlow@nwfs.org</p> <p style="text-align: right;">Contract #: 8798 Amend 1</p>					
Budget Category	Approved Budget (OPEC) 7/1/20-6/30/21	Approved Budget (OSU/DHS) 7/1/20-6/30/21	Approved Budget (County GF) 7/1/20-6/30/21	Approved Budget (OSU/SSA) 7/1/20-9/30/21	Total Budget
Personnel					
Parenting Educators	\$ 8,000.00	\$ 1,750.00	\$ 2,625.00	\$ 1,071.00	\$ 13,446.00
Program Director & Admin	\$ 650.00	\$ 300.00	\$ 150.00	\$ 250.00	\$ 1,350.00
Child care/Support staff	\$ 1,975.00	\$ -	\$ 4,918.75	\$ 725.00	\$ 7,618.75
Fringe	\$ 2,791.50	\$ 150.00	\$ 831.38	\$ 447.00	\$ 4,219.88
	\$ 13,416.50	\$ 2,200.00	\$ 8,525.13	\$ 2,493.00	\$ 26,634.63
Administration					
Admin 10%	\$ 2,389.15	\$ 2,025.43	\$ -	\$ 700.00	\$ 5,114.58
	\$ 2,389.15	\$ 2,025.43	\$ -	\$ 700.00	\$ 5,114.58
Program costs					
Meals & Snacks, Food	\$ 3,200.00	\$ 1,354.00	\$ 1,400.00		\$ 5,954.00
Parent Incentives	\$ 1,700.00	\$ 5,611.00	\$ 250.00	\$ 335.00	\$ 7,896.00
Childcare & Program Supplies	\$ 1,575.00	\$ 4,218.00	\$ 300.00	\$ 4,250.00	\$ 10,343.00
Mileage	\$ -	\$ -	\$ 81.20	\$ 220.00	\$ 301.20
Bus Transportation	\$ -	\$ -	\$ 315.00		\$ 315.00
	\$ 6,475.00	\$ 11,183.00	\$ 2,346.20	\$ 4,805.00	\$ 24,809.20
Total Budget	\$ 22,280.65	\$ 15,408.43	\$ 10,871.33	\$ 7,998.00	\$ 56,558.40

REPLACE:

Exhibit C: Performance Reporting Schedule

With:

Schedule and Requirements:

Due monthly by the 15th of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due quarterly by the 8th of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report

Quarterly due dates:

- July – September Due October 8, 2020
- October – December Due January 8, 2021
- January – March Due April 8, 2021
- April – June Due July 8, 2021

Ready for Kindergarten, Read With Me Virtual Story time and Early Learning Brain Box training and distribution quarterly report (funding to September 30, 21)

- ***July – September Due October 8, 2021***

ADD:

Exhibit D-1: Reimbursement for Request OSU/SSA

Exhibit D-1: REQUEST FOR REIMBURSEMENT				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: <ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request <i>(The Monthly Activity Report is NOT required on months when quarterly reports are due).</i> 				
Contractor: Northwest Family Services Address: 6200 SE King Rd Portland, OR 97222 Contact Person: Samantha Furlow Contact Info: sfurlow@nwfs.org Term: 7/1/20-6/30-21		Contract Number: 9798 - Amend 1 Report Period: <div style="border: 1px solid black; width: 100px; height: 20px; margin-top: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-top: 5px; text-align: center;">OPEC</div>		
Budget Category	Approved Budget (OSU/SSA)	Current Draw Request	Previously Requested	Balance
Personnel				
Parenting Educators (R4K, Read w/Me, Boxes)	\$ 1,071.00	\$ -	\$ -	\$ 1,071.00
Program Director & Admin (R4K, Read w/Me, Boxes)	\$ 250.00	\$ -	\$ -	\$ 250.00
Support Staff (R4K, Read w/Me, Boxes)	\$ 725.00	\$ -	\$ -	\$ 725.00
Fringe (R4K, Read w/Me, Boxes)	\$ 447.00	\$ -	\$ -	\$ 447.00
	\$ 2,493.00	\$ -	\$ -	\$ 2,493.00
Administration				
Admin 10%	\$ 700.00	\$ -	\$ -	\$ -
	\$ 700.00	\$ -	\$ -	\$ -
Program costs				
Parent Incentives (R4K)	\$ 335.00	\$ -	\$ -	\$ 335.00
Program Supplies (Books, Brain Boxes)	\$ 4,250.00	\$ -	\$ -	\$ 4,250.00
Mileage (R4K, Read w/Me, Boxes)	\$ 220.00	\$ -	\$ -	\$ 220.00
	\$ 4,805.00	\$ -	\$ -	\$ 4,805.00
Total Budget	\$ 7,998.00	\$ -	\$ -	\$ 7,998.00
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.				

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.

AGENCY

Northwest Family Services
6200 SE King Road
Portland, OR 97222

By: 
Rose Fuller, Executive Director

Date: 5/19/2020

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Tootie Smith, Board Chair

Date: _____

June 16, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for a Revenue Agreement with the State of Oregon,
acting by and through its Oregon Health Authority for the Reproductive Health Program

Purpose/Outcomes	The purpose of this agreement is for the continuation of the Reproductive Health Program Medical Services Agreement.
Dollar Amount and Fiscal Impact	This is revenue generating through fees for services
Funding Source	No County funds. Funding provided by the State of Oregon – Oregon Health Authority.
Duration	Effective upon signature with no termination date
Previous Board Action	Previous agreement Board Action on May 24, 2018 Agenda item – A1: 052418-A1
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Counsel Review	1. May 18, 2021 2. KR
Procurement Review	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. Original contract was direct procurement.
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	10180

BACKGROUND:

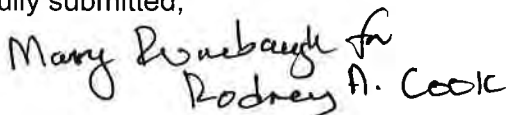
Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of the Reproductive Health Program Medical Services Agreement. This agreement sets forth the conditions for CCHCD to be enrolled as a provider agency with the State of Oregon, Oregon Health Authority (OHA). As a provider agency, CCHCD will receive payments for reproductive health services, supplies and devices furnished by CCHCD to eligible clients.

There is no maximum dollar value assigned to this agreement. This agreement is effective upon signature and will continue through such time as CCHCD or OHA terminates the agreement.

RECOMMENDATION:

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

Respectfully submitted,



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

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10180	Division: HC	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Howard, Rebecca	<input checked="" type="checkbox"/> Revenue
	Program Contact: Amundson, Angie	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, June 17, 2021

CONTRACT WITH: Oregon Health Authority

CONTRACT AMOUNT: No Maximum

TYPE OF CONTRACT

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

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year _____	<input checked="" type="checkbox"/> 4 or 5 Year _____
<input checked="" type="checkbox"/> Upon Signature 7/15/2021 - _____	<input checked="" type="checkbox"/> Biennium _____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Retroactive Request? _____

INSURANCE What insurance language is required?

Checked Off N/A

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

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

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

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

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

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

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

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Tuesday, May 18, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

X	New Agreement/Contract
	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Health Centers

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Oregon Health Authority

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 6/17/2021

PURPOSE OF

CONTRACT/AGREEMENT: To provide reproductive health services, supplies, and devices to individuals covered by the Oregon Health Plan as well as clients.

H3S CONTRACT NUMBER: 10180

OREGON RHCARE MEDICAL SERVICES AGREEMENT

1	Enter the complete legal name of your business.
2	Enter the commonly used name of your business, if different.
3	Enter your complete office/business address (physical location of office).
4	If you wish to receive correspondence at another address or PO Box, enter the complete address here. If this is blank, all mail will be posted to the address in field 3.
6	Enter your business telephone and fax numbers, including area code, and email address.
7	Enter your Employer Identification Number or your Social Security Number. Agencies must enter Social Security Number or Federal Tax ID number, pursuant to 42 CFR 433.37, ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100, for the administration of state, federal and local tax laws. Attach a copy of your IRS Confirmation Letter.
8	Enter your business license number or your professional license number. Attach a copy of the license.
11	If applicable, enter your Clinical Laboratory Improvement Amendments certification number and attach a copy of your CLIA certification letter.

1. Business name Clackamas County Health Centers			2. Common name (if different)		
3a. Physical location address 2051 Kaen Rd. Suite 367			4a. Mailing address (if different)		
3b. City Oregor City	3c. State OR	3d. ZIP 97045	4b. City	4c. State	4d. ZIP
3e. County Clackamas County			7. EIN or SSN 93-6002286		
6a. Phone 503-742-5300			8. Business license # (if applicable)		
6b. Fax 503-742-5979			11. CLIA # 38D0662552		
6c. Email dcockrell@clackamas.us					

NOTE: If an agency changes its name, address, business affiliation, licensure, lab certification, or ownership, the RH Program must be notified in writing within 30 days of the change. Payments made to agencies who have not furnished such notification may be recovered.

Applications must be signed and dated by the Agency. Electronic signatures are acceptable, but the RH Program will not accept stamped signatures. The RH Program will return incomplete applications.

OREGON RHCARE MEDICAL SERVICES AGREEMENT

This Medical Services Agreement (Agreement) sets forth the conditions for being certified as a RHCare agency (Agency) with the State of Oregon, Oregon Health Authority (OHA), Reproductive Health (RH) Program. Certification is necessary to receive payment for claims and if applicable, other funding for RHCare operations or programming.

Eligibility as a provider in RH Program is conditioned on the Agency applying for and being granted certification by the RH Program.

Definitions: For purposes of this Agreement the following definition applies:

- “OARs” means Oregon Administrative Rules 333-004-3000 to 333-004-3240.

As a condition for participation as an Agency with RH Program, Agency agrees as follows:

- A. Compliance with Oregon Administrative Rules:** To comply with the OARs.
- B. Payment:** To accept RH Program’s payment for any reproductive health services, supplies, and devices as payment in full and to not make any additional charge to a Client except as specifically allowed by the OARs. Eligibility for payment is determined as described in the OARs. Claims and data must be submitted through secure means as instructed by RH Program.
- C. Changes to RH Program Administrative Rules:** During the term of this Agreement, OHA may make changes to the OARs that govern the RH Program. OHA will ensure that Agency receives notice, which may include electronic delivery of the rulemaking notice which will include information about where to find the draft rules and the time period for submitting public comments. In addition, OHA will ensure that the Agency receives notice, which may include electronic delivery, of the final rules and their effective date. Agency’s delivery of services pursuant to this Agreement after receipt of the notice of the final rules shall be considered Agency’s acceptance of the new rules and this Agreement shall be deemed amended at such time to incorporate the revised rules. If Agency does not wish to accept and be bound by the new rules Agency should not render further services after receipt of notice of the final rules and should terminate this Agreement in accordance with Section D below.
- D. Termination and duration of agreement:** This agreement shall remain in effect unless the Agency fails to timely apply for recertification as required in the OARs, an application for recertification is denied, or if the Agency or RH Program terminates the agreement. The Agency or RH Program may terminate this Agreement without cause at any time by written notice to the others by certified mail, return receipt requested, subject to any specific termination requirements in the OAR 333-004-3050. If an Agency fails to apply for recertification prior to the expiration of its certification, this Agreement is terminated on the date the certification expires. If an Agency’s application for certification is denied, this Agreement is terminated on the date the final order is served on the Agency.

- E. Eligibility and continued participation; agency sanctions and payment recovery:** Failure to comply with the terms of this Agreement, the OARs, or submission of false or misleading information to the RH Program in any respect may result in sanctions, termination of the agreement, or payment recovery pursuant to OAR 333-004-3160, 333-004-3180, and 333-004-3200 subject to Agency appeal rights described in OAR 333-004-3210 and OAR 333-004-3220.
- F. Effective date:** This Agreement is effective upon the date of approval of the RH Program representative, as indicated by the signature at the end of the Agreement or upon the date of approval as an OHP provider by Health Systems Division, whichever is the later, unless those dates are prior to January 1, 2021, in which case this Agreement is effective on January 1, 2021.

Clackamas County Health Centers

Agency name

By signing this Agreement you acknowledge that you have read the Agreement, understand the terms of the Agreement and agree to be bound by the terms and conditions of the Agreement.

Signature of agency authorized business representative

Date

Printed name

Title of business representative

RH Program: By its signature, the RH Program certifies that the Agency qualifies as a RHCare Agency.

By:

Date

Timothy D. Noe

Printed name

Center Director

Title

All written correspondence regarding this Medical Services Agreement, including application and termination notice, should be sent to:

Oregon Reproductive Health Program
800 NE Oregon Street, Suite 370
Portland, Oregon 97232
rh.program@dhsosha.state.or.us

Appendix A

Agency name: Clackamas County Health Centers

Clinics in which Agency will operate RHCare under this Agreement:

	Name of clinic	Physical address
Clinic 1	Beavercreek Health Center	110 Beavercreek Road, Suite 100 Oregon City, Oregon 97045
Clinic 2	Gladstone Health Center	18911 Portland Avenue Gladstone, Oregon 97027
Clinic 3	Sandy Health Center	38872 Proctor Blvd. Sandy, Oregon 97055
Clinic 4	Sunnyside Health Center	9775 SE Sunnyside Road, Suite 200 Clackamas, Oregon 97015
Clinic 5	Rex Putnam Health and Wellness Center	4950 SE Roethe Road Milwaukie, Oregon 97267
Clinic 6	Oregon City School Based Health Center	19761 S. Beavercreek Road Oregon City, Oregon 97045
Clinic 7		
Clinic 8		
Clinic 9		
Clinic 10		
Clinic 11		
Clinic 12		
Clinic 13		

	Name of clinic	Physical address
Clinic 14		
Clinic 15		
Clinic 16		
Clinic 17		
Clinic 18		
Clinic 19		
Clinic 20		

June 16, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Amendment #1 with Clackamas County Children’s Commission to provide Head Start/Early Head Start children access to Ready Rosie programming and Ready for Kindergarten supplies

Purpose/Outcome	Clackamas County Children’s Commission (CCCC) will provide Head Start/Early Head Start children with access to the child learning program Ready Rosie and provide supplemental summer learning backpacks and Ready for Kindergarten supplies. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.
Dollar Amount and Fiscal Impact	Amendment #1 adds \$37,765 for a revised amount of \$50,685.47. No County Funds are included and no match required.
Funding Source	Oregon Community Foundation – Oregon Parenting Education Collaborative (OPEC) \$12,920.47 Oregon Early Learning Division (\$27,390) Oregon State University (Student Success Act Funds \$10,375)
Duration	This amendment is effective upon signature by all parties for services ending September 30, 2021.
Previous Board Action/Review	091020
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 5/17/21, KR
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
Contact Person	Adam Freer 971-533-4929
Contract No.	CFCC 9826

BACKGROUND:

The Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with Clackamas County Children’s Commission to provide high quality, evidence-based parenting education and supplies to parents and caregivers in Clackamas County. Ready Rosie is an evidence-based curriculum that promotes active family engagement to empower families and schools to work together to promote School Readiness, resulting in healthy child development, as well as improved parenting skills, and parent-child relationships.

This Grant Agreement is effective upon signature by all parties for services terminating on September 30, 2021. This Agreement has a maximum value of \$50,685.47.

Healthy Families. Strong Communities.

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

www.clackamas.us

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorizes Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

*Mary Resubaege for
Rodney A. Cook*

Rodney Cook, Interim Director
Health, Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #:	9826	Division: CFCC	<input checked="" type="checkbox"/> Subrecipient
Board Order #:		Contact: Jessica Duke	<input type="checkbox"/> Revenue
		Program Contact: Chelsea Hamilton	<input checked="" type="checkbox"/> Amend # 1 \$ 37,765.00
			<input type="checkbox"/> Procurement Verified
			<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Wednesday, June 16, 2021

CONTRACT WITH: Clackamas County Children's Commission

CONTRACT AMOUNT: \$50,685.47

TYPE OF CONTRACT

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

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year	-	<input checked="" type="checkbox"/> 4 or 5 Year	-
<input checked="" type="checkbox"/> Upon Signature	- 9/30/2021	<input type="checkbox"/> Biennium	-
<input type="checkbox"/> Other	-	<input type="checkbox"/> Retroactive Request?	-

INSURANCE What insurance language is required?

Checked Off N/A

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

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

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

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

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

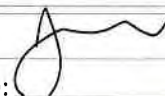
No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

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

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Monday, May 17, 2021
OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

SIGNATURE OF DIVISION REPRESENTATIVE:  Jessica E.A. Duke, Prevention Unit Manager

Date: May 21, 2021

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Children, Family & Community Co

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Clackamas County Children's Commission

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 6/16/2021

PURPOSE OF

CONTRACT/AGREEMENT: Clackamas County Children's Commission (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide evidence-based parent education class series to families with children, who are living in Clackamas County. Evidence-based parent education expands parent knowledge to increase positive parent-child relationships, reduce parental stress and isolation and increase academic success for students, including preparation for kindergarten.

Amend 1 updates the Scope of Work and extends the end date to include Head Start/Early Head Start children with access to the child learning program Ready Rosie and provides Ready for Kindergarten supplies.

H3S CONTRACT NUMBER: 9826

Local Subrecipient Grant Amendment (FY 21-22)
H3S – Children, Family & Community Connections Division

Local Subrecipient Agreement Number: 9826

Board Order Number: 091020

Department/Division: H3S-CFCC

Amendment No. 1

Local Recipient: Clackamas County Children's
Commission (CCCC)

Amendment Requested By: Adam Freer

Changes: Scope of Service
 Agreement Time

Agreement Budget
 Other:

Justification for Amendment:

This Amendment adds to the maximum compensation and updates the Scope of Work to include Head Start/Early Head Start children with access to the child learning program Ready Rosie and provides Ready for Kindergarten supplies.

Maximum compensation is increased by \$37,765 for a revised maximum of \$50,685.47. The amendment becomes effective when it is fully executed for services ending September 30, 2021.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

Amend Recital:

2. SUBRECIPIENT will conduct three English class series of Circle of Security, a relationship-based parenting program, and one English class series of Nurturing Parenting ABC's target families at risk for abuse and neglect. Class series may be conducted in person or virtually to best meet the health and safety needs of the community.

To Read:

2. SUBRECIPIENT will conduct three English class series of Circle of Security, a relationship-based parenting program, one English class series of Nurturing Parenting ABC's target families at risk for abuse and neglect, ***provide Head Start/Early Head Start children with access to the child learning program Ready Rosie and provide supplemental summer learning backpacks and Ready for Kindergarten supplies.*** Class series may be conducted in person or virtually to best meet the health and safety needs of the community.

Amend:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than August 1, 2020 and not later than June 30, 2021, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

To Read:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than August 1, 2020 and not later than **September 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

Amend:

4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation. The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is \$12,920.47.

To Read:

4. **Grant Funds.** COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation (\$12,920.47), ***Oregon Early Learning Division (\$27,390) and Oregon State University (Student Success Act \$10,375)*** ***The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is \$50,685.47.***

REPLACE:

Exhibit A-1 Scope of Work

With:

SCOPE OF WORK

PROGRAM GOALS

Oregon Community Foundation – Oregon Parenting Education Collaborative (OPEC) goals are to expand parenting education opportunities in Clackamas County, especially in areas and among populations where there is limited access with the intent of increasing parenting skills and knowledge of healthy child development and to promoting early learning and readiness for kindergarten.

PROGRAM ACTIVITIES AND EXPECTED OUTCOMES – classes may be facilitated in person or virtually to best meet the health and safety needs of the community. Outcomes measured by Parenting Skills Ladder survey, workshop evaluations and facilitator observations.

- By June 30, 2021 Clackamas County Children's Commission will conduct three English class series of Circle of Security (total 8 sessions each), with a minimum of 6 unduplicated parents per series, to parents of children birth to 6 years of age.
- By June 30, 2021 Clackamas County Children's Commission will conduct one English class series of Nurturing Parenting ABC's, with a minimum of 6 unduplicated parents.
- ***By June 30, 2021 Clackamas County Children's Commission will provide 225 children with supplemental summer learning backpacks including Ready for Kindergarten materials and supplies.***
- ***By September 30, 2021 Clackamas County Children's Commission will provide 500 registered Head Start/Early Head Start children with access to the supplemental parenting education and child learning program Ready Rosie.***

REPLACE:

Exhibit B: Budget

With:

Exhibit B: Budget					
Contractor: Clackamas County Children's Commission					
Program: OPEC Parenting Education					
Address: 16518 River Road					
Milwaukie, OR 97267					
Contact Person: Christina Aguirre				Contract #9826 A1	
Phone Number: 503-675-4565				7/1/20-9/30/21	
E-mail: chistinaw@cccchs.org					
Budget Category	Amended Budget 7/1/20-6/30/21	OSU/SSA (to 9/30/21)	Total Budget	Match	
<u>Personnel</u>					
Parenting Educators	\$ 4,227.00		\$ 4,227.00	No Match Required on this Agreement	
Program Director & Admin	\$ 600.00		\$ 600.00		
Childcare Staff	\$ 700.00		\$ 700.00		
Fringe	\$ 1,511.95		\$ 1,511.95		
Total Personnel	\$ 7,038.95	\$ -	\$ 7,038.95		
<u>Administration</u>					
Administration	\$ 485.00		\$ 485.00		
Total Administration	\$ 485.00	\$ -	\$ 485.00		
<u>Program costs</u>					
Ready Rosie (OSU/SSA funded)		\$ 10,375.00	\$ 10,375.00		
Transition to K Backpacks (Early Learning Sector Planning)	\$ 27,390.00		\$ 27,390.00		
Meals & Snacks, Food	\$ 2,560.00		\$ 2,560.00		
Parent Incentives	\$ 439.00		\$ 439.00		
Childcare & Program Supplies	\$ 2,397.52		\$ 2,397.52		
Total Program	\$ 32,786.52	\$ 10,375.00	\$ 43,161.52		
Total Budget	\$ 40,310.47	\$ 10,375.00	\$ 50,685.47		

REPLACE:

Exhibit C: Performance Reporting Schedule

With:

Schedule and Requirements:

Due monthly by the 15th of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due quarterly by the 8th of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report

Quarterly due dates:

- July – September Due October 8, 2020
- October – December Due January 8, 2021
- January – March Due April 8, 2021
- April – June Due July 8, 2021

Ready Rosie quarterly report (funding to September 30, 21)

- ***July – September Due October 8, 2021***

REPLACE:

Exhibit D-1: Reimbursement for Request

With:

Exhibit D-1: REQUEST FOR REIMBURSEMENT					
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:					
<ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (<i>The Monthly Activity Report is NOT required on months when quarterly reports are due.</i>) 					
Contractor:	Clackamas County Children's Commission	Contract Number:	9826 - Amend 1		
Address:	16518 SE River Road Milwaukie, OR	Report Period:			
Contact Person:	Christina Aguirre				
Contact Info:	christinaw@cccchs.org				
Term:	7/1/2020-9/30/2021				
Budget Category	Approved Budget 7/1/20-6/30/21	OSU/SSA (Ready Rosie to 9/30/21)	Current Draw Request	Previously Requested	Balance
<u>Personnel</u>					
Parenting Educators	\$ 4,227.00		\$ -	\$ -	\$ 4,227.00
Program Director & Admin	\$ 600.00		\$ -	\$ -	\$ 600.00
Childcare Staff	\$ 700.00		\$ -	\$ -	\$ 700.00
Fringe	\$ 1,511.95		\$ -	\$ -	\$ 1,511.95
Total Personnel	\$ 7,038.95	\$ -	\$ -	\$ -	\$ 7,038.95
<u>Administration</u>					
Administration	\$ 485.00		\$ -	\$ -	\$ 485.00
			\$ -		
Total Admin	\$ 485.00	\$ -	\$ -	\$ -	\$ 485.00
<u>Program costs</u>					
Ready Rosie		\$ 10,375.00	\$ -	\$ -	\$ 10,375.00
Transition to K Backpacks	\$ 27,390.00	\$ -	\$ -	\$ -	\$ 27,390.00
Meals & Snacks, Food	\$ 2,560.00		\$ -	\$ -	\$ 2,560.00
Parent Incentives	\$ 439.00		\$ -	\$ -	\$ 439.00
Childcare & Program Supplies	\$ 2,397.52		\$ -	\$ -	\$ 2,397.52
Total Program	\$ 32,786.52	\$ 10,375.00	\$ -	\$ -	\$ 5,396.52
Total Budget	\$ 40,310.47	\$ 10,375.00	\$ -	\$ -	\$ 50,685.47
<i>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.</i>					
CERTIFICATION					
<small>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.</small>					

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Purchase a one Category B Bus from Schetky Northwest Sales, Inc.
For Use by Mt Hood Express Transit Service

Purpose/Outcomes	Approval to purchase one new Category B bus for the Mt Hood Express bus service to maintain transit to Government Camp and other locations in the Mt. Hood area/
Dollar Amount and Fiscal Impact	Total purchase cost is \$198,216 and is funded through HB 2017 Statewide Transportation Improvement Funds (STIF) by contract with TriMet
Funding Source	Federal Transit Administration 5339 Dollars and match will be handled by State Transportation Improvement Funds (STIF), no County General Funds are involved.
Duration	FY 2021
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Counsel Review	N/A
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641

BACKGROUND:

The Social Services Division of the Health, Housing, and Human Services Department requests approval to purchase one new bus for the Mt Hood Express public transit service through Schetky Northwest Sales, Inc. This vehicle will allow the Mt Hood Express program to continue to provide public transit services in the Hoodland area of Clackamas County, especially for seniors and persons with disabilities. This purchase will be fully funded by FTA and STIF funds.

The Mt. Hood Express (formerly the Mountain Express) provides public transit service from the City of Sandy along the Highway 26 corridor including stops in Welches, Rhododendron, Government Camp and Timberline Lodge. The service connects to Sandy's bus service to provide regional public transit access to employees, local residents and persons who desire to access recreational opportunities year round on Mt. Hood. The Villages Shuttle service provides point-deviated bus service to the Villages at Mt. Hood Communities on weekdays, allowing seniors, persons with disabilities and others who need extra stops and route

deviations bus service to access work, medical appointments and other needs. The Mt Hood Express cannot function without safe, reliable vehicles. The cost of the one new 37-passenger buses is \$198,216.

Procurement Process:

Approval of the purchase is being requested under the Local Contact Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase will be made against the State of Oregon Price Agreement # 9465 with Schetky Northwest Sales, Inc.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve this purchase and that the Director of H3S or his/her designee be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted

*Mary Boebye for
Rodney A. Cook*

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

Placed on the BCC Agenda _____ by the Procurement Division

Approval of purchase _____
Chair

Recording Secretary

ODOT PUBLIC TRANSIT VEHICLE PURCHASE			
Agency Name: Clackamas County		Contact Person: Teresa Christopherson	
Grant Agreement No. ODOT 34218	Date: 5/3/21	Phone No. 503-650-5718	
STATE PRICE AGREEMENT RFQ COMPARISON - BEST VALUE DETERMINATION SELECTION - Page 1			
Vehicle Useful Life Category: Cat B	No. of Vehicles to be Purchased: 1	No. of Regular Seats: 37	No. of ADA Stations: 2
Required Specifications:	<input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form)	<input type="checkbox"/> Other (Attach list or document)	
Additional Preferred Options:	<input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form)	<input type="checkbox"/> Other (Attach list or document)	
Best Value Factors (non-purchase-price)	<input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form)	<input type="checkbox"/> Other (Attach list or document)	
PRICES QUOTED FROM VENDORS (Insert Vendor Names in Columns Below):			
Requested Quotes	Vendor: Creative Bus	Vendor: Schetky	Vendor:
Vehicle Make/Model Proposed:	Glaval Legacy / S2C	Champion Defender S2C	
Vehicle Base Price:	\$143,511	\$163,832	
Cost of Required Specifications:	\$38,356	\$32,733	
Total Vehicle Cost With Required Specifications:	\$181,867	\$196,565	\$0
Cost of Additional Preferred Options (if any - enter zero if none):	\$0	\$1,651	
Total Vehicle Cost With Required and Preferred Options:	\$181,867	\$198,216	\$0
ODOT PUBLIC TRANSIT VEHICLE PURCHASE			
Agency Name: Clackamas County		Grant Agreement No: ODOT 34218	
STATE PRICE AGREEMENT RFQ COMPARISON - BEST VALUE DETERMINATION SELECTION - Page 2			

Best Value Determination Factors (list below with assigned rating criteria or point scoring; attach explanation of factors & rating)			
Best Value Factors (non-purchase-price)	Vendor: Creative Bus	Vendor: Schetky	Vendor:
Scoring is based on (list factors/scores):			
Vehicle includes all Required Specifications (pass/fail)	PASS	PASS	
Lowest Pricing with Required Options (30 pts)	30	28	
Preferred options offered (20 pts)	20	20	
Estimated Date of Delivery (15 pts)	14	12	
Vendor references (15 pts)	13	13	
Agency's past experience with Vendor (20 pts)	14	19	
Total Rating Score or Evaluation:	91	92	0
Best Value Vehicle Selected:	<input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected	<input checked="" type="checkbox"/> Selected <input type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input type="checkbox"/> Not Selected
Explanation/Rationale for Vehicle Selected:	Only two vendors that currently offer Category B vehicles on the State Price agreement. Selected the vendor with the highest overall score.		
AGENCY SIGNATURE (Required):			
Agency Representative (enter printed name and title below)		Phone No. / E-mail address (enter below)	
Teresa Christopherson - Administrative Services Manager		503-650-5718 / teresach@clackamas.us	
Signature of Agency Representative:		Date of signature:	
Teresa D. Christopherson Digitally signed by Teresa D. Christopherson Date: 2021.05.11 09:49:07 -0700		5/11/21	

REQUEST FOR TRANSIT VEHICLE PRICE QUOTE (RFQ)

This is (check appropriate):

- Initial Request for Quote** (from Requesting Agency to Vendors)
Due Date: 04/16/2021
- Response to RFQ** (from Responding Vendor back to Requesting Agency)
- Grant Funded Purchase** Grant Agreement Number 34218
-

VENDOR (Business Name): SCHETKY NW SALES

Vendor Contact Person: MARK ZOLLNER

Phone: 503-607-3143

Email Address: markz@schetkynw.com

Alt Phone: 971-990-7018

Meets Buy America Standards (49 USC § 5323(j); 49 CFR part 661)

REQUESTING AGENCY INFORMATION

Agency: Clackamas County

Date: 03/08/2021

Contact Person: Kristina Babcock

Phone: 971-349-0481

Email Address: kbabcock@clackamas.us

Fax: 503-655-8889

Agency Address: PO BOX 2950, Oregon City, OR 97045

The above Agency, through its Public Transit program or public transit affiliate, is requesting price quotes from Oregon State Price Agreement Contract Vendors for the purchase of the following vehicle(s):

From (circle): Oregon State Price Agreement / Other **No. of Vehicles Required:** 1

PTD Vehicle Category (Check): (Please see *PTD Vehicle Descriptions and Useful Life Standards*)

Cat A Cat B Cat C Cat D Cat E ____ (select from 1 or 3)

Length (can be range): 30-38ft **Regular Seats:** 37 **ADA Stations/Tiedowns:** 2

Fuel Type: Gasoline Diesel Bio-fuel Hybrid CNG Propane Electric

High Floor Low Floor **Other Comment:** _____

The general specification for vehicle is as follows:

A. VENDOR'S VEHICLE BASE PRICE INFORMATION	VEHICLE BASE PRICE
<i>This Section to be completed by Vendor</i>	<i>Enter base price from State Price Agreement below</i>
Vehicle Make/Model: CHAMPION DEFENDER S2C	
Length: APPROXIMATELY 38'	\$163,832.00
Fuel Type: DIESEL	
Floor: <input checked="" type="checkbox"/> High Floor <input type="checkbox"/> Low Floor Other:	
No. of Regular Passenger Seats: 37 INCLUDING FOLD AWAYS	
No. of ADA Stations w/Tiedowns Desired:2	
Other Special Note:	
B. VEHICLE REQUIRED SPECIFICATIONS	
<i>Requesting Agency completes Description column</i> <i>Vendor completes "Vendor Response" columns</i>	VENDOR RESPONSE
<i>Requesting Agency's Required Specifications Description</i>	<i>Vendor Suggestions (related to vehicle specs)</i>
Altoona Test Executive Summary	PROVIDED
<p>Please provide 3 previous Oregon Transit customers reference contact numbers who have purchased similar model units, we will inquire:</p> <ul style="list-style-type: none"> • How responsive the vendor has been to warranty issues? • Were the vehicles delivered on time? • Were the vehicles delivered per the specifications in the RFQ? • Are there any other issues, concerns, or information regarding the vendor, shop staff, vehicle delivery, etc that you'd like to let me know about? 	PROVIDED- SEE ATTACHED
<p><u>APPROVED EQUAL</u></p> <p>Items bid other than specified must be determined by the Buyer as an approved equal. Include in final bid detailed specifications, cut-sheets, and modifications necessary that would make the proposed item equal to the desired specifications. Determination of approved equal will be made by the Buyer, and the decision is final.</p>	
All standard specs per State Price Agreement - please include a list of vendor provided standard specs with RFQ response including all chassis specs	PROVIDED
Exterior Color - White	PROVIDED

Requesting Agency's Required Specifications Description (Continued)	VENDOR RESPONSE
	<i>Vendor Suggestions (related to vehicle specs)</i>
Freightliner S2C or equivalent	PROVIDED
Cummins ISB6.7-280 280HP engine or equivalent	PROVIDED
Allison 3000 Automatic Transmission or equivalent	PROVIDED-ALLISON 3000 PTS
Transmission Fluid Cooler	PROVIDED
Traction Differential	PROVIDED
Differential Lock	PROVIDED
Minimum 26,000 GVWR	PROVIDED
Minimum 10,000 Front Axle	PROVIDED
Minimum 10,000 lb Front Taper Leaf Springs	PROVIDED
Minimum 17,500lb Rear Axle	PROVIDED
Minimum 21,000 lb Rear Air Suspension	EXCEEDS-23,000# WITH CHAIN CLEARANCE
Air Brake Package	PROVIDED
Air dryer with heater	PROVIDED
Hand operated parking brake	PROVIDED
Alternative Retarder System	PROVIDED
OEM Front bumper	PROVIDED
Rear Steel Bumper	PROVIDED
Brass gate valves on heater hoses	PROVIDED
Minimum 320 amp alternator	PROVIDED
Single Battery Box - Frame Mounted	PROVIDED
Dual Batteries - minimum 2250 CCA	PROVIDED
Heavy Duty Radiator	PROVIDED
115 Volt/ Minimum 750 Watt Engine Heater	PROVIDED
Minimum 60 Gallon Fuel Tank with access panel	PROVIDED
Fuel/Water Separator	PROVIDED
Minimum 6 gallon DEF tank with easy outside access (SCR Systems Only)	EXCEEDS-10 GALLON
Front and Rear mud flaps	PROVIDED
All 6 tires must be traction tires (Must be Goodyear G622 RSD ULT)	PROVIDED

<p style="text-align: center;"><i>Requesting Agency's Required Specifications Description (Continued)</i></p>	<p style="text-align: center;">VENDOR RESPONSE</p>
	<p style="text-align: center;"><i>Vendor Suggestions (related to vehicle specs)</i></p>
Spare traction tire and wheel (Goodyear G622 RST ULT)	PROVIDED
Tow package with Class 5 receiver type hitch prewired 7 pin waterproof socket. Steel used to attach hitch to the frame must be painted black to match the hitch and receiver with an undercoating paint.	PROVIDED
OEM Front Tow Hooks / Frame Mounted	PROVIDED
Full Vehicle Undercoating to all metal and fiberglass surfaces that are attached to vehicle body including front fenders and wheel wells.	PROVIDED
Rear center LED brake light	PROVIDED
Top rear, qty 2, flashing amber lights, operates w/ separate switch, LED	PROVIDED
LED yield signs with driver activation switch on dash (match TriMet yield sign ORS 811.167)	PROVIDED
Side body rubrail	PROVIDED
Galvanized Steel Cage Construction	PROVIDED- 1.5" 16-GAGE, TUBE GALVANIZED STEEL CAGE
2-step driver entry in addition to a driver Side running board	PROVIDED
Exterior page speaker	PROVIDED
Emergency Roof hatch	PROVIDED
Driver Controlled interior lights, must be dimmable or selectable by 2 or more switches	PROVIDED
Driver Controlled dash lights, must be dimmable	PROVIDED
Single Switch Intermittent Wipers	PROVIDED
Daytime running lights	PROVIDED
Remote/heated exterior mirrors	PROVIDED
Luminator TwinVision Mobilite LED destination signs, front and side, or approved equivalent. Sign operator mounted in driver's clear view. Must be compatible with Double Map information system.	PROVIDED
One Piece Seamless Composite Roof	PROVIDED
Insulation Foamed in place	PROVIDED
Minimum 110,000 BTU A/C system	EXCEEDS-116K BTU
3 or 4 heaters w/aux circulating pump, minimum 180,000 btu total	EXCEEDS- (3) 65K BTU HEATERS W/ CIRCULATION PUMP-195K BTU TOTAL
FRP Ceiling and Walls	PROVIDED
Maximum number of skirt luggage compartments allowable in available space	PROVIDED- (2) COMPARTMENTS
Heated stepwells	PROVIDED-ALL ENTRY STEPS

Requesting Agency's Required Specifications Description (Continued)	VENDOR RESPONSE
	<i>Vendor Suggestions (related to vehicle specs)</i>
Skirt storage compartment or other exterior storage compartment for chains. Compartment to have a non-locking thumb lock and a handle in the center of the door. Compartment to be fully enclosed. Doors should be metal and latches should be marine grade.	PROVIDED
LED Stepwell Lights	PROVIDED
LED interior and exterior lights	PROVIDED
Curbside entrance stanchion and modesty panel	PROVIDED
Stanchion and modesty panel with plexiglas behind driver	PROVIDED
Farebox stanchion mounted next to the entry door directly across from the driver with stairwell full length handrails on both sides of the stairwell	PROVIDED
Diamond SV farebox or equivalent with 2 vaults	PROVIDED
Front mounted Braun Century lift or equivalent	PROVIDED
Circuit Breakers in lieu of fuses	PROVIDED
Slide 'N' Click wheelchair securement system. Install TDSS systems under fold-away seats	PROVIDED
High Back Cloth Air Driver's seat with Armrest and have equivalent features to Seats Inc. Legacy LO. Must be a high back seat with power base.	PROVIDED
17" mid-back standard seats (Freedman or equivalent)	PROVIDED
Aisle side seats to have armrests and grab handles	PROVIDED
All except driver's seat to be vinyl / level 4 upholstery or higher	PROVIDED
Safety Kit (Fire Extinguishers/Triangles) mounted in vehicle	PROVIDED
First Aid and Bio-Hazard Kits mounted in vehicle	PROVIDED
Window drip rails	PROVIDED
Backup Alarm	PROVIDED
Ceiling Grab Rails	PROVIDED
Yellow stanchion line	PROVIDED
Electric passenger entry door with assist handles on each side	PROVIDED-YELLOW
34" wide electric operated entrance door w/manual reverse, 30" clear opening	EXCEEDS-40" ENTRY WITH 34" CLEAR OPENING
Interior Rear View mirror	PROVIDED
9" interior round convex mirror	PROVIDED

Subtotal Cost of Required Options:		\$32,733.00	
Total Vehicle Cost With All Required Options and TAX:		\$196,565.00	
C. VEHICLE PREFERRED OPTIONS			
Requesting Agency's Preferred Options Description	Included in Base Price? YES / NO	\$Additional Cost for Option\$ (or Note Not Available)	Vendor Suggestions (related to vehicle specs)
Rack for schedules and notices inside bus mounted behind the driver	NO	\$150.00	SIX SLOT BROCHURE RACK INSTALLED
Powder Coat Yellow- railings on entry doors parallel to entrance, on ceiling and driver station	NO	\$1,276.00	STANCHION/GRAB PKG YELLOW DIMPLED; INCLUDES: RIGHT HAND GRAB RAIL, LEFT HAND GRAB RAIL, ENTRY STANCHION, DRIVER STANCHION, ROOF RAILS
4 sets of fully programmed keys	NO	\$225.00	THREE INCLUDED PER DASPS
Subtotal Cost of Preferred Options:		\$1,651.00	

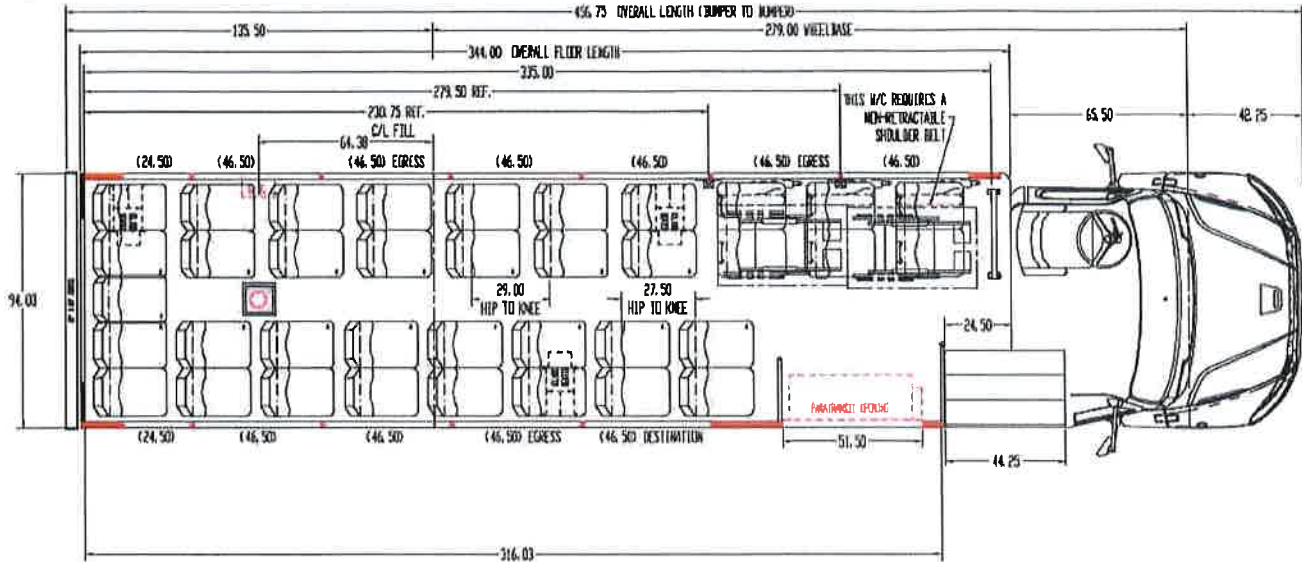
Vendor's Signature:  Date Sent: 04/16/2021

Vendor's Response Back to RFQ – Please sign and date your response here.

Sample Floor plan (Attach or cut-and-paste new plan here, or attach on back)

FREIGHTLINER S2C CHASSIS

 = SHOULDER BELT



VENDOR INFORMATION

Vendors are strongly encouraged to submit price quotes using the format provided. Vendors should specifically note if and how they meet the above specifications, and note any differences in what has been called out above, in their price quotes. This may be done on the form, or on an attached sheet. The vehicle(s) will be purchased with funding from the Oregon Department of Transportation, Public Transit Division and the Requesting Agency, and will follow applicable Federal and State procurement guidelines.

Price Quote shall be submitted to the Requesting Agency contact person named on the first page on this form.

Price Quotes may be sent by U.S. Mail, emailed, or faxed to the addresses for Requesting Agency noted on page 1 of this form.

Vendors are required to submit the following certification attachments with each Quote response:

Attachment 1 – Certificate of Compliance with Bus Testing Requirement

Attachment 2 – Pre-Award FMVSS and Buy America Certification

Attachment 3 – Transit Vehicle Manufacturer (TVM) Certification (DBE)

VEHICLE SELECTION INFORMATION

Select one of the vehicle and successful price quote will be based on:

- Lowest Cost With Required Specifications** (*Lifecycle costs may be considered in price determination and may affect lowest bid determination*)
- Best Value Determination** (ODOT PTD pre-approval required.)

The Best Value Determination criteria are as follows:

- Vehicle includes all required specifications (pass / fail)
- Lowest pricing will all required options – sliding scale (30 pts)
- Preferred options offered (20 pts)
- Estimated date of delivery (15 pts)
- Vendor references (15 pts)
- Agency's past experience with Vendor (20 pts)

The vendor with the highest overall score will be selected.

INCLUDED PER DASPS 2234-19 UNLESS OTHERWISE REQUESTED:

STANDARD VEHICLE EQUIPMENT

FULLY WELDED STEEL ROLL CAGE CONSTRUCTION
1.5X1.5" 16 GA. STEEL BODY SUPERSTRUCTURE
14 GAUGE STEEL STEPWELL, FLAT FLOOR
TOP T-SLIDER WINDOWS
REAR ESCAPE WINDOW
TRACK SEATING W/TRACK INSERT IN FLOOR ONLY
2.54 FIBERGLASS EXTERIOR SIDEWALLS
3.9 FIBERGLASS EXTERIOR SIDEWALLS 29' AND LONGER
GALVANIZED STEEL SKIRTS
ROOF ONE PIECE COMPOSITE PER LF
FIBERGLASS REAR CAP
DRIF RAIL OVER PASSENGER ENTRY DOOR
RUST INHIBITOR: FLOOR, FRAME, LOWER SIDEWALLS
ANTI CORROSION PROTECTED STEP WELLS AND WINGS
RIGHT HAND GRAB RAIL
LEFT HAND GRAB RAIL WITH STANCHION AND MODESTY PANEL
BATTERY BOX W/SLIDE TRAY BLACK (FREIGHTLINER)
DUAL BATTERIES
LED INTERIOR DOME LIGHTS
LED DUAL STEPWELL LIGHTS
ALL LED EXTERIOR LIGHTING
BLACK STEEL POWDER COATED REAR BUMPER
STAINLESS STEEL FUEL/DEF DOORS
REAR EXHAUST
REAR MUD FLAPS
FOAM INSULATION 1/2" THICK - R VALUE 8
FULL BODY UNDERCOATING

BASE VEHICLE EQUIPMENT (AS SPECIFIED BY STATE)

BATTERY, BOX S/S SLIDE/TRAY

EXHAUST, STREET SIDE
ENGINE COMPARTMENT LIGHT LED 12" STRIP
EXTENSION, TIRE VALVE STEM
SPARE TIRE/WHEEL 19.5" SHIP LOOSE
UNDERCOAT CAB
MANUAL, PARTS
AS BUILT WIRING DIAGRAMS
AUXILIARY 12V POWER SOURCE W/ COVER
CIRCUIT BREAKERS IN LIEU OF FUSES
LIGHT, REAR CENTER BRAKE "LED"
LIGHTS, DOOR ACTUATED DOME
MASTER DISCONNECT SWITCH (BODY ONLY)
EXTERIOR KEY SWITCH
LEGEND ELECTRICAL BOX
BATTERIES,DUAL 750CCA
RADIO, AM/FM/CD PLAYER W/ 4 SPEAKERS REI
MIC HANDHELD IN-DASH REI
PAGE,SPEAKER EXTERIOR (EACH)
BACK-UP CAMERA SYST 7" MON. & 1 CAM REI
RADIO, TWO WAY PREP
FLOORING - COVERED UP SIDEWALL
FLOORING, FULL RUBBER GRAY RCA (PER FOOT) (QTY 38)
PLYWOOD, 5/8" MARINE TECH FLOOR
YELLOW STANDEE LINE
YELLOW STEP EDGE NOSINGS
ACT 70,000 BTU A/C, OEM COMPRESSOR PLUS TM-16 ADD ON COMPRESSOR, EZ-5 EVAPORATOR, CS-3 CONDENSOR
HEAT CIRCULATION PUMP
HEATER 65, 000 BTU (QTY 2)
BUMPER, ANTI-RIDE SHIELD
DOOR, ENTRANCE 40" ELECTRIC CUTAWAY W/AUTO REVERSE
TRANSIGN,VISTA LED DESTINATION FRT/SIDE
LIFT PKG BRAUN NCL1000FIBHB3451-2 403/4
DUAL PANEL LIFT DOORS W WINDOWS, ADA LIFT LIGHTING, ADA ENTRY LIGHTING
PARK INTERLOCK, FAST IDLE, PRIORITY SEATING SIGNS, WHEELCHAIR LOCATION SIGNS
L-TRACK FRONT TO BACK PER W/C (QTY 2)
L-TRACK LENGTH OF W/C SPACE ABOVE WINDOW
BACKUP ALARM (SMALL)
EXTINGUISHER FIRE 5 POUND
FLARE KIT - REFLECTOR
GRAB RAILS, CEILING (QTY 2)
KIT, FIRST AID - 24 UNIT
MIRROR, INTERIOR 6.0" X 16.0"
MIRRORS ROSCO HTD/RMT M2
SEAT BELT WEB CUTTER
STANCHION, EXTRA W/MODESTY PANEL
STANCHION, W/MODESTY/DRIVERS BARRIER
FRONT GLOVE BOX, LOCKING
DOOR,CONTROL ACCESS 40" DOOR
INTERIOR, CEILING FRP (PER FOOT) (QTY 38)
INTERIOR, WALLS FRP (PER FOOT) (QTY 38)
PASSENGER, PULL CORD YELLOW
PASSENGER, TOUCH TAPE
SIGNAL, CHIME 2-TONE (ADA)
SIGNAL, PASSENGER STOP RQUEST BULKHEAD MOUNTED
MID HI FEATHERWEIGHT RIGID W/T LEG DOUBLE (QTY 12)
LEVEL 3 FABRIC UPGRADE (PER PASSENGER) (QTY 24)
SEAT BELT - UNDER SEAT RETRACTOR - DOUBLE-FREEDMAN (QTY 10)
FREEDMAN US ARM (FLIP UP) (QTY 12)
PADDED AV GRAB HANDLE TOP BLACK (QTY 12)
INTERLOCK,E-SERIES INTERMOTIVE GTWY 505

SPORTWORKS APEX 3 BIKE RACK
STANDARD NON-RETRACT. 60" SEATBELTS AT REAR ROW SEATS
NEED DIAMOND MODEL XV W/ 2 VAULTS
QRT 360 TIEDOWN L-TRACK WC 18/19 RE (QTY 2)
ADD'L PRE-WIRE COILED IN OVERHEAD STORAGE
DECALS "VIDEO CAMERA IN USE" - IN ENGLISH & SPANISH
REDUNDANT GROUND BETWEEN CHASSIS & POWER UNIT
12" SEATBELT EXTENSION (QTY 2)
ADD'L PREWIRE TO TERMINATE IN OVERHEAD COMPARTMENT
QSTE.AINT #Q8-6324 LAP BELT EXTENDER
TRIANGLE YIELD SIGN
FIVE (5) CAMERA SEON SYSTEM

Attachment 1

BUS TESTING CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Schefky NW Sales

Name of Bidder/Company Name

MARK ZOLLNER

Type or print name

Mark Zollner

Signature of authorized representative

Charlene Michelle Gage

Signature of notary and SEAL



Date of Signature

04 / 16 / 2021

Attachment 2

PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)

PRE-AWARD AUDIT REQUIREMENTS

A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.

DESCRIPTION OF PRE-AWARD AUDIT

A pre-award audit under this part includes— (a) A Buy America certification; (b) A purchaser's requirements certification; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information.

PRE-AWARD BUY AMERICA CERTIFICATION

For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that:

- a. There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b) (1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- b. The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
 1. The Component and subcomponent parts of the rolling stock that are produced in the United States is more than 60% for FY2016 and 2017 more than 65% for FY2018 and 2019, more than 70% for FY2020 of the cost of all components and subcomponents of the vehicle identified by the manufacturer; and
 2. The location of the final assembly must take place in the United States (49 CFR 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION

For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that:

- a. The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and
- b. The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements in 49 CFR 661.13(b).

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, the recipient certifies that it received, at the pre-award stage, a copy of the manufacturer's self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Bidder or offeror Certificate of:

COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Company Schettky NW Sales
Name MARIE ZOLLNER Title Sales Manager
Signature [Signature] Date 04/16/2021

Bidder or offeror Certificate of:

NON-COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Company _____
Name _____ Title _____
Signature _____ Date _____

Attachment 3

TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification:

I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

Name of Bidder/Company

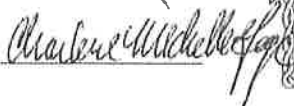
Name Type or print

Signature of Authorized Representative



Date 04/16/2021

Signature of notary and SEAL



Prepared for:
Amber Eisigner
Champion Bus
331 Graham Road
PO Box 158
Imlay City, MI 48444
Phone: (810) 724-1753

Freightliner Custom Chassis Corporation

Prepared by:
April Newton
Freightliner Custom Chassis
522 HYATT STREET
GAFFNEY, SC 29341
Phone:

A proposal for
Champion Bus: DEALER COPY

Prepared by
Freightliner Custom Chassis
April Newton

Apr 08, 2021

Freightliner Custom Chassis Corp S2C

CHAMPION DEFENDER – Modified MY2020 Standard 5B

B6. 7-280hp / 3000 PTS / AIR Drum Brakes / ADA / 255R70 x 22.5" Goodyear G622 / Steel Wheels

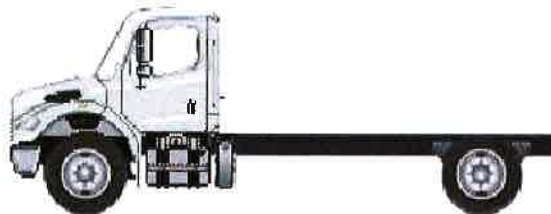
Spare tire/wheel / Traction Differential

279" wb @ 26,000# GVWR (Frame Limited)

(F-GAWR: 10,000# / R-GAWR: 17,500#)

Clackamas, OR

VERIFY SPECIFICATIONS ARE ACCURATE BEFORE PLACING AN ORDER



Components shown may not reflect all spec'd options and are not to scale

Application Version 11.6.103
Data Version PRL-8H6.013
MY22.CHAMP.S2C.DFNDR.Mod5B.ClackOR.280hp...



04/08/2021 10:13 AM

Page 1 of 12

Prepared for:
 Amber Eisigner
 Champion Bus
 331 Graham Road
 PO Box 158
 Imlay City, MI 48444
 Phone: (810) 724-1753

Freightliner Custom Chassis Corporation

Prepared by:
 April Newton
 Freightliner Custom Chassis
 522 HYATT STREET
 GAFFNEY, SC 29341
 Phone:

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description
Price Level	
PRL-8H6	FCCC SHUTTLE BUS 2022 DATABOOK (EFF: 02/01/21)
Data Version	
DRL-013	SPECPRO21 DATA RELEASE VER 013
Vehicle Configuration	
001-342	S2C 106 CONVENTIONAL CAB AND CHASSIS
002-004	SET BACK AXLE - TRUCK
003-001	LH PRIMARY STEERING LOCATION
General Service	
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 17500.0 lbs
ADJ-99D	GROSS VEHICLE WEIGHT ADJUSTMENT +/- : - 1500.0 lbs
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 26000.0 lbs
AA1-005	CHASSIS CONFIGURATION
A85-032	SHUTTLE BUS
AA3-045	CHARTER/SHUTTLE/TRANSIT BUS/MOTOR COACH
A84-1BU	BUS TRANSPORTATION BUSINESS SEGMENT
AA4-014	PASSENGERS COMMODITY
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
AF3-039	CHAMPION MOTOR COACH
Engine	
101-21W	CUM B6.7 280 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM



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 Champion Bus
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 GAFFNEY, SC 29341
 Phone:

Data Code	Description
Engine Controls & Parameters	
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP
99D-008	2008 CARB EMISSION CERTIFICATION WITH IDLE SHUTDOWN DISABLED - EXEMPTED
79A-085	85 MPH ROAD SPEED LIMIT
79B-020	CRUISE CONTROL SPEED LIMIT 75 MPH MAX ALLOWED
79G-998	NO IDLE SHUTDOWN CONFIGURATION
79K-017	PTO MODE ENGINE RPM LIMIT - 2300 RPM
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE ONLY ENABLED
79P-009	PTO RPM W/CRUISE SET SW - 1200 RPM
79Q-005	PTO RPM WITH CRUISE RESUME SWITCH - 1000 RPM
79S-009	PTO MODE CANCEL VEHICLE SPEED - 0 MPH
79U-006	PTO GOVERNOR RAMP RATE - 200 RPM PER SECOND
79W-001	ONE REMOTE PTO SPEED
79X-009	REMOTE PTO SPEED 1 SETTING - 1200 RPM
80G-002	PTO MINIMUM RPM - 700
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH
80M-002	ALTERNATE SWITCH SPEED 950 RPM
80N-002	MAXIMUM ENGINE RPM = 2500 ON VSS FAILURE
Engine Equipment	
266-100	700 SQ-IN ALUMINUM RADIATOR
105-001	ENGINE MOUNTED OIL CHECK AND FILL
111-001	15W-40 WT ENGINE OIL
190-001	DONALDSON 1-STAGE AIR CLEANER
188-050	AIR INTAKE THROUGH LH SIDE OF HOOD
189-001	AIR INTAKE PIPING - CLNR TO ENGINE
192-004	AIR CLEANER MOUNTED ON FIREWALL
124-120	LN 12V 320 AMP 4962PGH PAD MOUNT ALTERNATOR
292-098	(2) ALLIANCE 1231 GRP31 12V MF 2250 CCA THREADED STUD BATTERIES
290-017	BATTERY BOX FRAME MOUNTED
282-045	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB 62" (1575MM) AFT OF STD
291-001	FRAME GROUND RETURN FOR BATTERY CABLES
289-006	PLASTIC BATTERY BOX COVER



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Data Code	Description
293-998	NO BATTERY SHUTOFF SWITCH
107-032	CUMMINS 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
108-002	STD MECH AIR COMP GOV
131-012	STEEL AIR COMPRESSOR DISCHARGE LINE
152-049	ELECTRONIC ENGINE INTEGRAL WARNING & DERATE PROTECTION SYSTEM WITH SEPERATE LOW COOLANT LVL LIGHT & BUZZER
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH
234-025	HORIZONTAL DIESEL PARTICULATE FILTER AFTERTREATMENT DEVICE
235-076	RH IB FRAME MTD HZ ATD
23U-009	10 GALLON DEF TANK LH FRAME MTD
35W-001	EXHAUST MITIGATION DEVICE FTL 4" ID SLIP-FIT
237-072	HORIZONTAL TAILPIPE, EXIT LH REAR OF CHASSIS
273-004	BORG WARNER VISCOUS FAN DRIVE
110-003	CUMMINS SPIN ON FUEL FILTER
118-001	FULL FLOW OIL FILTER
267-001	REMOTE MOUNTED SURGE TANK
103-039	ANTIFREEZE TO -34F, OAT (NITRITE & SILICATE FREE) EXTENDED LIFE COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-016	CONSTANT TORQUE BREEZE CLAMPS ON 1" IN DIA AND GREATER, SS CLAMPS LESS THAN 1"
261-001	STANDARD CHARGE AIR COOLER PLUMBING
270-998	NO OPTIONAL RADIATOR PLUMBING
168-002	LOWER RADIATOR GUARD
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER
140-010	CHROME ENGINE HEATER RECEPTACLE TEMPORARILY MOUNTED TO ENGINE
134-001	ALUMINUM FLYWHEEL HOUSING
155-023	DENSO 12V STARTER WITH COPPER CONTACTS



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Data Code	Description
Transmission	
342-1K8	ALLISON 3000 PTS AUTOMATIC TRANSMISSION WITHOUT PTO PROVISION
Transmission Controls & Parameters	
345-082	5TH GEN COMMON PUSH BUTTON ELEC SHIFTERW/REMOTE MTD ECU W/O SHIFTER MTG PLT
353-032	VEHICLE INTERFACE WIRING WITH ADA INTERLOCKS
343-342	PKG 226 - 3K/4KHS/MH/PTS/TRV - 5TH GEN
97F-002	ALLISON TRANS - SEM/LRTP REQ
97G-001	TRANS PROG-ENABLED
84C-023	1,1,6 - LOW, START, HIGH GEARS -3K/4K PRIMARY GEARS
85B-008	RANGE INDICATION,NEUT
84U-998	TCU DRIVER SW INPUTS NOT SUPPORTED
84W-004	AUX RNG INHIBIT,DUAL
Transmission Equipment	
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)
Front Axle & Equipment	
400-1A5	DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74DROP SINGLE FRONT AXLE
403-002	NON-ASBESTOS FRONT BRAKE LINING
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES
404-074	HALDEX LONGSTROKE FRONT BRAKE CHAMBERS
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
418-045	CONMET PRE-SET BEARING IRON FRONT HUBS
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS W/WINDOW, CENTER AND SIDE PLUGS - OIL
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES



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Data Code	Description
618-002	STANDARD CUPS AND CONES (WHEEL BEARINGS) FRONT AND REAR
536-050	TRW THP-60 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR

Front Suspension

620-062	10,000# TAPERLEAF FRONT SUSPENSION
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
629-998	NO FRONT SWAYBAR
410-017	SACHS FRONT SHOCK ABSORBERS

Rear Axle & Equipment

420-1GH	DA-RS-17.5-4 17,500# R-SERIES SINGLE REAR AXLE
421-478	4.78 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-082	1710 DANA SPICER MAIN DRIVELINE W/HALF ROUND YOKES & REDUCED SIZE BEARING
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE
393-001	DRIVELINE GUARD
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FAB'D SHOES
433-002	NON-ASBESTOS REAR BRAKE LINING
434-001	CAM SUPPORT BRACKETS
451-023	CONMET CAST IRON REAR BRAKE DRUMS
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS
435-998	NO DRIVELINE PARKING BRAKE
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS

Rear Suspension

622-216	23,000# AIRLINER REAR SUSPENSION WITH CHAIN CLEARANCE
621-007	AIRLINER HIGH POSITION RIDE HEIGHT
888-002	MANUAL DUMP VALVE FOR AIR SUSPENSION W/INDICATOR LIGHT, W/O GAUGE



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Data Code	Description
910-004	DUAL AIR REAR SUSPENSION LEVELING VALVES
87D-001	REAR AIR SUSPENSION DUMP VALVE AUTOFILL W/IGNITION OFF OR >5 MPH W/WIND LIGHT
878-018	(1)DCDL REAR VLV FOR SINGLE DRIVE AXLE
630-001	REAR SWAYBAR
439-017	SACHS REAR SHOCK ABSORBERS

Tag Axle & Equipment

443-998	NO TAG AXLE
---------	-------------

Brake System

018-002	AIR BRAKE PACKAGE
490-101	WABCO 4S/4M ABS WITH TRACTION CONTROL
871-001	REINFORCED NYLON, FABRIC BRAID & WIRE BRAID CHASSIS AIR LINES
901-001	FIBER BRAID HOSE FRONT SERVICE BRAKE
902-001	FIBER BRAID HOSE REAR SERVICE BRAKE
904-001	FIBER BRAID PARKING BRAKE HOSE
412-001	STANDARD BRAKE SYSTEM VALVES
413-002	STD U.S. FRONT BRAKE VALVE
432-003	RELAY VALVE W/ 5-8 PSI CRACK PRESSURE NO REAR PROPORTIONING VALVE
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION
46E-001	STANDARD AIR MANAGEMENT UNIT
480-083	WABCO SS-1200 PLUS AIR DRYER W/INTEGRAL AIR GOVERNOR AND HEATER
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER
460-008	STEEL AIR BRAKE RESERVOIRS MTD INSIDE RAIL
477-024	BW DV-2 AUTO DRAIN VALVE WITH HEATER ON ALL TANK(S)

Wheelbase & Frame

545-707	7075MM (279 INCH) WHEELBASE
546-080	5/16X3.00X10-1/8 INCH STEEL FRAME (7.94MMX257.2MM/0.312X10.13 INCH) 80KSI
552-145	3925MM (155 INCH) REAR FRAME OVERHANG
553-001	SQUARE END OF FRAME
550-001	FRONT CLOSING CROSSMEMBER
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER

Application Version 11.6.103
 Data Version PRL-8H6.013
 MY22.CHAMP.S2C.DFNDR.Mod5B.ClackOR.280hp...



04/08/2021 10:13 AM

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Data Code	Description
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
565-001	STANDARD SUSPENSION CROSSMEMBER
Chassis Equipment	
556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS
558-001	FRONT TOW HOOKS - FRAME MOUNTED
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE
586-024	FENDER & FRONT OF HOOD MOUNTED FRONT MUDFLAPS
551-006	ZINC PLATED HEX HEADED FRAME FASTENERS
54L-001	STANDARD REAR BODY BUILDER CLIPPING
Fuel Tanks	
230-001	60 GALLON/227 LITER RECTANGULAR STEEL FUEL TANK - BETWEEN RAILS
5A3-003	PETROLEUM DIESEL FUEL
205-009	LH SIDEFILL FUEL TANK CAP
20J-002	FUEL FILLER NECK WITH STRAIGHT FLANGE
122-1H8	DAVCO 245 FUEL/WATER SEPARATOR W/12V HEAT & WIF
Tires	
093-1T2	GOODYEAR G622 RSD 255/70R22.5 16 PLY RADIAL FRONT TIRES
094-1T2	GOODYEAR G622 RSD 255/70R22.5 16 PLY RADIAL REAR TIRES
510-1T2	GOODYEAR G622 RSD 255/70R22.5 16 PLY RADIAL SPARE TIRE
Hubs	
450-045	CONMET PRE-SET BEARING IRON REAR HUBS
Wheels	
502-431	ACCURIDE 29001 22.5X7.50 10-HUB PILOT 5-HAND STEEL DISC FRONT WHEELS
505-431	ACCURIDE 29001 22.5X7.50 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS
511-164	ACCURIDE 29001 22.5X7.50 10-HUB PILOT 5-HAND STEEL DISC SPARE WHEEL
498-049	FREIGHTLINER VALVE STEMS
Cab Exterior	
829-071	106" BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB



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Data Code	Description
651-004	LH CAB DOOR(S) WITH 70 DEGREE DOOR STOP
653-997	OMIT STANDARD RH DOOR ASSEMBLY
655-025	LH CAB DOOR LATCHES WITH MANUAL DOOR LOCKS, NO RH DOOR LOCK
682-086	OPENING IN BACK OF CAB WALL WITH B-PILLAR UPHOLSTERY - TEMPORARY STRUCTURE
650-009	RUBBER CAB MOUNTS
664-001	PLAIN STEP FINISH
644-053	FIBERGLASS HOOD WITH SOFT CLOSE MECHANISM
690-010	ENGINE COMPARTMENT PREMIUM NOISE ABATEMENT AND INSULATION
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE
65X-003	CHROMED HOOD MOUNTED AIR INTAKE GRILLE
726-002	DUAL ELECTRIC HORNS
657-1A8	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1021
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL
311-015	DAYTIME RUNNING LIGHTS ON FRONT TURN LAMPS WITH ENGINE RUNNING
294-027	WIRING ONLY WITH SEPARATE STOP AND TURN LIGHT CIRCUITS TO END OF FRAME FOR CUSTOMER FURNISHED LAMPS
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-1D9	LH ONLY WEST COAST MOLDED-IN COLOR MIRROR
797-001	DOOR MOUNTED MIRRORS
743-1A3	LH 8" MOLDED-IN COLOR CONVEX MIRROR MTD UNDER PRIMARY MIRROR
729-001	STANDARD SIDE/REAR REFLECTORS
677-058	DUAL LEVEL ENTRY STEPS LH ONLY
768-997	OMIT REAR WINDOW(S)
661-020	TINTED DOOR GLASS LH WITH TINTED LH NON-OPERATING WING WINDOWS, NO RH WINDOW
654-024	LH MANUAL WINDOW REGULATOR, NO RH REGULATOR
663-019	1-PIECE TINTED ROPED-IN WINDSHIELD
659-003	1 GALLON WINDSHIELD WASHER RESERVOIR



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Data Code	Description
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT
969-101	FCCC DECALS IN PARTS BOX
Cab Interior	
707-1AK	OPAL GRAY VINYL INTERIOR
772-006	BLACK MATS WITH SINGLE INSULATION
785-004	DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER
691-997	OMIT STANDARD FORWARD OVERHEAD CONSOLE
694-010	IN DASH STORAGE BIN
742-007	(2) CUP HOLDERS LH AND RH DASH
680-006	GRAY/CHARCOAL FLAT DASH
130-003	SANDEN COMPACT AIR CONDITIONER COMPRESSOR
685-082	BODY AC,FR/RR EVAP,SKRT COND,300,FR/C, S2C
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER
702-002	BINARY CONTROL, R-134A
170-041	ADDITIONAL AUXILIARY LINES WITH MANIFOLD PLUMBING AND COMBINED SHUTOFF TO DASH AND AUXILIARY HEATER
739-034	PREMIUM INSULATION
285-020	SOLID-STATE CIRCUIT PROTECTION, PDMS W/FUSES & BRKRS, PDC W/FUSES & BRKR
324-074	LH/RH DOOR ACTIVATED DOME LT W/3-WAY SW & COURTESY LIGHTS MOUNTED ON ALL DOORS
32H-013	STEPWELL LAMP ON WITH DOOR(S) OPEN
284-023	(1) 12 VOLT POWER SUPPLY IN DASH
756-1D9	PREM HB AIR SUSP ST W/3 CHMBR AIR LMBR, INT CUSH EXT,FWD&RR TILT, ADJ SHK
760-997	OMIT STANDARD FRONT PASSENGER SEAT
757-998	NO SEAT SKIRT(S)
759-009	INBOARD DRIVER SEAT ARMREST, NO PASSENGER SEAT ARMREST
711-006	LH INTEGRAL DOOR PANEL ARMREST, NO RH ARMREST



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Data Code	Description
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER
763-031	3 POINT FIXED D-RING RETRACTOR DRIVER SEAT BELT; NO PASSENGER BELT
706-013	MOLDED PLASTIC DOOR PANEL
693-003	PLASTIC MANIFEST BOX - LH DOOR
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL
734-004	GRAY CENTER INSTRUMENT PANEL
870-001	BLACK GAUGE BEZELS
811-042	ICU3S, 132X48 DISPLAY W/DIAGNOSTICS, 28 LED WRNG LAMPS & DATA LINKED
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
812-001	ELECTRONIC 3000 RPM TACHOMETER
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
844-001	2 INCH ELECTRIC FUEL GAUGE
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT
486-001	LOW AIR PRESSURE LIGHT AND BUZZER
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL
160-025	DIAGNOSTIC INTERFACE CONNECTOR, 9 PIN, SAE J1939, LOCATED BELOW DASH
148-079	PROG RPM CTRL WITH A/C OR 12.75V LOW VOLTAGE AUTO HIGH IDLE
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY



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Data Code	Description
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH
882-049	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR, PNEUMATIC SERVICE BRAKE INTERLOCK AND CUSTOMER CONTROLLED PARK BRAKE RELEASE SOLENOID
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS

Design

065-196	PAINT: ONE SOLID COLOR; BASE/CLEARCOAT
---------	--

Color

980-NC8	CAB COLOR A: B9145EY OXFORD WHITE ELITE EY
98A-998	NO GRILLE PAINT
986-019	CHASSIS PAINT: VENDOR BLACK
962-972	POWDER WHITE (N0006EA) FRT WHEELS/RIMS(PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS(PKWHT21, TKWHT21, W, TW)
96F-972	POWDER WHITE (N0006EA) SPARE WHEEL/RIM(PKWHT21, TKWHT21, W, TW)

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION
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Special Narrative Instructions

999-998	NO SPECIAL NARRATIVE
---------	----------------------

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



STURAA TEST

10 YEAR

350,000 MILE BUS

from

**CHAMPION BUS INC.
GENERAL COACH AMERICA INC.**

MODEL DEFENDER

DECEMBER 2009

PTI-BT-R0911

PENNSTATE



The Thomas D. Larson Transportation Institute

201 Transportation Research Building (814) 865-1891
The Pennsylvania State University
University Park, PA 16802

Bus Testing and Research Center

2237 Old Route 220 N. (814) 695-3404
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EXECUTIVE SUMMARY

Champion Bus Inc. General Coach America Inc. submitted a model Defender. The bus is built on a Freightliner model Business Class M2 chassis, diesel-powered 29 seat (including the driver) 35-foot bus, for a 10 yr/350,000 mile STURAA test. The odometer reading at the time of delivery was 2,670 miles. Testing started on June 15, 2009 and was completed on November 27, 2009. The Check-In section of the report provides a description of the bus and specifies its major components.

The primary part of the test program is the Structural Durability Test, which also provides the information for the Maintainability and Reliability results. The Structural Durability Test was started on July 3, 2009 and was completed on November 23, 2009.

The interior of the bus is configured with seating for 29 passengers including the driver plus 2 wheelchair positions. Free floor space will accommodate 20 standing passengers resulting in a potential load of 49 persons plus 2 handicap positions. At 150 lbs per person and 600 lbs per wheelchair position, this load results in a measured gross vehicle weight of 24,540 lbs. The first segment of the Structural Durability Test was performed with the bus loaded to a GVW of 24,540 lbs. The middle segment was performed at a seated load weight of 21,630 lbs and the final segment was performed at a curb weight of 16,440 lbs. Durability driving resulted in unscheduled maintenance and failures that involved a variety of subsystems. A description of failures, and a complete and detailed listing of scheduled and unscheduled maintenance is provided in the Maintainability section of this report.

Accessibility, in general, was adequate, components covered in Section 1.3 (Repair and/or Replacement of Selected Subsystems) along with all other components encountered during testing, were found to be readily accessible and no restrictions were noted.

The Reliability section compiles failures that occurred during Structural Durability Testing. Breakdowns are classified according to subsystems. The data in this section are arranged so that those subsystems with more frequent problems are apparent. The problems are also listed by class as defined in Section 2. The test bus encountered no Class 1 or Class 4 failures. Of the three reported failures, 1 was a Class 2 and two were Class 3.

The Safety Test, (a double-lane change, obstacle avoidance test) was safely performed in both right-hand and left-hand directions up to a maximum test speed of 45 mph. The performance of the bus is illustrated by a speed vs. time plot. Acceleration and gradeability test data are provided in Section 4, Performance. The average time to obtain 50 mph was 24.46 seconds.

The Shakedown Test produced a maximum final loaded deflection of 0.274 inches with a permanent set ranging between -0.004 to 0.002 inches under a distributed static load of 19,575 lbs. The Distortion Test was completed with all subsystems, doors and escape mechanisms operating properly. No water leakage was observed throughout the test. All subsystems operated properly.

The Static Towing Test was performed using a target load (towing force) of 19,728 lbs. All four front pulls were completed to the full test load with no damage or deformation observed. The Dynamic Towing Test was performed by means of a front-lift tow. The towing interface was accomplished using a hydraulic under-lift wrecker. The bus was towed without incident and no damage resulted from the test. The manufacturer does not recommend towing the bus from the rear, therefore, a rear test was not performed. The Jacking and Hoisting Tests were also performed without incident. The bus was found to be stable on the jack stands, and the minimum jacking clearance observed with a tire deflated was 5.0 inches.

A Fuel Economy Test was run on simulated central business district, arterial, and commuter courses. The results were 6.39 mpg, 6.86 mpg, and 14.21 mpg respectively; with an overall average of 7.73 mpg.

A series of Interior and Exterior Noise Tests was performed. These data are listed in Section 7.1 and 7.2 respectively.



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BUS AND VAN SALES SINCE 1942
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WEBSITE: WWW.SCHETKY.COM

PROVIDING TRANSPORTATION SOLUTIONS SINCE 1942!

AFTER-THE-SALE SUPPORT, SERVICE, AND WARRANTY

When considering your next bus purchase, we believe there are three (3) areas of importance the buyer should look at: the **manufacturer**; the **distributor**; and the **product** itself!

SNWS recognizes the value and importance of quality after-the-sale support. Customers involved in the transportation industry routinely face obstacles dealing with vehicle downtime, service accessibility, preventative maintenance, and parts availability which may negatively affect their service and operation. Recognizing this important aspect in customer satisfaction, SNWS has invested heavily to maintain a high level of this necessary after-the-sale support. As a further benefit to our customers, we provide after-the-sale support represented by the largest, longest established sale/service organization in the industry throughout the North America.

Schetky Northwest has a seventy-plus year commitment dedicated to customer service. With our proven track record in after-the-sale support, Schetky Northwest has received national recognition from such manufacturers as: ElDorado National, Thomas Built Bus, Champion Bus, Elkhart Coach, Heil Corp, Ricon Corp, Braun Corp, and MV-1 to name a few.

Whether your needs are for vehicle replacement, regular maintenance, parts replacement, technical advice, or operating assistance, Schetky is the Northwest's #1 bus dealer in sales and repeat customers since 1942!

➤ ELECTRONIC COMMUNICATIONS

The *Schetky Northwest* website allows for on-line warranty claim filing, requests for service, and parts ordering capabilities. For your review, you can also visit us at:
<http://www.schetkynw.com/service/warranty.asp>

➤ WARRANTY DEPARTMENT

Schetky Northwest sales provides warranty service that is most convenient and in the best interests of the customer. For specific warranty claims or anytime you may have a question regarding your warranty, we encourage you to contact our Warranty Administrator Ed Wakeman. Ed can be reached as follows:

Ed Wakeman, Warranty Administrator
Schetky Northwest Sales, Inc.
503-382-3129 (Direct)
800-255-8341 extension 129
8430 NE Killingsworth St., Portland, OR 97220
<mailto:edw@schetkynw.com>



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Below describes the typical method of warranty adjustment¹:

COACH:

The Final-Stage Manufacturer Repair Station is available at: Schetky Northwest Sales, Inc., Portland, Oregon, or at our authorized service centers in Lakewood, WA.; or through our affiliate dealer network nation-wide; or by reimbursing agency for expenses incurred at a repair facility mutually agreed upon; or reimburse agency for mutually agreed expenses incurred at the agency's maintenance facility. Please refer to the specific warranty terms and conditions for method of warranty adjustment.

CHASSIS:

The chassis warranty repair station is available at any authorized chassis dealership in the United States. The Final-Stage Manufacturer produces vehicles built on light, medium, and heavy duty chassis' built by Ford, Chevrolet, International, Freightliner, Mercedes-Benz, and specific purpose-built chassis' such as the MV-1 or ENC-Riverside heavy-duty chassis. Please consult your owner's manual or call Schetky Northwest for availability of your nearest service center. Schetky Northwest further offers contractual warranty and repair facilities throughout the Country through our affiliation with various distributor networks, assuring our customers with the finest in after the sale support.

COMPLETE SERVICE FOR ALL TYPES OF EQUIPMENT

Quality service and repairs are offered in such areas as electrical systems, hydraulic systems, wheelchair lift, air conditioning, body repair, preventative maintenance programs, complete vehicle refurbishing, and custom fabrication. In our present facility, we have seven shop bays, plus a steam rack available for all our customers' service needs. To further serve the needs of our customers, Schetky Northwest also offers a convenient mobile field service program. In the past two years, our coverage for field service has increased to the point where we are able to service customers' needs on a monthly schedule and respond immediate to customer needs when required.

¹ALL BODY RELATED WARRANTY REPAIRS MUST BE PRE-AUTHORIZED BY FINAL-STAGE MANUFACTURER.



PROVIDING TRANSPORTATION SOLUTIONS SINCE 1942!

SCHETKY NORTHWEST SALES, INC.
BUS AND VAN SALES SINCE 1942
PHONE: (800) 255-8341
WEBSITE: WWW.SCHETKY.COM

➤ CUSTOMER SERVICE DEPARTMENT

Keeping with our philosophy to not only offer our customers the best product available, but also the best possible service we can provide, the *Schetky Northwest Service, Parts, & Warranty Department* staff of 23 employees are dedicated to providing the finest in after-the-sale support.

With over 25,000 square feet of Service, Parts, Sales, and Administrative offices located just minutes away from the Portland International Airport, *Schetky Northwest* is conveniently located between Interstate 5 and interstate 205 on Killingsworth Street in Portland, Oregon.

Schetky Northwest also maintains a complete service facility in Lakewood, Washington conveniently located just minutes from I-5.

To better support our valued customers, *Schetky Northwest* will be opening a new Service Facility in Pasco Washington the summer of 2014.

➤ MOBILE FIELD SERVICE

Recognizing that we cannot be everywhere, Schetky Northwest Service Department maintains additional contractual service agreements with other service facilities throughout the Northwest and Alaska to further provide our customers with convenient service alternatives. In addition, we further provide for a network of service facilities nation-wide for qualified after-the-sale support, including service and parts.

FOR SPECIFIC SERVICE NEEDS IN YOUR AREA OR TO SCHEDULE AN APPOINTMENT, PLEASE CONTACT THE SCHETKY NORTHWEST SERVICE CENTER NEAREST YOU:

➤ PORTLAND, OREGON

Brett Hill, Service Manager
Schetky Northwest Sales, Inc.
503-607-3137 (Phone - Direct)
800-255-8341 extension 137 (Toll-Free)
8430 NE Killingsworth St., Portland, OR 97220
<mailto:bretth@schetkynw.com>

➤ LAKESWOOD, WASHINGTON

Matt Peters, Service Manager
Schetky Northwest Sales, Inc.
(503) 542-3906
2624 112th St. So., Bldg. A2, Lakewood, WA 98499
<mailto:mattp.schetkynw@gmail.com>



SCHETKY **BUS & VAN SALES**

PROVIDING TRANSPORTATION SOLUTIONS SINCE 1942!

SCHETKY NORTHWEST SALES, INC.
BUS AND VAN SALES SINCE 1942
PHONE: (800) 255-8341
WEBSITE: WWW.SCHETKY.COM

- **PASCO, WASHINGTON**
Mr. Sam Corona, Service Manager
Schetky Northwest Sales, Inc.
(509) 545-3378 (Phone – Direct)
East B Circle, Pasco, WA 99301
samc@schetkynw.com

- **MT. VERNON, WASHINGTON**
Schetky Northwest Sales, Inc.
1817 Railroad Ave, Unit B
Mt Vernon, WA 98273

PARTS DEPARTMENT

Complementing our Sales and Service departments, Schetky Northwest offers the largest parts distribution network in 11 western states representing over 237 Manufacturers. Staffed by a total of 6 representatives, our Parts Department is available from 7:30am to 5:00pm with 24 hour on call availability for those unexpected emergency situations.

➤ **FOR PARTS INQUIRIES AND SALES, PLEASE CONTACT:**

Schetky Northwest Sales, Inc.
800-769-0902 (Toll-Free)
8430 NE Killingsworth St.
Portland, OR 97220
<http://www.schetkynw.com/service/parts.asp>

**WE VALUE YOUR BUSINESS AND WELCOME THE OPPORTUNITY TO BE OF SERVICE. DO NOT
HESITATE TO CONTACT US WHENEVER WE CAN BE OF ASSISTANCE.**

**THANK YOU FOR CONSIDERING
SCHETKY NORTHWEST
TO MEET YOUR TRANSPORTATION NEEDS.**

STANDARD WARRANTIES

The following information must be filled out and provided for each Make/Model/Mfg offered under this Price Agreement.

Bus Vendor
 Bus Manufacturer
 Bus Model
 Useful Life Category / Subcategory

Schetky Northwest Sales, Inc.
 Champion Bus
 Defender S2C - 35'
 Category B/High Floor

Warranty	Miles	Years	Source
Body Structure	100,000	5	OEM
Chassis	36,000	3	OEM
Engine	UNLIMITED	2	CUMMINS
Transmission	36,000	3	ALLISON
Air conditioner	UNLIMITED	2	OEM (A.C.T.)
Lift/Ramp	3,000 CYCLES or 10,000 CYCLES	1 (STANDARD) OR 3 YEARS IF REGISTERED WITHIN 20 DAYS	OEM (BRAUN)
Seating	UNLIMITED	METAL COMPONENTS - 5 PLASTIC COMPONENTS - 3 MOVING COMPONENTS - 3 GAS SHOCK COMPONENTS - 1 FOAM UPHOLSTERED COMPONENTS - 2	OEM (FREEDMAN)
Passenger Heater	UNLIMITED	2	OEM (PROAIR)
Tires	VARIES	6	OEM (HANKOOK)
Starter	36,000	3	OEM (FORD)
Door Systems - Passenger and Emergency	UNLIMITED	1	OEM (A&M)
Alternator	36,000	3	OEM (FORD)
Seon Surveillance System	N/A	3	SEON

REI Page System	UNLIMITED	1	REI - Radio Engineering
Transign Destination Signs	N/A	10 - Limited Lifetime	Transign, LLC
Diamond XV Farebox	N/A	1	Diamond Manufacturing
Sportworks Apex 3 Bike Rack	N/A	1	Sportworks
Yield Sign	UNLIMITED	1	DataLED Technologies

**** ALL WARRANTIES PROVIDED ARE SUBJECT TO MANUFACTURERS' TERMS AND CONDITIONS.**

Champion References

Kayak

Robert Johnson
(541) 429-7985

Yamhill County

Cynthia Thompson
(503) 474-4910

Central Oregon Intergovernmental Council

Marty Hopper
(541) 923-3189



CHAMPION®

CHAMPION BUS STANDARD WARRANTY

Notice

Please return the warranty registration card to register the warranty with Champion Bus so that Champion Bus may record your rights under this limited warranty and to ensure prompt assistance. Your dealer will provide the warranty card for you to sign. If you did not sign a Champion Bus warranty card at the time of delivery, please contact your dealer.

Definition of Terms

Authorized Champion Bus Dealer ("Dealer"): This agreement is applicable only in the United States, Puerto Rico and Canada. Any Authorized Dealer of the owner's choice may perform warranty service work under the Champion Bus Warranty Agreement. This vehicle should be delivered to the authorized dealer during normal service hours. A reasonable time should be allowed after taking the vehicle to the authorized dealer for performance of the repair.

Champion Bus, Division of Forest River, Inc. ("Warrantor"): The party obligated to perform under this Agreement.

Original Purchaser: Person or entity that is a recipient of this product provided by a dealer under a purchase order or contract sales.

Wear and Tear: The deterioration of a part or material beyond the manufacturer's specified tolerances that occur naturally over time and under normal operating conditions.

1. Who Warrants The Product

The product, as described and limited here, is warranted by the manufacturer and installer of the body: Champion Bus, Division of Forest River, Inc., hereinafter referred to as Champion Bus, 331 Graham Road, Imlay City, MI 48444; a Michigan Corporation; and is administered by the Champion Bus Customer Service Department, Imlay City, Michigan.

2. Who Is Covered

Champion Bus, the warrantor, extends this limited warranty agreement to the original owner only of the vehicle during the Warranty Period.

3. What Is Covered

Champion Bus, your warrantor, extends the following limited warranty to you; in which the limited warranty covers your conversion only pertaining to material defects in all materials and workmanship supplied by or performed by Champion Bus.

4. Warranty Period

The Champion Bus limited warranty is for a period of one (1) year from the date of first delivery or 12,000 miles, whichever occurs first, except for other coverages listed under "Other Warranties That May Apply" and items listed under "Exclusions and Limitations" and "Limits of the Warranty."

5. Extended Warranty on Structural Items

Warrantor warrants to the original purchaser for a period of five (5) years from the date of first delivery or 100,000 miles, whichever comes first, that this produce shall be free of SUBSTANTIAL DEFECTS arising out of or relating to the structural portion of the product. THIS STRUCTURAL WARRANTY IS INTENDED TO COVER ONLY THE PERFORMANCE OF THE STEEL CAGE STRUCTURE OF THE BUS BODY, INCLUDING CORROSION DAMAGE TO THE BODY STRUCTURE.

6. Exterior Paint

Exterior Paint, performed by Champion Bus, is fully warranted to be free of substantial defects in workmanship by Champion Bus for the first three (3) years (36,000 miles) from date of original purchase, 50% warranted four (4) years (70,000 miles), and 25% warranted five (5) years (100,000 miles) from date of original purchase.

7. Other Warranties That May Apply

Champion Bus does not warrant the base chassis itself. The vehicle engine, chassis, drive-train, suspension system, battery and other chassis components are covered by a separate warranty offered by the manufacturer of the chassis and administered by the chassis manufacturer's authorized dealers. The tire manufacturer separately warrants tires. In addition, all aftermarket springs, suspensions, driveline retarders, etc., such as Liquid Springs, Mor Ryde, Kelderman, Telma, etc. are not covered by Champion Bus. These items are covered by their original manufacturer and their warranties may vary.

8. Owner's Responsibility

Proper preventative maintenance of the exterior and interior of the vehicle is the responsibility of the owner. See the owner's manual(s) for proper care instructions. Defects or damage as a result of improper care or maintenance are not covered by this warranty agreement.

9. Exclusions and Limitations

Damage caused by abuse, misuse, failure to observe reasonable required maintenance practices, acid rain, accidents, natural disasters, acts of war, facing of fabrics, carpeting and/or fiberglass are not covered. Light bulbs and fuses are not covered.

Damage to the unit if such damage is the result of deterioration due to normal use, wear and tear, or exposure to the elements.

Damages that may occur to the chassis, frame, other parts or components that occur due to overloading will not be covered and may invalidate portions of the Champion Bus warranty agreement.

Cosmetic or surface corrosion resulting from stone chips or scratches in paint are not covered.

Replacement parts provided under terms of the warranty agreement will whenever possible, match original equipment. When necessary, Champion Bus will substitute parts of comparable function and value. Defective items may be replaced with new, remanufactured, reconditioned or repaired components.

Modifications, alterations or repairs performed by unauthorized personnel may invalidate portions of the Champion Bus warranty. In addition, using the vehicle to tow another vehicle is prohibited and may void warranty. Contact Champion Bus Customer Service before you make modifications, alteration or repairs.

10. Recovery Limitations

No person shall be entitled to recover from warrantor for any consequential or incidental damages arising out of or relating to any defect in the product. These limitations include but are not limited to, loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; bus rentals; car rentals; gasoline expenses; telephone charges; inconvenience or other incidental damages.

11. How To Get Warranty Service

To obtain warranty service, contact or visit the dealership where you originally purchased your vehicle or another warranty service facility designated by Champion Bus. The dealership must contact Champion Bus Customer Service Department for authorization to have a warranty claim submitted. If you or your dealer has moved, or if your dealer is no longer in business, contact Champion Bus Customer Service Department (see address and telephone numbers below) for the name of a Champion Bus dealer nearest to you. Your claim must be made within 14 days of the discovery of the defect. Champion Bus will determine authorization based on and subject to the terms of the warranty agreement. All warranty claims must be reported within the warranty period. Warranty personnel must authorize all warranty service prior to performance. Warranty service may be reported directly to the warrantor or to one of their authorized dealers. If warranty personnel approve warranty service, you must leave the unit at the appropriate warranty service location for a sufficient time to perform service.

12. Who Performs Warranty Service

It is recommended you obtain warranty service at the dealership where you originally purchased your bus. If the dealership cannot perform the service work, they should call Champion Bus Customer Service Department for assistance (see number below). If you are unable to visit your original dealer, contact Champion Bus Customer Service Department (address below) for the name and location of a Champion Bus dealer near you.

13. Dispute Resolution

Should you be unable to resolve a disagreement with your dealer regarding your right to pursue warranty coverage for a needed repair, contact the Champion Bus Customer Service Department (see address below). If a dispute about warranty service arises between Champion Bus and you, the owner, the disagreement will be resolved in accordance with the customary procedures of the American Arbitration Association relating to commercial transactions, or the dispute will be submitted to a panel of three (3) arbitrators for decision. The panel will be made up of one member appointed by Champion Bus, one member appointed by the complainant/owner, and one member from the arbitrator group mentioned above. Any and all legal remedies shall be available to the owner after pursuing this informal dispute resolution if a ruling is entered against Champion Bus and Champion Bus fails to abide by the ruling. The expenses of arbitration will be paid by the party against whom the arbitrator(s) rule.

14. Limits Of Warranty

This written statement of limited warranty represents the entire warranty authorized and offered by Champion Bus. There are no warranties or representations beyond those expressed in this written document. Any dealership, salesperson or agent cannot amend it. It expressly limits all warranties, including, but not limited to, by way of specification, both express and implied warranties, including warranties of merchantability and fitness for a particular purpose along with all other liabilities or obligations of Champion Bus.

FEDERAL COMPLIANCE

THE TERMS OF THE WARRANTOR'S UNDERTAKING EXPRESSED IN THIS LIMITED WARRANTY ARE DRAFTED TO COMPLY WITH THE MAGNUSON MOSS WARRANTY LEGISLATION, P.L. 93-637 OF 1974, AND OTHER APPLICABLE LAW. ANY WARRANTY PROVISIONS PROMULGATED BY THE FEDERAL TRADE COMMISSION PURSUANT TO RULES OR ANY OTHER LAW RELATIVE THERETO ARE EXPRESSLY INCORPORATED HEREIN. TO THE EXTENT ANY PROVISIONS OF THIS LIMITED WARRANTY ARE INCONSISTENT WITH STATE LAWS, ONLY THOSE PARTS INCONSISTENT ARE VOID.

Champion Bus
Division of Forest River, Inc.
CUSTOMER SERVICE DEPT.
331 Graham Road
Inlay City, MI 48444
Phone: 844.473.8287



Vehicle Purchase Order

General Info

Email Address for Confirmation

kbabcock@clackamas.us

Purchase Order #

34218-B

Show this number on all papers and shipments pertaining to this order.

Ordering Agency Name

Clackamas County

Purchase Order

Date

5/13/2021

Delivery Date (est.)

2/14/2022

Purchase Method

State Price Agreement

Vendor Information

Vendor Name

Schetky Northwest Sales, Inc

Vendor Contract

Number

9463

Vendor Address

8430 NE Killingsworth St
Portland, OR 97220

Vendor Contact Name

Mark Zollner

Vendor Contact Phone

Office: (503) 382-3119
Cell: (503) 607-3143

Agency Information

Bill To Name and Address

Clackamas County
2051 Kaen Rd
Oregon City, OR 97045

Agency Contact Name

Kristina Babcock

Agency Contact Phone

(971) 349-0481

Ship To

Clackamas County
City of Sandy Operations Center
16610 Champion Way
Sandy, OR 97055

ODOT/RPTD Grant Agreement

Number

34218

Comments

Purchase 1 Category B bus. To be delivered to Sandy Operations Center. All preferred options included (\$1651.00).

Vehicle Information

Vehicle Information

Category	Description (Make, Model, Fuel Type, and Length)	Total Seats, Total ADA Stations	Total Seats w/ADA deployed	Quantity	Base Price	Vehicle Options	Total Cost	
B	Champion Defender S2C, Diesel, 38'	37,20, 2 eg	31	1	\$168,832.00	\$29,384.00	\$198,216.00	
					1	\$168,832.00	\$29,384.00	Grand Total: \$198,216.00

Match Information

Vehicle 1

Vehicle Match Amount

\$46,916.00

Match Source

STIF

Total Match Amount

\$46,916.00

2.7.3 Mandatory purchase order language

This purchase is submitted pursuant to State of Oregon Solicitation no. **DASPS-2234-19** and price agreement no. **9463**. The price agreement including contract terms and conditions contained in the price agreement are hereby incorporated by reference and shall apply to this purchase and shall take precedence over all other conflicting terms and conditions, expressed or implied.

Visit <https://www.oregon.gov/das/Procurement/Pages/ORPIN.aspx> to access ORPIN.

Purchase Authorization

Agency 1

By electronically signing below, you acknowledge that you are the agent authorized to complete the purchase order form.

Authorized Agent
Printed Name

Teresa Christopherson

Authorized Agent Signature

Signature Date

5/13/2021




ODOT Authorization (For ODOT use only)

Authorized Signatory

Patricia McNeil

Authorized Signatory Signature



Signature Date

5/13/2021

June 15, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Amendment #1 with Todos Juntos to provide Brain Box early learning materials and training to families located in Canby or Molalla

Purpose/Outcome	Todos Juntos will provide families with young children, living in Canby and/or Molalla, with Brain Box training materials and workshops. Brain Box, includes activities to foster brain development, school readiness and positive parent-child interaction to support ready for kindergarten practices.
Dollar Amount and Fiscal Impact	Amendment #1 adds \$17,049 for a revised amount of \$50,805. No County Funds are included and no match required.
Funding Source	Oregon Community Foundation (\$23,755) Oregon State University for its College of Public Health (\$27,050)
Duration	This amendment is effective upon signature by all parties for services ending September 30, 2021.
Previous Board Action/Review	081320
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 05/17/21, KR
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
Contact Person	Adam Freer, 971-533-4929
Contract No.	CFCC 9813

BACKGROUND:

The Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Amendment #1 with Todos Juntos to provide high quality, evidence-based parenting education activities and workshops to parents and caregivers in Canby and/or Molalla. Evidence-based parent education expands parent knowledge resulting in healthy child development, as well as improved parenting skills, parent-child relationships, and school readiness.

This Grant Agreement is effective upon signature by all parties for services terminating on September 30, 2021. This Agreement has a maximum value of \$50,805.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorizes Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

*Mary W. Winters for
Rodney A. Cook*

Rodney Cook, Interim Director
Health, Housing & Human Services

Local Subrecipient Grant Amendment (FY 21-22)
H3S – Children, Family & Community Connections Division

Local Subrecipient Agreement Number: 9813	Board Order Number: 081320
Department/Division: H3S-CFCC	Amendment No. 1
Local Recipient: Todos Juntos	Amendment Requested By: Adam Freer
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

Justification for Amendment:

This Amendment adds to the maximum compensation and updates the Scope of Work to include Brain Box distribution and Ready for Kindergarten workshops for children, parents and caregivers in Canby and Molalla to foster brain development, school readiness, and positive parent-child interactions.

Maximum compensation is increased by \$17,049 for a revised maximum of \$50,805. The amendment becomes effective when it is fully executed for services ending September 30, 2021.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

Amend Recital:

2. SUBRECIPIENT will conduct Spanish and English class series of Active Parenting Now and English class series of Make Parenting a Pleasure, targeting families with children birth-6 and Strengthening Families, targeting families with children 10-16. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.

To Read:

2. ***SUBRECIPIENT will conduct Spanish and English class series of Active Parenting Now and English class series of Make Parenting a Pleasure, targeting families with children birth-6 and Strengthening Families, targeting families with children 10-16 living in Rural Clackamas County and distribute Brain Box activities and provide Ready for Kindergarten workshops, to children, parents and caregivers living in Canby and Molalla. Classes may be conducted in person or virtually to best meet the health and safety needs of the community.***

Amend:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than August 1, 2020 and not later than June 30, 2021, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

To Read:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than August 1, 2020 and not later than **September 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

Amend:

4. **Grant Funds.** COUNTY's funding for this Agreement is the the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation (\$23,755) and Oregon State University for its College of Public Health and Human Sciences (\$10,001). The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is \$33,756.

To Read:

4. **Grant Funds.** COUNTY's funding for this Agreement is the the Oregon Parenting Education Collaborative issued to COUNTY by the Oregon Community Foundation (\$23,755) and Oregon State University for its College of Public Health and Human Sciences (**\$27,050**). ***The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is \$50,805.***

REPLACE:

Exhibit A-1 Scope of Work

With:

**EXHIBIT A-1
SCOPE OF WORK**

PROGRAM GOALS

Oregon Community Foundation – Oregon Parenting Education Collaborative (OPEC) goals are to expand parenting education opportunities in Clackamas County, especially in areas and among populations where there is limited access with the intent of increasing parenting skills and knowledge of healthy child development and to promoting early learning and readiness for kindergarten.

PROGRAM ACTIVITIES AND EXPECTED OUTCOMES - classes may be facilitated in person or virtually to best meet the health and safety needs of the community. All classes target families living in the rural areas of Molalla, Canby, Sandy and Estacada in Clackamas County. Outcomes measured by Parenting Skills Ladder survey, workshop evaluations and facilitator observations.

- By June 30, 2021 conduct one Spanish and English class series of Paternidad Activa 4a/Active Parenting Now.
- By June 30, 2021 conduct one English class series of Make Parenting a Pleasure.
- By June 30, 2021 conduct one English class series of Strengthening Families Program targeting families with children 10-16.
- ***By September 30, 2021 a minimum of 150 children and their parents or caregivers, located in Canby and/or Molalla) receive a BRAIN BOX, to include activities to foster brain development, school readiness, and positive parent child interactions.***
- ***By September 30, 2021 a minimum of 16 children and their parents or caregivers (located in Canby and/or Molalla) will participate in a minimum of three 90-minute workshops supporting ready for kindergarten practices.***

REPLACE:

Exhibit B: Budget

With:

Exhibit B: Budget				
Contractor: Todos Juntos				9813 - Amend 1 8/1/20-9/30/21
Program: OPEC Parenting Education				
Address: PO Box 645				
Canby, OR 97013				
Contact Person: Eric Johnston				
Contact Info: eitodosjuntos@comcast.net				
Budget Category	Budget (OSU) (8/1/20-6/30/21)	Budget (OPEC) (8/1/20-6/30/21)	Budget (OSU/SSA) to 9/30/21	Total Budget
<u>Personnel</u>				
Parenting Educators (MPAP/APN)		\$ 3,630.00	\$ -	\$ 3,630.00
Parenting Educators (SF)	\$ 1,210.00		\$ -	\$ 1,210.00
Youth Facilitators (SF)	\$ 2,200.00		\$ -	\$ 2,200.00
Program Director & Admin (MPAP/APN)		\$ 6,050.00	\$ -	\$ 6,050.00
Program Director & Admin (SF)	\$ 2,200.00		\$ -	\$ 2,200.00
Child care staff (MPAP/APN)		\$ 4,800.00	\$ -	\$ 4,800.00
			\$ -	\$ -
Fringe (MPAP/APN)		\$ 1,502.00	\$ -	\$ 1,502.00
Fringe (SF)	\$ 800.00		\$ -	\$ 800.00
	\$ 6,410.00	\$ 15,982.00	\$ -	\$ 22,392.00
<u>Administration</u>				
10%	\$ 891.00	\$ 2,158.00	\$ -	\$ 22,392.00
	\$ 891.00	\$ 2,158.00	\$ -	\$ 3,049.00
<u>Program costs</u>				
Meals & Snacks, Food (MPAP/APN)		\$ 3,615.00		\$ 3,615.00
Meals & Snacks, Food (SF)	\$ 1,400.00		\$ -	\$ 1,400.00
Meals & Snacks, Food (SSA)			\$ 4,680.00	\$ 4,680.00
Parent Incentives (MPAP/APN)		\$ 900.00	\$ -	\$ 900.00
Parent Incentives (SF)	\$ 450.00		\$ -	\$ 450.00
Childcare & Program Supplies (MPAP/APN)		\$ 650.00	\$ -	\$ 650.00
Childcare & Program Supplies (SF)	\$ 500.00		\$ -	\$ 500.00
Little Chippers Program Supplies (SSA)			\$ 1,000.00	\$ 1,000.00
Mileage (MPAP/APN)		\$ 450.00	\$ -	\$ 450.00
Mileage (SF)	\$ 350.00			\$ 350.00
Brain Boxes (SSA)			\$ 5,000.00	\$ 5,000.00
IY/MPAP Curriculum & Training (SSA)			\$ 6,369.00	\$ 6,369.00
	\$ 2,700.00	\$ 5,615.00	\$ 17,049.00	\$ 25,364.00
Total Budget	\$ 10,001.00	\$ 23,755.00	\$ 17,049.00	\$ 50,805.00

REPLACE:

Exhibit C: Performance Reporting Schedule

With:

Schedule and Requirements:

Due monthly by the 15th of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due quarterly by the 8th of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report

Quarterly due dates:

- July – September Due October 8, 2020
- October – December Due January 8, 2021
- January – March Due April 8, 2021
- April – June Due July 8, 2021

Brain Box and Little Chipper quarterly report (funding to September 30, 21)

- ***July – September Due October 8, 2021***

REPLACE:

Exhibit D-1: Reimbursement for Request

With:

Exhibit D-1: REQUEST FOR REIMBURSEMENT						
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: <ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due). 						
Contractor: Todos Juntos Address: PO Box 645 Canby, OR 97013 Contact Person: Eric Johnston Contact Info: ejtodosjuntos@comcast.net Term: August 1, 2020-June 30, 2021				Contract Number: 9813 - Amend 1 Report Period: OPEC Program		
Budget Category	Budget (OSU) (8/1/20-6/30/21)	Budget (OPEC) (8/1/20-6/30/21)	Budget (OSU/SSA) (to 9/30/21)	Current Draw Request	Previously Requested	Balance
Personnel						
Parenting Educators (MPAP/APN)		\$ 6,270.00		\$ -	\$ -	\$ 6,270.00
Parenting Educators (SF)	\$ 1,210.00			\$ -	\$ -	\$ 1,210.00
Youth Facilitators (SF)	\$ 2,200.00			\$ -	\$ -	\$ 2,200.00
Program Director & Admin (MPAP/APN)		\$ 6,050.00		\$ -	\$ -	\$ 6,050.00
Program Director & Admin (SF)	\$ 2,200.00			\$ -	\$ -	\$ 2,200.00
Child care staff (MPAP/APN)				\$ -	\$ -	\$ -
Fringe (MPAP/APN)		\$ 1,275.00		\$ -	\$ -	\$ 1,275.00
Fringe (SF)	\$ 800.00			\$ -	\$ -	\$ -
	\$ 6,410.00	\$ 13,595.00		\$ -	\$ -	\$ 20,005.00
Administration						
10%	\$ 891.00	\$ 2,158.00		\$ -	\$ -	\$ 3,049.00
				\$ -	\$ -	\$ -
	\$ 891.00	\$ 2,158.00		\$ -	\$ -	\$ 3,049.00
Program costs						
Meals & Snacks, Food (MPAP/APN)		\$ 6,524.27	\$ -	\$ -	\$ -	\$ 6,524.27
Meals & Snacks, Food (SF)	\$ 1,400.00			\$ -	\$ -	\$ 1,400.00
Meals & Snacks, Food (SSA)			\$ 4,680.00	\$ -	\$ -	\$ -
Parent Incentives (MPAP/APN)		\$ 900.00		\$ -	\$ -	\$ 900.00
Parent Incentives (SF)	\$ 450.00			\$ -	\$ -	\$ 450.00
Childcare & Program Supplies (MPAP/APN)		\$ 127.73		\$ -	\$ -	\$ 127.73
Childcare & Program Supplies (SF)	\$ 500.00			\$ -	\$ -	\$ 500.00
Little Chippers Program Supplies			\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Mileage (MPAP/APN)		\$ 450.00		\$ -	\$ -	\$ 450.00
Mileage (SF)	\$ 350.00			\$ -	\$ -	\$ 350.00
Rural Brain Boxes			\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
IY/MPAP Curriculum & Training			\$ 6,369.00	\$ -	\$ -	\$ 6,369.00
	\$ 2,700.00	\$ 8,002.00	\$ 17,049.00	\$ -	\$ -	\$ 10,702.00
Total Budget	\$ 10,001.00	\$ 23,755.00	\$ 17,049.00	\$ -	\$ -	\$ 50,805.00
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.						
CERTIFICATION						
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.						

AGENCY

CLACKAMAS COUNTY

Todos Juntos
Local Grant Agreement – CFCC 9813 A-1
Page 7 of 7

Todos Juntos
PO Box 645
Canby, OR 97013

By: Eric Johnston
Eric Johnston, Executive Director

Date: 5-20-2021

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

Signing on Behalf of the Board:

Tootie Smith, Board Chair

Date: _____

June 16, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #02 to a Contract with Northwest Family Services
for Drug and Alcohol Pre-Engagement and Prevention Activities

Purpose/Outcomes	Provides drug and alcohol pre-engagement and prevention activities for Clackamas County middle and high schools.
Dollar Amount and Fiscal Impact	Amendment adds \$51,140.08 to the value of the contract. New contract maximum value is \$153,420.23.
Funding Source	State of Oregon, Oregon Health Authority Community Mental Health Program funds. No County General Funds.
Duration	Effective July 1, 2021 and terminates on December 31, 2021.
Previous Board Action	None
Counsel Review	Reviewed and approved May 24, 2021 (KR)
Procurement Review	Was this item processed through Procurement? No. Term of contract being extended to allow for the completion of a formal procurement process for these services.
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.	9734

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #02 to the Contract with Northwest Family Services for drug and alcohol pre-engagement and prevention activities for Clackamas County middle and high schools. The Amendment extends the term of the Contract to ensure no gap in services while a formal procurement process is completed.

This Amendment, effective July 1, 2021 and terminates December 31, 2021, was reviewed and approved by Counsel May 24, 2021. The Amendment increases the maximum contract value by \$51,140.08 for a new maximum value of \$153,420.23.

RECOMMENDATION:

Staff recommends approval of this Amendment.

Respectfully submitted,


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

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #:	9734	Division: BH	<input type="checkbox"/> Subrecipient
Board Order #:		Contact: Russell, Angela	<input type="checkbox"/> Revenue
		Program Contact: Rumbaugh, Mary	<input checked="" type="checkbox"/> Amend # 2 \$ 51,140.08
			<input checked="" type="checkbox"/> Procurement Verified
			<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda Date: _____

CONTRACT WITH: Northwest Family Services^

CONTRACT AMOUNT: \$153,420.23

TYPE OF CONTRACT

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

DATE RANGE

<input type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input type="checkbox"/> Upon Signature _____ - _____	<input type="checkbox"/> Biennium _____ - _____
<input checked="" type="checkbox"/> Other 7/1/2021 - 12/31/2021	<input type="checkbox"/> Retroactive Request? _____ - _____

INSURANCE What insurance language is required?

Checked Off N/A

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

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

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

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

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

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

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

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Monday, May 24, 2021
OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____
Date: _____

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

Contract Amendment #02
Clackamas County, acting through its Health, Housing, and Human Services Department,
Behavioral Health Division

H3S Contract Number: 9734 Board Agenda Number: _____

and Board date: _____

Division: **Behavioral Health** _____

Amendment No. 02

Contractor: **Northwest Family Services** _____

Amendment Requested By: Mary Rumbaugh, Director, Behavioral Health Division

Changes: Scope of Services Contract Budget/Compensation
 Contract Term Other _____

This Amendment #02 is entered into between Northwest Family Services (“Contractor”), and Clackamas County, acting through its Health, Housing and Human Services Department, Behavioral Health Division (“County”) and shall become part of the contract entered into between both parties on July 9, 2020 (“Contract”), as amended.

Justification for Amendment:

This Contract provides drug and alcohol pre-engagement and prevention activities for Clackamas County middle and high schools.

This Amendment #02 extends the services provided by this contract an additional six (6) months.

Compensation of this Contract is increased by \$51,140.08. The new **maximum value of the contact is \$153,420.23.**

This Amendment #02 is effective **July 1, 2021** and continues through **December 31, 2021.**

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with ***“bold/italic”*** font for easy reference.

AMEND Article I. Section 1 of the Contract:

1. **Effective Date and Duration.** This Contract shall become effective on July 1, 2020. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2021**.

TO READ:

1. **Effective Date and Duration.** This Contract shall become effective on July 1, 2020. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2021**.

AMEND Article I. Section 3 of the Contract:

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred two thousand two hundred eighty dollars and fifteen cents (\$102,280.15)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in **Exhibit D**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D**.

TO READ:

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred fifty-three thousand four hundred twenty dollars and twenty-three cents (\$153,420.23)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in **Exhibit D**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D**.

AMEND Exhibit B, Scope of Work, Reporting Section A of the Contract:

- A. Contractor will submit a summary report within 45 days following each quarter. The final report will be due no later than **August 12, 2021**.

TO READ:

- A. Contractor will submit a summary report within 45 days following each quarter. The final report will be due no later than **February 14, 2022**.

AMEND Exhibit D, Compensation, Section a of the Contract:

- a. 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 **\$102,280.15**. Compensation shall be based on the following budget:

Youth A&D Pre-Engagement & Outreach Program Budget			
<i>July 2020 - June 2021</i>			
Category		Budget	
<i>Personnel</i>			
	<i>FTE</i>		
CADCII	0.5	\$	42,025.00
CADCI	0.4	\$	31,980.00
Benefits		\$	18,501.50
Total Personnel		\$	92,506.50
<i>Other</i>			
Mileage		\$	1,328.50
Total Other		\$	1,328.50
<i>Administration</i>			
Admin Fee 9%		\$	8,445.15
Total Administration		\$	8,445.15
Budget Total		\$	102,280.15

TO READ:

- a. 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 **\$153,420.23**. Compensation shall be based on the following budget:

Youth A&D Pre-Engagement & Outreach Program Budget			
<i>July 2020 - December 2021</i>			
Category		Budget	
<i>Personnel</i>			
	<i>FTE</i>		
CADCII	0.5	\$	63,037.50
CADCI	0.4	\$	47,970.00
Benefits		\$	27,752.25
Total Personnel		\$	138,759.75
<i>Other</i>			
Mileage		\$	1,992.75
Total Other		\$	1,992.75
<i>Administration</i>			
Admin Fee 9%		\$	12,667.73
Total Administration		\$	12,667.73
Budget Total		\$	153,420.23

[Signature page follows]

SIGNATURE PAGE

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

NORTHWEST FAMILY SERVICES

Rose Fuller 5/24/2021
Authorized Signature Date

Rose Fuller, Executive Director
Name / Title (Printed)

170100-18
Oregon Business Registry #

Domestic Nonprofit Corporation / Oregon
Entity Type / State of Formation

**COUNTY OF CLACKAMAS
BOARD OF COMMISSIONERS**

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

Signing on behalf of the Board:

Tootie Smith, Chair Date

Approved as to form:

Kathleen J. Ricketts 5/24/2021
County Counsel Date

June 16th, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment # 1 of the Sub-recipient Professional Services Agreement with
Cascade AIDS Project (CAP) for HIV Testing and Counseling Services

Purpose/Outcomes	Amendment #1 updates the language regarding the funding split of State and federal dollars.
Dollar Amount and Fiscal Impact	The maximum Agreement value of \$75,244 remains the same.
Funding Source	Funding provided by the State of Oregon - Oregon Health Authority. No County General Funds are involved.
Duration	Upon signature and will expire on June 30, 2021
Previous Board Action	The Board previously reviewed and approved this agreement on November 25, 2020, Agenda item 112520-A2.
Strategic Plan Alignment	1. Efficient and Effective Services 2. Build a strong infrastructure.
Counsel Review	<i>No counsel review needed for amendment</i>
Procurement Review	1. Was this item processed through Procurement? No; This is a subrecipient and processed through Grants Management
Contact Person	Philip Mason-Joyner, Public Health Director – 503-742-5956
Contract No.	9912-01

BACKGROUND:

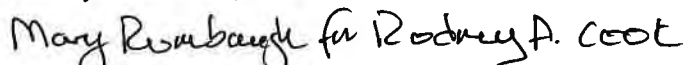
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #01 to the Sub-recipient Professional Services Agreement with Cascade AIDS Project (CAP) for HIV Testing and Counseling Services. The County receives funding through the Local Public Health Authority Agreement (LPHA) with the State of Oregon. This funding is a mix of federal and state funding. The County contracts with Cascade AIDS Project to manage the HIV program.

Amendment #1 updates language regarding the funding split of State and Federal dollars. This maximum value of \$75,244 remains the same. This Agreement is effective upon signature and terminates on June 30, 2021.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve this Agreement.

Respectfully submitted,



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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9912	Division: PH	<input checked="" type="checkbox"/> Subrecipient	
Board Order #:	Contact: Weber, Jeanne	<input type="checkbox"/> Revenue	
	Program Contact: Summer, Anna	<input checked="" type="checkbox"/> Amend # 1 \$	\$0.00
		<input checked="" type="checkbox"/> Procurement Verified	
		<input checked="" type="checkbox"/> Aggregate Total Verified	

Non BCC Item BCC Agenda **Date:** Thursday, June 17, 2021

CONTRACT WITH: Cascade AIDS Project (CAP)

CONTRACT AMOUNT: \$75,244.00

TYPE OF CONTRACT

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

DATE RANGE

<input type="checkbox"/> Full Fiscal Year _____	<input type="checkbox"/> 4 or 5 Year _____
<input checked="" type="checkbox"/> Upon Signature _____ 06/30/2021	<input type="checkbox"/> Biennium _____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Retroactive Request? _____

INSURANCE What insurance language is required?

Checked Off N/A

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

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

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

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

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

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

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

COUNTY COUNSEL

Yes by: Naylor, Andrew Date Approved: Monday, May 10, 2021
OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: Sherry L Olson Digitally signed by Sherry L Olson
Date: 2021.05.20 15:04:37 -07'00'

Date: 5/20/21

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

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

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Public Health

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Cascade AIDS Project (CAP)

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 06/10/2021

PURPOSE OF

CONTRACT/AGREEMENT: Provision of HIV Counseling & Testing

Amendment #01 Updates the funding split of Federal and State pass through funds.

H3S CONTRACT NUMBER: 9912

Subrecipient Agreement Amendment Health, Housing and Human Services Department

H3S Contract Number 9912 Board Agenda Number N/A (Under \$150,000)

and Date June 17, 2021

Division Public Health Division

Amendment No. 01

Contractor Cascade AIDS Project

Amendment Requested By Philip Mason-Joyner

Changes:

- Scope of Services
 Contract Time

- Contract Budget
 Other Revise language

Justification for Amendment:

The purpose of this Amendment is to show that the Grant Funds for this Agreement are split between federal pass through funds and Oregon Health Authority state funds. This Amendment is effective **upon signature** and continues through **June 30, 2021**.

Except as amended hereby, all other terms and conditions of the Agreement remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND:

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2020-2021 Intergovernmental Agreement, HIV Prevention Activities for Health Departments, **CFDA No. 93.940** issued to COUNTY by the State of Oregon issued to the State of Oregon by the U.S. Department of Health and Human Services. The maximum, not to exceed, grant amount that COUNTY will pay is **\$75,244**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment or termination of the Agreement.

TO READ:

4. **Grant Funds.** *The maximum, not to exceed, amount COUNTY will pay is \$75,244. COUNTY's funding for this Agreement is the Oregon Health Authority 2020-2021 Intergovernmental Agreement [#159803] for HIV Prevention Activities for Health Departments. Funding between sources is distributed as follows:*
 - **Federal Pass through funds (\$45,134.40) [U.S. Department of Health and Human Services; CFDA 93.940].**
 - **Oregon Health Authority State funds (\$30,089.60)**

Signature on Next Page

CASCADE AIDS PROJECT (CAP) – #21-009
Subrecipient Grant Agreement [9912-01]
Page 2 of 2

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

CASCADE AIDS PROJECT

CLACKAMAS COUNTY

By: Tyler TerMeer
Tyler TerMeer

Chair, Board of County Commissioner's

Name and Title Cascade AIDS Project
CEO

05-12-2021 | 4:35 PM PDT

Date

Date

520 NW Davis St., Suite 215

Street Address

Portland, OR 97209

City/State/Zip

503-278-3880 / 503-223-6437

Phone / Fax

June 16, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #01 to the Sub-recipient Professional Services Agreement
with Outside In, for HIV Testing and Counseling Services

Purpose/Outcomes	Amendment #1 updates the language regarding the funding split of State and federal dollars.
Dollar Amount and Fiscal Impact	The maximum Agreement value of \$22,477 remains the same.
Funding Source	Funding provided by the State of Oregon - Oregon Health Authority. No County General Funds are involved.
Duration	Upon signature and will expire on June 30, 2021
Previous Board Action	The Board previously reviewed and approved this agreement on November 25, 2020, Agenda item 112520-A2.
Strategic Plan Alignment	1. Efficient and Effective Services 2. Build a strong infrastructure.
Counsel Review	<i>No counsel review needed for amendment</i>
Procurement Review	1. Was this item processed through Procurement? No; This is a subrecipient and processed through Grants Management
Contact Person	Philip Mason-Joyner, Public Health Director – 503-742-5956
Contract No.	9966_01

BACKGROUND:

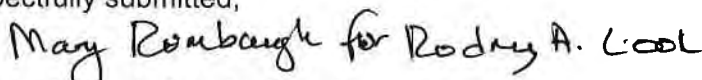
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #01 to the Sub-recipient Professional Services Agreement with Outside In for HIV Testing and Counseling Services. The County receives funding through the Local Public Health Authority Agreement (LPHA) with the State of Oregon. This funding is a mix of federal and state funding. The County contracts with Outside In, Inc. to manage the HIV program.

Amendment #1 updates language regarding the funding split of State and Federal dollars. This maximum value of \$22,477 remains the same. This Agreement is effective upon signature and terminates on June 30, 2021.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve this Agreement.

Respectfully submitted,



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

Contract Transmittal Form
Health, Housing & Human Services Department

H3S Contract #: 9966	Division: PH	<input checked="" type="checkbox"/> Subrecipient
Board Order #:	Contact: Weber, Jeanne	<input type="checkbox"/> Revenue
	Program Contact: Summer, Anna	<input type="checkbox"/> Amend # \$
		<input checked="" type="checkbox"/> Procurement Verified
		<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, June 17, 2021

CONTRACT WITH: Outside In

CONTRACT AMOUNT: \$22,477.00

TYPE OF CONTRACT

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

DATE RANGE

- | | |
|---|---|
| <input type="checkbox"/> Full Fiscal Year _____ - _____ | <input type="checkbox"/> 4 or 5 Year _____ - _____ |
| <input checked="" type="checkbox"/> Upon Signature _____ - 06/30/2021 | <input type="checkbox"/> Biennium _____ - _____ |
| <input type="checkbox"/> Other _____ - _____ | <input type="checkbox"/> Retroactive Request? _____ - _____ |

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived

If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived

If no, explain why:

Professional Liability: Yes No, not applicable No, waived

If no, explain why:

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

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

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

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

COUNTY COUNSEL

Yes by: Naylor, Andrew Date Approved: Monday, May 10, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE:

Sherry L Olson Digitally signed by Sherry L Olson
Date: 2021.05.20 15:06:12 -07'00'

Date: 5/20/21

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

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

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Public Health

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Outside In

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 06/10/2021

PURPOSE OF

CONTRACT/AGREEMENT: Contractor will provide HIV Testing Services

Amendment #01 Updates the funding split of Federal and State pass through funds.

H3S CONTRACT NUMBER: 9966

Subrecipient Agreement Amendment
Health, Housing and Human Services Department

H3S Contract Number 9966 01 Board Agenda Number N/A (Under \$150,000)

and Date June 17, 2021

Division Public Health

Amendment No. 01

Contractor Outside In

Amendment Requested By Philip Mason-Joyner

Changes:

- Scope of Services
 Contract Time

- Contract Budget
 Other Update language

Justification for Amendment:

The purpose of this Amendment is to show that the Grant Funds for this Agreement are split between federal pass through funds and Oregon Health Authority state funds. This Amendment is effective **upon signature** and continues through **June 30, 2021**.

Except as amended hereby, all other terms and conditions of the Agreement remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND:

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2020-2021 Intergovernmental Agreement, HIV Prevention Activities for Health Departments, **CFDA No. 93.940** issued to COUNTY by the State of Oregon issued to the State of Oregon by the U.S. Department of Health and Human Services. The maximum, not to exceed, grant amount that COUNTY will pay is **\$22,477**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment or termination of the Agreement.

TO READ:

4. **Grant Funds.** *The maximum, not to exceed, amount COUNTY will pay is \$22,477. COUNTY's funding for this Agreement is the Oregon Health Authority 2020-2021 Intergovernmental Agreement [#159803] for HIV Prevention Activities for Health Departments. Funding between sources is distributed as follows:*
- *Federal Pass through funds (\$13,486) [U.S. Department of Health and Human Services; CFDA 93.940].*
 - *Oregon Health Authority State funds (\$8,991)*

Signatures on next page

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

OUTSIDE IN

CLACKAMAS COUNTY

By Lou Slaughter, Development
Director
Name and Title

Chair, Board of County Commissioner's

May 10, 2021
Date

Date

1132 SW 13TH AVENUE
Street Address
PORTLAND OR 97205
City/State/Zip
503-535-3803 /
Phone / Fax



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 T.F.T Construction, Inc., for the
Kelso Road/ Richey Road Paving Package**

Purpose/Outcome	Execution of Contract #4144 to pave Kelso Road between Richey Road and Highway 26 and to pave SE Richey Road between SE Kelso Road and Highway 212.
Dollar Amount and Fiscal Impact	Total contract value at \$1,019,342.00 until December 31, 2021
Funding Source	County Road Fund
Duration	December 31, 2021
Previous Board Action/Review	Discussion item at issues on June 8, 2021
Strategic Plan Alignment	This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.
Counsel Review	AN, May 27, 2021
Procurement Review	Was this project processed through Procurement? Yes.
Contact Person	Jon Sparks, Engineering Technician 4, 503-650-3235
Contract No.	#4144

Background:

The Kelso/Richey Paving Package will resurface 3.0 miles of road along two sections of road. The first section of road includes resurfacing SE Kelso Road between SE Richey Road and Highway 26 with asphalt. SE Kelso Road has an average daily traffic of 3,375 vehicles per day and is classified as a minor arterial.

The second section of road includes resurfacing SE Richey Road between SE Kelso Road and Highway 212 with asphalt. SE Richey Road has an average daily traffic of 7,340 vehicles per day and is classified as a major arterial.

This contract will include, but not be limited to: placing asphalt; grinding asphalt; placing pavement markings and striping; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on March 25, 2021. Proposals were opened on April 29, 2021. The County received six (6) Proposals: Brix Paving Northwest 1,032,554.00, Eagle-Elsner Inc 1,111,111.00, Granite Constructions 1,309,309.00, Kerr Contractors 1,222,742.00, Knife River 1,199,650.50, and TFT Construction 1,019,342.00. After review of the base bids, TFT Construction Inc. was determined to be lowest responsive bidder.

Recommendation:

Staff respectfully recommends that the Board approve and execute the Contract with TFT Construction, Inc., for the Kelso Road/ Richey Road Paving Package Project.

Sincerely,

Jon Sparks

Jon Sparks
Engineering Technician 4

Placed on the BCC Agenda _____ by Procurement and Contract Services



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
Contract #4144

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 **T.F.T Construction, Inc.**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: # 2021-25 Kelso Road/Richey Road Paving Package

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **One Million Nineteen Thousand Three Hundred Forty-Two Dollars (\$1,019,342.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the project specifications) referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all road paving work ("Work") described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid adjusted for Alternates, as indicated in the accepted Bid.

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

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

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Highway Construction (the "Specifications"), together with the provisions of the Oregon Standard Specifications for Construction (2018) referenced therein.

The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default

2. Representatives.

Contractor has named Tom Fischer 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 Jon Sparks 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: Tom Fischer shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: Erik Olsen shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: Jim Anderson shall be the Contractor's on-site job superintendent throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: August 27, 2021

FINAL COMPLETION DATE: December 31, 2021

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Insurance Certificates and Required Performance and Payment Bonds.

5.1 In accordance with Section 00170.70 of the Specifications, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to Procurement@clackamas.us.

5.2 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

5.2.1 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

5.3 Builder's Risk Insurance: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to

modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

5.4 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

5.4.1 Such insurance shall be maintained until Owner has occupied the facility.

5.4.2 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

5.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).

5.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

5.7 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions.

The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

5.8 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

5.9 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

6. Responsibility for Damages/Indemnity.

6.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.

6.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Section 6.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 6.2.

6.3 In claims against any person or entity indemnified under Section 6.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 6.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the

termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

8. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

9. Counterparts.

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

10. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

11. Liquidated Damages

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

- 11.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:
- 11.1.1. \$ 800.00 per Calendar day past the Substantial Completion date as identified in section 00180.85 (b) and 00180.85 (c).

12. Compliance with Applicable Law. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

13. Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

14. Escrow and Retainage. If retainage is withheld, unless the Contractor requests and the Owner accepts a form of retainage permitted under ORS 279C.560, the Owner will deposit the retainage in an interest-bearing escrow account as required by ORS 279C.570(2). The Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the Owner may require to protect its interests, including but not limited to a provision that no funds may be paid from the account to anyone without the Owner's advance written authorization.

15. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

SIGNATURE PAGE FOLLOWS

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:

T.F.T Construction, Inc.
53990 West Lane Road
Scappoose, Oregon 97056

Contractor CCB # 104648 Expiration Date: 8/10/2022
Oregon Business Registry # 761052-88 Entity Type: DBC

State of Formation: Oregon

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.

TFT Construction, Inc.

Clackamas County Board of County Commissioners

J.L.U. J. 5/24/21
Authorized Signature Date

Chair Date

Thomas L.P. Fischer / PRESIDENT
Name / Title Printed

Recording Secretary

APPROVED AS TO FORM

[Signature] 05/27/2021
County Counsel Date



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

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CLACKAMAS COUNTY
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

INVITATION TO BID #2021-25
Kelso Road/Richey Road Paving Package
March 25, 2021

Clackamas County ("County") through its Board of County Commissioners is accepting sealed bids for the Kelso Road/Richey Road Paving Package Project until **April 29, 2021, 2:00 PM**, Pacific Time, ("Bid Closing") at the following location:

DELIVER BIDS TO: Clackamas County Procurement Division via email to procurement@clackamas.us.

Bidding Documents can be downloaded from ORPIN at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No.C01010-2021-25-21.

Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above.

Engineers Estimate: \$1,125,000.00

Contact Information

Procurement Process and Technical Questions: Tralee Whitley at TWhitley@clackamas.us

Bids will be opened and publicly read aloud at the above Delivery address after the Bid Closing. Bid results will also be posted to the ORPIN listing shortly after the opening.

To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must prequalified in Asphalt Concrete Paving (ACP), Temporary Traffic Control (TTC), and Pavement Markings (PAVE).**

State Prevailing Wage

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Agreement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 1, 2021, which can be downloaded at the following web address:

http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx The Work will take place in Clackamas County, Oregon.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

INSTRUCTIONS TO BIDDERS

Clackamas County Local Contract Review Board Rules (“LCRB Rules”) govern this procurement process. LCRB Rules may be found at: <http://www.clackamas.us/code/documents/appendixc.pdf>. The Instructions to Bidders is applicable to the procurement process for Clackamas County, or any component unit thereof identified on the Notice of Public Improvement Contract Opportunity, herein after referred to as the “Owner.”

Article 1. Scope of Work

The work contemplated under this contract with the Owner, includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all construction work in connection with the project described in the Project Manual which includes, but is not necessarily limited to, the Notice of Public Improvement Contract Opportunity, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Bond, Public Improvement Contract Form, Performance Bond, Payment Bond, and Plans, Specifications and Drawings.

Article 2. Examination of Site and Conditions

Before making a Bid, the Bidder shall examine the site of the work and ascertain all the physical conditions in relation thereto. The Bidder shall also make a careful examination of the Project Manual including the plans, specifications, and drawings and other contract documents, and shall be fully informed as to the quality and quantity of materials and the sources of supply of the materials. Failure to take these steps will not release the successful Bidder from entering into the contract nor excuse the Bidder from performing the work in strict accordance with the terms of the contract at the price established by the Bid.

The Owner will not be responsible for any loss or for any unanticipated costs, which may be suffered by the successful Bidder, as a result of such

Bidder's failure to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required, including site conditions. No statement made by an elected official, officer, agent, or employee of the Owner in relation to the physical or other conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

Article 3. Interpretation of Project Manual and Approval of Materials Equal to Those Provided in the Specifications

If any Bidder contemplating submitting a Bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or forms of contract documents, or detects discrepancies or omissions, such Bidder may submit to the Architect (read "Engineer" throughout in lieu of Architect as appropriate) a written request for an interpretation thereof at least ten (10) calendar days prior to the date set for the Bid Closing.

When a prospective Bidder seeks approval of a particular manufacturer's material, process or item of equal value, utility or merit other than that designated by the Architect in the Project Manual, the Bidder may submit to the Architect a written request for approval of such substitute at least ten (10) calendar days prior to the date set for the Bid Closing. The prospective Bidder submitting the request will be responsible for its prompt delivery.

Requests of approval for a substitution from that specified shall be accompanied by samples, records of performance, certified copies of tests by impartial and recognized laboratories, and such other information as the Architect may request.

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the Project Manual either by description of process or by designating a

manufacturer by name and referring to a brand or product designation or by specifying a kind of material. Whenever a process is designated or a manufacturer's name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether in fact they do so or not.

Any interpretation of the Project Manual or approval of manufacturer's material will be made only by an Addendum duly issued. All Addenda will be posted to the ORPIN listing and will become a part of the Project Manual. The Owner will not be responsible for any other explanation or interpretation of the Project Manual nor for any other approval of a particular manufacturer's process or item for any Bidder.

When the Architect approves a substitution by Addendum, it is with the understanding that the Contractor guarantees the substituted article or material to be equal or better than the one specified.

Article 4. Security to Be Furnished by Each Bidder

Each Bid must be accompanied by either 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a Bid bond described hereinafter, executed in favor of the Owner, for an amount equal to ten percent (10%) of the total amount Bid as a guarantee that, if awarded the contract, the Bidder will execute the contract and provide a performance bond and payment bond as required. The successful Bidder's check or Bid bond will be retained until the Bidder has entered into a contract satisfactory to Owner and furnished a one hundred percent (100%) performance bond and one hundred percent (100%) payment bond. The Owner reserves the right to hold the Bid security as described in Article 10 hereof. Should the successful Bidder fail to execute and deliver the contract as provided for in Article 12 hereof, including a satisfactory performance bond and payment bond within twenty (20) calendar days after the Bid has been accepted by the Owner, then the contract award made to such Bidder may be considered canceled and the Bid security may be

forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the Bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Intent to Award.

Article 5. Execution of Bid Bond

Should the Bidder elect to utilize a Bid bond as described in Article 4 in order to satisfy the Bid security requirements, such form must be completed in the following manner:

- A. Bid bonds must be executed on the County forms, which will be provided to all prospective Bidders by the Owner.
- B. The Bid bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.
- C. In the case of a sole individual, the bond need only be executed as principal by the sole individual. In the case of a partnership, the bond must be executed by at least one of the partners. In the case of a corporation, the bond must be executed by stating the official name of the corporation under which is placed the signature of an officer authorized to sign on behalf of the corporation followed by such person's official capacity, such as president, etc. The corporation seal should then be affixed to the bond.
- D. The name of the surety must be stated in the execution over the signature of its duly authorized attorney-in-fact and accompanied by the seal of the surety corporation.

Article 6. Execution of the Bid Form

Each Bid shall be made in accordance with: (i) the sample Bid Form accompanying these instructions; (ii) the appropriate signatures for a sole individual, partnership, corporation or limited liability corporation shall be added as noted in Article 5C above; (iii) numbers pertaining to base Bids shall be stated both in writing and in figures; and (iv) the Bidder's address shall be typed or printed.

The Bid Form relates to Bids on a specific Project

Manual. Only the amounts and information asked for on the Bid Form furnished will be considered as the Bid. Each Bidder shall Bid upon the work exactly as specified and provided in the Bid Form. The Bidder shall include in the Bid a sum to cover the cost of all items contemplated by the Contract. The Bidder shall Bid upon all alternates that may be indicated on the Bid Form. When Bidding on an alternate for which there is no charge, the Bidder shall write the words "No Charge" in the space provided on the Bid Form. If one or more alternates are shown on the Bid Form, the Bidder shall indicate whether each is "add" or "deduct."

Article 7. Prohibition of Alterations to Bid

Bids that are incomplete, or contain ambiguities or have differing conditions required by the Bidder, including requested changes or exceptions to the Public Improvement Contract form or other portions of the Project Manual, may be rejected in Owner's sole and absolute discretion.

Article 8. Submission of Bid

Each Bid shall be sealed in an envelope, properly addressed to the Owner, showing on the outside of the envelope the name of the Bidder and the name of the project. Bids will be received at the time and place stated in the Notice of Public Improvement Contract Opportunity.

Article 9. Bid Closing and Opening of Bids

All Bids must be received by the Owner at the place and time set for the Bid Closing. Any Bids received after the scheduled Bid Closing time for receipt of Bids will be rejected.

At the time of opening and reading of Bids, each Bid received will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Bids.

Generally, Bid results will be posted to the Procurement Website within a couple hours of the opening.

Article 10. Acceptance or Rejection of Bids by Owner

Unless all Bids are rejected, the Owner will award a contract based on the lowest responsive Bid from a responsible Bidder. If that Bidder does not execute the contract, it will be awarded to the next lowest responsible Bidder or Bidders in succession.

The Owner reserves the right to reject all Bids and to waive minor informalities. The procedures for contract awards shall be in compliance with the provisions of the LCRB Rules in effect at that time.

The Owner reserves the right to hold the Bid and Bid security of the three lowest Bidders for a period of thirty (30) calendar days from and after the time of Bid opening pending award of the contract. Following award of the contract the Bid security of the three lowest Bidders may be held twenty (20) calendar days pending execution of the contract. All other Bids will be rejected and Bid security will be returned.

In determining the lowest Bidder, the Owner reserves the right to take into consideration any or all authorized base Bids as well as alternates or combinations indicated in the Bid Form.

If no Bid has been accepted within thirty (30) calendar days after the opening of the Bids, each of the three lowest Bidders may withdraw the Bid submitted and request the return of the Bid security.

Article 11. Withdrawal of Bid

At any time prior to the Bid Closing, a Bidder may withdraw its Bid. This will not preclude the submission of another Bid by such Bidder prior to the time set for the Bid Closing.

After the time set for the Bid Closing, no Bidder will be permitted to withdraw its Bid within the time frames specified in Article 10 for award and execution, except as provided for in that Article.

Article 12. Execution of Contract, Performance Bond and Payment Bond

The Owner will provide the successful Bidder with contract forms within seven (7) calendar days after

the completion of the award protest period. The Bidder is required to execute the contract forms as provided, including a performance bond and a payment bond from a surety company licensed to do surety business in the State of Oregon, within seven (7) calendar days after receipt of the contract forms. The contract forms shall be delivered to the Owner in the number called for and to the location as instructed by the Owner.

Article 13. Recyclable Products

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

Article 14. Clarification or Protest of the Solicitation Document or Specifications

Any request for clarification or protest of the solicitation document or specifications must be submitted in the manner provided for in the applicable section of the LCRB Rules to the Procurement Representative referenced in the Notice of Public Improvement Contract Opportunity.

A protest of the Solicitation Document must be received within seven (7) business days of the issuance of the Bid or within three (3) business days of issuance of an addendum.

Requests for clarification may be submitted no less than five (5) business days prior to the Bid Closing Date.

Article 15. Protest of Intent to Award

Owner will name the apparent successful Bidder in a "Notice of Intent to Award" letter. Identification of the apparent successful Bidder is procedural only and creates no right in the named Bidder to the award of the contract. Competing Bidders will be notified by publication of the Notice of Intent to Award on the Clackamas County Procurement Website of the selection of the apparent successful Bidder(s) and Bidders shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to C-

049-0450. Any award protest must be in writing and must be delivered by hand delivery or mail to the Procurement Division Director at: Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

Article 16. Disclosure of First-Tier Subcontractors

Within two (2) working hours after the Bid Closing, all Bidders shall submit to the County a disclosure form identifying any first-tier subcontractors (those entities that would be contracting directly with the prime contractor) that will be furnishing labor and materials on the contract, if awarded, whose subcontract value would be equal to or greater than: (a) Five percent (5%) of the total contract price, but at least \$15,000; or (b) \$350,000, regardless of the percentage of the total contract price.

Disclosures may be submitted with the Bid or may be hand delivered to the Bid Closing address or emailed to procurement@clackamas.us.



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT**

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Project Name: # 2021-25 Kelso Road/ Richey Road Paving Package

The following modify the Clackamas County “Instructions to Bidders” for this Project. Where a portion of the Instructions to Bidders has been modified by these Supplemental Instructions to Bidders, the unaltered portions shall remain in effect.

1. To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must be prequalified in Asphalt Concrete Paving & Oiling (ACP), Miscellaneous Highway Appurtenances (MHA), Temporary Traffic Control (TTC), and Pavement Markings (PAVE).**

Submission of Bids by email: Due to the COVID-19 Emergency, Clackamas County Buildings are closed to the public. The County is requiring all bids for this project to be electronically submitted. Complete Bids (including all attachments) may be emailed and must be electronically received by the closing time and date ***2:00p.m. Pacific Time, April 29, 2021.*** If emailed, the Bid must be emailed to the following address: Procurement@clackamas.us. The email subject line must be **“Bid#2021-25 Kelso Road/Richey Road Paving Package”** Bidders are ***strongly encouraged*** to telephone and confirm electronic receipt of the complete emailed document(s) before the above time and date deadline. Bids delayed or lost by email system filtering or failures may be considered at Clackamas County’s sole and absolute discretion. **Bids will be publicly read aloud via the computer application, Zoom. Bidders will be allowed to video conference or listen by phone to the bid results. The projects Zoom meeting can be accessed via the information below:**

ZOOM LINK***

Join Zoom Meeting

<https://clackamascounty.zoom.us/j/89913373758>

Meeting ID: 899 1337 3758

One tap mobile

+14086380968,,89913373758# US (San Jose) 16699006833,,89913373758# US

+(San Jose)

Dial by your location

- +1 408 638 0968 US (San Jose)
- +1 669 900 6833 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)
- +1 646 876 9923 US (New York)

Meeting ID: 899 1337 3758

Find your local number: <https://clackamascounty.zoom.us/j/89913373758>

****The Apparent Low bid results will be posted to the projects OPRIN listing as soon as possible following the bid opening.**

2. **Good Faith Effort:** Clackamas County encourages participation in contracts by Historically Underrepresented Businesses. “Historically Underrepresented Businesses” are State of Oregon-certified and self-identified minority, women and emerging small business as well as firms that are certified federally or by another state or entity with substantially similar requirements as the State of Oregon.

Bidders must perform Good Faith Effort (defined below) and submit **Form 1 and Form 2** for the Bidders Bid to be considered responsive. **Form 1 and Form 2** must be submitted within two (2) hours after the Closing Date and Time. Form 1 and Form 2 may be submitted by hand delivery to the location the Bid was due or may email the completed Forms to Procurement@clackamas.us. “Good Faith Effort” is a requirement of a prime contractor to reach out to at least three Historically Underrepresented Business Subcontractors for each division of work that will be subcontracted out and to complete the required forms. If fewer than three Historically Underrepresented Business Subcontractors are reasonably available for a particular division of work, the Bidder must specifically note the reason for there being fewer than three contacts. The outreach should be performed with sufficient time to give the subcontractors at least 5 calendar days to respond to the opportunity. Form 3, which documents the actual amount of subcontractors on the project, must be submitted with the project final pay application. Compliance with the Good Faith Effort and submission of Forms 1, 2 and 3 is a contractual requirement for final payment.

The sufficiency of the documentation or the performance of Good Faith Effort shall be in the sole and absolute determination of Clackamas County. Only those Bidders that Clackamas County has determined have not sufficiently performed Good Faith Effort shall have protest rights of the determination for such Bidder. No Bidder shall have protest rights of the sufficiency of any other Bidder completing Good Faith Effort.

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
SUBCONTRACTOR AND SELF-PERFORMED WORK LIST
(FORM 1)**

Prime Contractor Name: *TFT Construction, Inc.*

Total Contract Amount: \$ *1,019,342.00*

Project Name: # 2021-25 Kelso Road/Richey Road Paving Package

PRIME SELF-PERFORMING: Identify below ALL GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.

<u>DOW BIDDER WILL SELF-PERFORM (GFE not required)</u>	
<i>Asphalt Paving</i>	
<i>Asphalt milling</i>	

PRIME CONTRACTOR SHALL DISCLOSE AND LIST ALL SUBCONTRACTORS, including those Minority-owned, Woman-owned, and Emerging Small Businesses ("M/W/ESB") that you intend to use on the project. Hand delivery to Procurement, 2051 Kaen Road, Oregon City, OR 97045 or email to procurement@clackamas.us within 2 hours of the BID/Quote Closing Date/Time

LIST ALL SUBCONTRACTORS BELOW Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reporting MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name <i>D H Flagging</i> Address <i>1621 SE PARDEE ST</i> City/St/Zip <i>Portland, OR 97202</i> Phone# <i>503-252-2488</i> OCCB# <i>216371</i>	<i>TRAFFIC Control</i>	<i>\$30,000</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name <i>Cutting Edge Concrete, LLC</i> Address <i>4660 MAIN STREET Suite 160</i> City/St/Zip <i>Springfield, OR 97478</i> Phone# <i>541-744-7360</i> OCCB# <i>172339</i>	<i>Sawcutting</i>	<i>\$5,000.00</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name <i>SPM</i> Address <i>11095 SW Industrial Way Suite A</i> City/St/Zip <i>Tualatin, OR 97062</i> Phone# <i>503-885-0402</i> OCCB# <i>138591</i>	<i>STRIPING</i>	<i>\$26,000</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
M/W/ESB CONTACT / BIDS RECEIVED LOG
(FORM 2)**

Prime Contractor:
Project: # 2021-25 Kelso Road/Richey Road Paving Package

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
EAGLE STRIPING	STRIPING	4/19	4/19	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		NO RESPONSE	NO RESPONSE
KENETH BLACK	STRIPING	4/19	4/19	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		NO RESPONSE	NO RESPONSE
AEGIS AK SEAL COATING	STRIPING	4/19	4/19	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		NO RESPONSE	NO RESPONSE
JPM	STRIPING	4/19	4/19		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ 26,080.00		
HICKS STRIPING	STRIPING	4/19	4/19		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ 26,430		
					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
PROJECT: #2021-25 Kelso Road Richey Road Paving Package

BID OPENING: April 29, 2021, 2:00 PM, Pacific Time

Failure to submit this Form by the disclosure deadline will result in a nonresponsive bid.

INSTRUCTIONS:

This First-Tier Subcontractor Disclosure Form ("Form") must be submitted and received at the location specified in the Notice of Public Improvement Contract Opportunity on the advertised Bid Closing, and within two working hours after the advertised Bid Closing Time.

The Form may be mailed, hand-delivered or emailed to: Procurement@clackamas.us. It is the responsibility of Bidders to submit this Form and any additional sheets with the Project name clearly marked on the envelope or the subject line of the email.

Subcontractor lists may be submitted with the bid in the same envelope or email at the Bid Closing date and time. Subcontractor lists **MUST** be submitted within **two (2) hours** of the Bid Closing date and time.

List below the name of each subcontractor that will be furnishing labor, or labor and materials, for which disclosure is required, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter "**NONE**" if the value of the project bid is less than \$100,000 or there are no subcontractors that need to be disclosed. **ATTACH ADDITIONAL SHEETS IF NECESSARY.**

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	<u>None</u>	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Firm Name: TFT CONSTRUCTION, INC.

Bidder Signature: J.L.P. [Signature] Phone # 503-250-0156



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: # 2021-25 Kelso Road/Richey Road Paving Package

We, TFT Construction, Inc., as "Principal,"
(Name of Principal)

and Travelers Casualty and Surety Company of America, an Connecticut Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Clackamas County ("Obligee") the sum of (\$ 10% of the Total Amount Bid)

#2021-25 Kelso Road / Richey Road Paving Package dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. 2021-25) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 29th day of April, 2021.

Principal: TFT Construction, Inc.

Surety: Travelers Casualty and Surety Company of America

By: [Signature]
Signature

By: Attorney-In-Fact [Signature]

PRESIDENT
Official Capacity

Gail A. Price
Name

Attest: [Signature]
Corporation Secretary

1201 SW 12th Ave., #500
Address

Portland, Oregon 97205
City State Zip

503-224-2500 503-224-9830
Phone Fax



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Gail A Price** of **PORTLAND Oregon**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Assistant Treasurer, the Treasurer, any Assistant Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **29th** day of **April**, 2021.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: # 2021-25 Kelso Road/Richey Road Paving Package
BID CLOSING: April 29, 2021, 2:00 PM, Pacific Time
BID OPENING: April 29, 2021, 2:05 PM, Pacific Time

FROM: TFT Construction, Inc.
Bidder's Name (must be full legal name, not ABN/DBA)

TO: Clackamas County
Procurement Division – procurement@clackamas.us

1. Bidder is (check one of the following and insert information requested):

- a. An individual; or
- b. A partnership registered under the laws of the State of _____; or
- c. A corporation organized under the laws of the State of OREGON; or
- d. A limited liability corporation organized under the laws of the State of _____;

and authorized to do business in the State of Oregon hereby proposes to furnish all material and labor and perform all work hereinafter indicated for the above project in strict accordance with the Contract Documents for the Basic Bid as follows:

_____ Dollars (\$ 1,019,342.00)

and the Undersigned agrees to be bound by the following documents:

- Notice of Public Improvement Contract Opportunity
 - Instructions to Bidders
 - Bid Bond
 - Public Improvement Contract Form
 - Prevailing Wage Rates
 - Plans, Specifications and Drawings
 - Supplemental Instructions to Bidders
 - Bid Form
 - Performance Bond and Payment Bond
 - Payroll and Certified Statement Form
- ADDENDA numbered — through —, inclusive (fill in blanks)

2. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items of work relating to the following Alternate(s) as designated in the Specifications: N/A

3. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items or work relating to the following Unit Price(s) as designated in the Specifications, for which any adjustments in the Contract amount will be made in accordance with the project specifications: **Provide the attached Bid Schedules with Bid.**

4. The work shall be completed within the time stipulated and specified in 00180.50(h) of the Special Provisions for Kelso/Richey Paving Package.
5. Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid, plus the total sum of Alternatives (if any).
6. The Undersigned agrees, if awarded the Contract, to execute and deliver to Clackamas County, within twenty (20) calendar days after receiving the Contract forms, a Contract Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.
(name of surety company - not insurance agency)

The Undersigned hereby authorizes said surety company to disclose any information to the Owner concerning the Undersigned's ability to supply a Performance Bond and Payment Bond each in the amount of the Contract.

7. The Undersigned further agrees that the Bid Security accompanying the Bid is left in escrow with Clackamas County; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Contract Form, Performance Bond and Payment Bond, each as published, and that if the Undersigned defaults in either executing the Contract Form or providing the Performance Bond and Payment Bond within twenty (20) calendar days after receiving the Contract forms, then the Bid Security shall become the property of the Owner at the Owner's option; but if the Bid is not accepted within thirty (30) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Contract Form, Performance Bond and Payment Bond, the Bid Security shall be returned.

8. The Undersigned certifies that: (i) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition; and (ii) the contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.

9. The undersigned HAS, HAS NOT (check one) paid unemployment or income taxes in Oregon within the past 12 months and DOES, DOES NOT (check one) a business address in Oregon. The undersigned acknowledges that, if the selected bidder, that the undersigned will have to pay all applicable taxes and register to do business in the State of Oregon before executing the Contract Form.

10. The Undersigned agrees, if awarded a contract, to comply with the provisions of ORS 279C.800 through 279C.870 pertaining to the payment of the prevailing rates of wage.

11. Contractor's CCB registration number is 104648. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

12. The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005(2) were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the contract.

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is SAIF, Policy No. 485797, and that Contractor shall submit Certificates of Insurance as required.

14. Contractor's Key Individuals for this project (supply information as applicable):

Project Executive: Tom Fischer, Cell Phone: 503-260-2249,
Project Manager: Erik Olsen, Cell Phone: 503-250-0156,
Job Superintendent: Jim Anderson, Cell Phone: 503-509-8657,
Project Engineer: _____, Cell Phone: _____.

15. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project.

16. The Undersigned certifies that it has a drug testing program in accordance with ORS 279C.505.

REMINDER: Bidder must submit the below First-Tier Subcontractor Disclosure Form.

By signature below, Contractor agrees to be bound by this Bid.

NAME OF FIRM TFT CONSTRUCTION, INC.

ADDRESS 53990 WEST LANE RD

SCAPPOOSE, OR 97056

TELEPHONE NO 503-543-7979

EMAIL ERIK@TFTCONSTRUCTION.NET

SIGNATURE 1) _____
Sole Individual

or 2) _____
Partner

or 3) J.L.P. Jr
Authorized Officer or Employee of Corporation

***** END OF BID *****

Worksite #1 - SE KELSO RD (SE Richey Rd to End of County Maintenance)						
Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
TEMPORARY FEATURES AND APPURTENANCES						
100	00197	EXTRA WORK DONE ON FORCE ACCOUNT BASIS	FA	1	\$ 20,000.00	\$ 20,000.00
101	00210	MOBILIZATION	LS	1	30,000.00	30,000.00
102	00225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1	38,000.00	38,000.00
103	00225	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	3	2750.00	8250.00
104	00225	TEMPORARY FLEXIBLE PAVEMENT MARKERS	EA	3,300	1.00	3300.00
105	00225	TEMPORARY REMOVABLE TAPE	LF	100	5.00	500.00
106	00280	EROSION CONTROL	LS	1	500.00	500.00
107	00290	POLLUTION CONTROL PLAN	LS	1	500.00	500.00
TEMPORARY FEATURES AND APPURTENANCES-SUBTOTAL						\$ 101,050.00
ROADWORK						
108	00310	ASPHALT PAVEMENT SAW CUTTING	FOOT	1,300	4.35	5655.00
ROADWORK-SUBTOTAL						\$ 5655.00
BASES						
109	00620	COLD PLANE PAVEMENT REMOVAL, 0 - 2 INCH DEEP	SQYD	3,800	3.30	12540.00
110	00641	AGGREGATE SHOULDERS (1-1/2"-0)	TON	1,500	27.00	40500.00
111	00641	AGGREGATE APPROACH: AGGREGATE BASE	TON	130	35.00	4550.00
BASE - SUBTOTAL						\$ 57590.00
WEARING SURFACES						
112	00745	LEVEL 3, 1/2 INCH ACP	TON	5,500	72.75	400,125.00
113	00745	LEVEL 3, 1/2 INCH ACP IN LEVELING	TON	160	72.75	11,640.00
114	00749	EXTRA FOR ASPHALT APPROACHES	EA	65	525.00	34,125.00
WEARING SURFACES - SUBTOTAL						\$ 445,890.00
PERMANENT TRAFFIC CONTROL						
115	00855	BI-DIRECTIONAL YELLOW TYPE 1AR MARKERS, RECESSED	EA	370	13.00	4810.00
116	00866	DRIBBLE LINE, SPRAYED, SURFACE	LF	44,800	.05	2240.00
117	00866	HI-BUILD PAINT, 25 MIL, SPRAYED, SURFACE	LF	68,300	.20	13,660.00

Worksite #1 - SE KELSO RD (SE Richey Rd to End of County Maintenance)						
Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
PERMANENT TRAFFIC CONTROL (CONT.)						
118	00867	PAVEMENT BAR, TYPE B-HS	SQFT	300	9.50	2850.00
119	00867	PAVEMENT LEGEND, TYPE B-HS: YIELD LINE TRIANGLE	EA	4	58.00	232.00
PERMANENT TRAFFIC CONTROL-SUBTOTAL						\$ 23,792.00
WORKSITE #1 - SE KELSO RD (SE RICHEY RD TO ECM) PAVING PROJECT TOTAL					\$ 633,977.00	

Worksite #2 - SE RICHEY RD (SE Kelso Rd to End of County Maintenance)						
Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
TEMPORARY FEATURES AND APPURTENANCES						
201	00197	EXTRA WORK DONE ON FORCE ACCOUNT BASIS	FA	1	\$15,000.00	\$15,000.00
202	00210	MOBILIZATION	LS	1	19,000.00	19,000.00
203	00225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1	22,000.00	22,000.00
204	00225	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	3	2750.00	8250.00
205	00225	TEMPORARY FLEXIBLE PAVEMENT MARKERS	EA	1,000	1.00	1000.00
206	00225	TEMPORARY REMOVABLE TAPE	LF	300	5.00	1500.00
207	00280	EROSION CONTROL	LS	1	500.00	500.00
208	00290	POLLUTION CONTROL PLAN	LS	1	500.00	500.00
TEMPORARY FEATURES AND APPURTENANCES-SUBTOTAL						\$ 67,750.00
ROADWORK						
209	00310	ASPHALT PAVEMENT SAW CUTTING	FOOT	1,000	4.75	4750.00
ROADWORK-SUBTOTAL						\$ 4750.00
DRAINAGE AND SEWERS						
210	00490	MINOR ADJUSTMENT OF MANHOLES	EA	4	1500.00	6000.00
211	00490	ADJUSTING CATCH BASINS	EA	4	1200.00	4800.00
DRAINAGE AND SEWERS - SUBTOTAL						\$ 10800.00
BASES						
212	00620	COLD PLANE PAVEMENT REMOVAL, 0 - 2 INCH DEPTH	SY	1,300	3.30	4290.00
213	00641	SHOULDER ROCK IN PLACE (1-1/2"-0)	TON	900	27.00	24300.00
214	00641	AGGREGATE APPROACH: AGGREGATE BASE	TON	70	35.00	2450.00
BASE - SUBTOTAL						\$ 31040.00

Worksite #2 - SE RICHEY RD (SE Kelso Rd to End of County Maintenance)						
Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
WEARING SURFACES						
215	00745	LEVEL 3, 1/2 INCH ACP	TON	3,400	72.75	247,350.00
216	00749	EXTRA FOR ASPHALT APPROACHES	EA	31	525.00	16,275.00
WEARING SURFACES - SUBTOTAL						\$ 263,625.00
PERMANENT TRAFFIC CONTROL						
217	00855	BI-DIRECTIONAL YELLOW TYPE 1AR MARKERS, RECESSED	EA	120	13.00	1,560.00
218	00866	DRIBBLE LINE, SPRAYED	LF	12,600	.05	630.00
219	00866	HI-BUILD PAINT, 25 MIL, SPRAYED	LF	21,300	.20	4,260.00
220	00867	PAVEMENT BAR, TYPE B-HS	SQFT	100	9.50	950.00
PERMANENT TRAFFIC CONTROL-SUBTOTAL						\$ 7,400.00
WORKSITE #2 - SE RICHEY RD (SE KELSO RD TO ECM) PAVING PROJECT TOTAL						\$ 385,365.00

WORKSITE TOTALS

WORKSITE #1 - SE KELSO RD (SE RICHEY RD TO ECM) PAVING PROJECT TOTAL	\$ 633,977.00
WORKSITE #2 - SE RICHEY RD (SE KELSO RD TO ECM) PAVING PROJECT TOTAL	\$ 385,365.00
KELSO / RICHEY PAVING PACKAGE TOTAL	\$ 1,019,342.00

Total Price ONE million NINETEEN thousand THREE Hundred Forty TWO Dollars and
NO Cents

Name of Firm TFT CONSTRUCTION, INC.

Name (Print) THOMAS L.P. FISCHER

Signature *TL P. Fischer* Date 4/29/21



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: 107422150
Solicitation: #2021-25
Project Name: Kelso Road/Richey Road Paving Package

Table with 3 columns: Surety Name, Surety #, Bond Amount. Includes entries for Company of America (Surety #1), Company of America (Surety #2)*, and Total Penal Sum of Bond: \$ 1,019,342.00.

We, TFT Construction, Inc. as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) One Million Nineteen Thousand Three Hundred Forty-Two & no/100ths Dollars (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in

all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County, be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this 20th day of May, 2021.

PRINCIPAL: TFT Construction, Inc.

By: [Signature]

Signature

PRESIDENT

Official Capacity

Attest: [Signature]
Corporation Secretary

SURETY: Travelers Casualty and Surety Company of America
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Gail A. Price

Name

[Signature]

Signature

1201 SW 12th Ave., #500

Address

Portland, Oregon 97205

City State Zip

503-224-2500 503-224-9830

Phone Fax



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 107422150
Solicitation: #2021-25
Project Name: Kelso Road/ Richey Road Paving Package

Travelers Casualty and Surety Company of America (Surety #1)	Bond Amount No. 1:	\$ 1,019,342.00
(Surety #2)*	Bond Amount No. 2:*	\$ _____
* <i>If using multiple sureties</i>	Total Penal Sum of Bond:	\$ <u>1,019,342.00</u>

We, TFT Construction, Inc., as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) One Million Nineteen Thousand Three Hundred Forty-Two and no/100ths Dollars(Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and

shall permit no lien nor claim to be filed or prosecuted against Clackamas County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this 20th day of May, 20 21.

PRINCIPAL: TFT Construction, Inc.

By: J.L.P.
Signature

PRESIDENT
Official Capacity

Attest: [Signature]
Corporation Secretary

SURETY: Travelers Casualty and Surety Company of America
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Gail A. Price

[Signature]
Name
Signature

1201 SW 12th Ave., #500
Address

Portland, Oregon 97205
City State Zip

503-224-2500 503-224-9830
Phone Fax



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

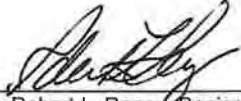
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Gail A Price** of **PORTLAND, Oregon**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

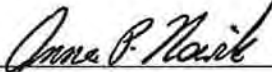
By: 
 Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of May, 2021




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
PROJECT INFORMATION, PLANS, SPECIFICATIONS AND DRAWINGS

PROJECT: #2021-25 Kelso Road/Richey Road Paving Project

Project Background:

The Kelso/Richey Paving Package is an asphalt paving contract. This paving package will resurface 3.0 miles of road. This contract will resurface SE Kelso Road between SE Richey Road and Highway 26 with asphalt. SE Kelso Road has an average daily traffic of 3,400 vehicles per day and is classified as a minor arterial. This contract will also resurface SE Richey Road between SE Kelso Road and Highway 212 with asphalt. SE Richey Road has an average daily traffic of 7,300 vehicles per day and is classified as a major arterial.

This contract will include, but not be limited to: placing approximately, 9,000 tons of asphalt; grinding about 5,100 square yards of asphalt; placing pavement markings and striping; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans.

Engineers Estimate: \$1,125,000.00

Key Dates:

All Basic Bid Work may begin as soon as the Notice to Proceed (“NTP”) is issued

Substantial Completion: August 27, 2021

Final Completion: December 31, 2021

Time is of the essence for this Project. Note the Liquidated Damages requirements as described in the project Specifications.

The Scope further includes the following Plans, Specifications and Drawings:

SPECIAL PROVISIONS FOR KELSO/RICHEY PAVING PACKAGE, Spring 2021.

Worksite 1: SE Kelso Road (SE Richey Road to End of County Maintenance)

Worksite 2: SE Richey Road (SE Kelso Road to End of County Maintenance)

Application and Permit to Occupy or Perform Operations Upon a State Highway

SE Kelso Rd / SE Richey Rd Paving Package Drawing Set:

- Kelso Rd/ Richey Rd Paving Package Sheet No. 1 through Sheet No. 8
- SE KELSO ROAD PLANS: Sheet No. 9 through Sheet No. 20.
- SE RICHEY ROAD PLANS: Sheet No. 21 through Sheet No. 24.

SPECIAL PROVISIONS

FOR

KELSO/RICHEY PAVING PACKAGE

**CLACKAMAS COUNTY DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT**

CLACKAMAS COUNTY, OREGON

Spring 2021

Asphalt Paving & Oiling, Temporary Traffic Control, and Pavement Markings

KELSO/RICHEY PAVING PACKAGE

Worksite 1: SE Kelso Road (SE Richey Road to End of County Maintenance)
Worksite 2: SE Richey Road (SE Kelso Road to End of County Maintenance)


CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SPECIAL PROVISIONS

FOR

KELSO/RICHEY PAVING PACKAGE

PROFESSIONAL OF RECORD CERTIFICATION(s):

 <p>REGISTERED PROFESSIONAL ENGINEER 79235 OREGON Dec. 21, 2011 WESLEY MARTIN WEGNER 1/29/2021 EXPIRES: 06/30/2022</p>	<p>I certify the Special Provision Sections listed below are applicable to the design for the Kelso/Richey Paving Package.</p> <p>Sections:</p> <p>00210, 00220, 00225, 00280, 00290, 00310, 00330, 00440, 00470, 00480, 00490, 00620, 00641, 00730, 00745, 00748, 00749, 00840, 00850, 00855, 00866, 0867, 02001, 02050, 02080, 02190, 02440, 02450, 02640, 02690, and 02910.</p>
<p>Date Signed: __1/29/2021__</p>	

SPECIAL PROVISIONS

WORK TO BE DONE

KELSO/RICHEY PAVING PACKAGE, CLACKAMAS COUNTY, OREGON

The Kelso/Richey Paving Package is an asphalt paving contract. This paving package will resurface 3.0 miles of road.

This contract will resurface SE Kelso Road between SE Richey Road and Highway 26 with asphalt. SE Kelso Road has an average daily traffic of 3,375 vehicles per day and is classified as a minor arterial.

This contract will also resurface SE Richey Road between SE Kelso Road and Highway 212 with asphalt. SE Richey Road has an average daily traffic of 7,340 vehicles per day and is classified as a major arterial.

This contract will include, but not be limited to: placing approximately, 9,060 tons of asphalt; grinding about 5,100 square yards of asphalt; placing pavement markings and striping; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans. The estimate for this contract is \$1,125,000.

APPLICABLE SPECIFICATIONS

The Specification that is applicable to the Work on this Project is the 2018 edition of the "Oregon Standard Specifications for Construction" produced by the Oregon Department of Transportation and the Oregon Chapter or the APWA.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

CLASS OF PROJECT

This is a Clackamas County Project and it is not federally funded.

CLASS OF WORK

Asphalt Concrete Paving and Oiling (ACP)

Temporary Traffic Control (TTC)

Pavement Markings (PAVE)

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications modified as follows:

00110.05(a) Grammar - Add the following bullet to the bullet list:

- For the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

Replace the bullet that begins "Certain Subsections labeled "Payment" contain..." with the following bullet:

- Certain Subsections labeled "Payment" contain statements to the effect that the accepted quantities "will be paid for at the Contract unit price, per unit of measurement, for the following items" (followed by a list of items). In such cases, the Agency will pay for only those Pay Items listed in the Schedule of Items.

00110.05(d) References to Laws, Acts, Regulations, Rules, Ordinances, Statutes, Orders, and Permits

Add the following to the first bullet (Statutes and Rules):

- Clackamas County's Local Contract Review Board (LCRB) Rules are accessible online on the County's website <https://dochub.clackamas.us/documents/drupal/ef976bc9-14f4-495b-9bd8-c69ee7334685>.

00110.05(e) Reference to Websites - Add the following bullet list to the end of this subsection:

- American Traffic Safety Services Association (ATSSA)
www.atssa.com
- ODOT Construction Section
www.oregon.gov/odot/construction/pages/index.aspx
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- Oregon Legislative Counsel
www.oregonlegislature.gov/lc
- Oregon Secretary of State: State Archives
sos.oregon.gov/archives/Pages/default.aspx
- ODOT Traffic Control Plans Unit
www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx

00110.10 Abbreviations

Add the following:

CCDA - Clackamas County Development Agency

DTD - Clackamas County Department of Transportation and Development

- LCRB - Local Contract Review Board
- ODFW - Oregon Department of Fish and Wildlife
- UNS - Utility Notification System
- WES - Water Environment Services of Clackamas County

00110.20 Definitions - Add the following to this subsection:

Agreement Form – The written agreement between the Owner and Contractor covering the work to be performed under the contract.

Amendment – A contract modification for Additional Work, Changed Work, Extra Work, Field Directives, or other changes. An Amendment changes the contract value, scope, and/or time. Amendments require formal approval by the Board of County Commissioners, pursuant to LCRB Rule Division C-049-160, prior to approval of such work.

Approved Equal - Materials or services proposed by the contractor and approved by the County as equal substitutes for those materials or services specified.

Award – Same as “Notice to Intent to Award”.

BCC – The Clackamas County Board of County Commissioners

Bid - A written offer by a bidder on forms furnished by the County to do work stated in the bid documents at the prices quoted. "Bid" is synonymous with "proposal" in these bid documents.

Bid Closing - The date and time for Bid Closing is the same as the date and time for Bid Opening.

Bid Documents- The following documents together comprise the Bid Documents:

- Invitation to Bid, Instructions to Bidders, Bid Form, Bid Proposal, Schedule of Prices, Bid
- Bond, Performance Bond
- Certificate of Insurance, Prevailing Wage Rates
- The "Oregon Standard Specifications for Construction" by ODOT and APWA, 2018 edition.
- Plans and drawings
- Other bid documents included or referenced in the bid documents
- Addenda, if any
- The Agreement Form and Special Provisions

Bonds -The bond or surety bond is a written document given by the surety and principal to the obligee to guarantee a specific obligation.

Change Order - A price agreement for Extra Work, Changed Work, field directives or other changes. A Change Order does not change the contract value, scope, or time until it is incorporated into an Amendment. Change Orders will be agreed upon, in writing, by the County Project Manager and the Contractor's designated representative.

Contract - The written contract agreement, including amendments, signed by the Contractor and Clackamas County, which describes the work to be done, the contract amount, and defines the relationships and obligations of the Contractor and the County.

Contract Documents - The Invitation to Bid, the Instructions to Bidders, the accepted Bid Proposal and Schedule of Prices, the Subcontractor List, the Bid Bond, the Performance and Payment Bond, the Certificate of Insurance, the Prevailing Wage Rates, the Standard Specifications and Special Provisions, Amendments, the Plans and Drawings, the Agreement, as well as all documents incorporated by reference therein, and any and all addenda prepared by or at the direction of and adopted by the County and further identified by the signature of the parties and all modifications thereof incorporated in the documents before their execution.

County - The term "County" shall mean Clackamas County, including the Board of County Commissioners, employees and agents of the County authorized to administer the conditions of these contract documents.

Department – A subdivision of the Agency.

Engineer - The County's Project Manager either acting directly or through an authorized representative(s). When referring to approval of extra work or other Contract modifications, "Engineer" also refers to the County's legal authority according to the LCRB rules.

Invitation to Bid - The public announcement (Notice to Contractors) inviting bids for work to be performed or materials to be furnished.

Legal Holiday - As defined in ORS 279C.540.

Lump Sum - A method of payment providing for one all-inclusive cost for the work or for a particular portion of the work.

Notice of Intent to Award - A written notice from the County notifying bidders that the County intends to award to the responsible bidder submitting lowest responsive bid.

ODOT Procurement Office – Clackamas County Procurement Division.

Owner – Synonymous with Agency.

Plan Holder's List – A list of contractor's names, contact names, phone and fax numbers that the County's Purchasing Department creates during bidding of the Project.

Project Manager – The Owner's representative who directly supervises the engineering and administration of the contract.

Shop Drawings – Synonymous with Working Drawings.

Solicitation Document – Synonymous with Bid Documents.

Standard Drawings – The Agency-prepared detailed drawings for Work or methods of construction that normally do not change from project to project. The Standard Drawings include the ODOT Standard Drawings.

Standard Specifications - "Oregon Standard Specifications for Construction", current edition, published by the Oregon Department of Transportation and as amended by the Agency.

State - Where the term "State" or "State of Oregon" or "ODOT" appears in the contract documents it shall mean "Clackamas County", "State of Oregon", or "ODOT" as applicable because of context.

Replace the sentence that begins "Surfacing – The Course or Courses..." with the following sentence:

Surfacing – The Course or Courses of material on the Traveled Way, auxiliary lanes, Shoulder, or parking areas for pedestrian, bicycle or vehicle use.

Work Day - Any and every calendar day from January 1 to December 31 of every year, excluding Saturdays, Sundays and Legal Holidays.

Add the following to the end of this subsection:

See Clackamas County General Conditions for Public Improvement Contracts for additional definitions.

END OF SECTION

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications modified as follows:

00120.00 Prequalification of Bidders - Replace with the following:

00120.00 Prequalification of Bidders - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.01 General Bidding Requirements – Replace with the following:

00120.01 General Bidding Requirements – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.05 Request for Plans, Special Provisions, and Bid Booklets: – Replace with the following:

00120.05 Request for Plans, Special Provisions, and Bid Booklets: – Bid documents may be obtained from the Clackamas County Procurement Division as indicated in Notice of Public Improvement Contract Opportunity.

Copies of the 2018 Oregon Standard Specifications for Construction and Supplements might be found on the Oregon Department of Transportation website at:

00120.10 Bid Booklet - In the paragraph that begins "The Bid Section includes all pages after...", add the following bullet to the bullet list:

- Certificate of nondiscrimination regarding ORS 279A.110 and certificate regarding policy and practice against sexual harassment, sexual assault and discrimination against employees who are members of a protected class as required by ORS 279A.112 (House Bill 3060, 2017)

00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered – Delete the third paragraph.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids - Replace with the following:

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.40 Preparation of Bids – Replace with the following:

00120.40 Preparation of Bids – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.45 Submittal of Bids - Replace with the following:

00120.45 Submittal of Bids - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.50 Submitting Bids for More than One Contract – Delete this subsection.

00120.60 Revision or Withdrawal of Bids - Replace with the following:

00120.60 Revision or Withdrawal of Bids - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.68 Mistakes in Bids – Replace with the following:

00120.68 Mistakes in Bids – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.70 Rejection of Nonresponsive Bids – Replace with the following:

00120.70 Rejection of Nonresponsive Bids – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.95 Opportunity for Cooperative Arrangement – Delete this subsection.

END OF SECTION

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications modified as follows:

00130.00 Consideration of Bids - Delete third paragraph.

00130.10 Award of Contract - Replace with the following:

00130.10 Award of Contract - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00130.15 Right to Protest Award – Replace with the following:

00130.15 Right to Protest Award – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00130.30 Contract Booklet – Add the following:

Other documents are part of the contract documents by reference. These include, but are not limited to:

- The "Oregon Standard Specifications for Construction", 2018 Edition, as published by the Oregon Department of Transportation (ODOT).
- "Oregon Standard Drawings" latest edition, as published by ODOT.
- Clackamas County Service District No. 1 "Surface Water Standard Specifications", latest edition.

00130.40 Contract Submittals - Replace with the following:

00130.40 Contract Submittals - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00130.70 Release of Bid Guaranties – Replace with the following:

00130.70 Release of Bid Guaranties – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00130.80 Project Site Restriction- Replace the paragraph that begins "Until the Agency sends...", with the following paragraph:

Until the Agency sends the Contractor written Notice to Proceed with the Work, and the Contractor has filed the public works bonds required in 00170.20, the Contractor shall not go onto the Project Site on which the Work is to be done, nor move Materials, Equipment or workers onto the Project Site.

END OF SECTION

SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications supplemented modified as follows:

00140.30 Agency-Required Changes in the Work – Replace the last paragraph with the following:

Upon receipt of an Engineer's written order modifying the Work, the Contractor shall perform the Work as modified via Change Order, which may be subject to approval as an Amendment.

If an Amendment incorporating changes to the Work increases the Contract amount, the Contractor shall notify its Surety of the increase and shall provide the Agency with a copy of any resulting modification to bond documents. The Contractor's performance of Work pursuant to Amendments shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work shall be made in accordance with 00195.20. Contract Time adjustments shall be made in accordance with 00180.80.

00140.31 "As-Built" Records - Add the following:

Maintain a current and accurate record of the work completed during the course of this contract. This may be in the form of "as-built" drawings kept by accurately marking a designated set of the contract plans with the specified information as the Work proceeds. Accurate, complete and current "as-built" drawings are a specified requirement for full partial payment of the work completed. At project completion and as a condition of final payment, the Contractor shall deliver to the Project Manager a complete and legible set of "as-built" drawings.

The "as-built" drawings must show the information listed below. Where the term "locate" or "location" is used, it shall mean record of position with respect to both the construction vertical datum and either construction horizontal datum or a nearby permanent improvement.

- 1) Record location of underground services and utilities as installed.
- 2) Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
- 3) Record changes in dimension, location, grade or detail to that shown on the plans.
- 4) Record changes made by change order.
- 5) Record details not in the original plans.
- 6) Provide fully completed shop drawings reflecting all revisions.

END OF SECTION

SECTION 00150 – CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications modified as follows:

00150.00 Authority of the Engineer – Replace the first sentence with the following:

Except as indicated elsewhere in the Contract (e.g. Amendment approval by the BCC), the Engineer has full authority over the Work and its suspension.

00150.05 Cooperative Arrangements – Delete this subsection.

00150.10 Coordination of Contract Documents

(a) Order of Precedence – Replace with the following:

The Engineer will resolve any discrepancies between these documents in the following order of precedence:

- Approved Amendments;
- Approved Change Orders
- Bid Schedule with Schedule of Prices;
- Permits from governmental agencies
- Special Provisions;
- Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- Agreement Form;
- Standard Drawings;
- Approved Unstamped Working Drawings;
- Standard Specifications;
- All other Contract Documents not listed above.

Notes on a drawing shall take precedence over drawing details.

Dimensions shown on the drawings, or that can be computed, shall take precedence over scaled dimensions.

00150.50 Cooperation with Utilities: Add the following to the end of Paragraph (a):

There may be other utility servers who are not specifically listed in these Special Provisions or on the Plans that may be adjusting or inspecting their facilities within the project limits.

00150.50(c) Contractor Responsibilities – Add the following to the bulleted list:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners during Bid preparation and after Contract is awarded to verify all Utilities involvement on the Project Site;
- Hold a utility scheduling meeting and monthly utility coordination meetings (see also 00180.42);
- Coordinate Project construction with Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;

- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish utility location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect the Utility from damage or disturbance and promptly notify the Engineer;
- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(2)(c);
- Backfill any exposed utilities as recommended and approved by the Utility representative. Obtain utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility;
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown utility issues;
- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

Subject to the Engineer's approval, the Contractor may adjust the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

The existing underground utilities shown on the Plans have been determined by as-built records and field surveys, but are not guaranteed to be complete or accurate. The Contractor shall be responsible for contacting the individual utility companies to mark locations, and arranging with them for any relocation work that should be required.

The Contractor shall make excavations and borings ahead of the work where necessary to determine the exact location of underground pipes or other features, which might interfere with construction. The Contractor shall support and protect pipes or other services where they cross the trench and shall be responsible for all damages incidental in interruptions of service that may be caused by Contractor operations. Where a new utility line crosses an existing pipeline or other conduit, the trench backfill shall be well compacted in a manner that provides for the required backfill and compaction standards while protecting the utility in question.

00150.70 Detrimental Operations – Add the following:

Portions of this project will be constructed in close proximity to existing private improvements. All private improvements disturbed by the Contractor's operations shall be repaired or replaced to equal or better condition at the Contractor's expense. The Engineer may withhold from future payments to the Contractor, an amount equal to the costs reasonably estimated by the Engineer to repair or replace, as the case may be, those private improvements disturbed by the Contractor's operations. Engineer shall release the

retained amount once Engineer has determined that the Contractor has completed the repair consistent with the requirements of this provision. In addition, prior to construction, the Contractor shall provide to the Engineer video showing private property, which may be disturbed during construction.

END OF SECTION

SECTION 00160 – SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications modified as follows:

00160.05 Qualified Products List (QPL) - Replace this subsection, except for the subsection number and title, with the following:

The QPL is a listing of manufactured products available on the market (shelf items) that ODOT has evaluated and found suitable for a specified use in highway construction. The PL is available from ODOT's Construction Section website at:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/pages/index.aspx>

The most current published PDF version of the QPL on ODOT's Construction Section website at the time of Advertisement is the version in effect for the Project. The Engineer may approve for use a conditionally qualified product, or a product qualified for inclusion in a later edition of the QPL, if the Engineer finds the product acceptable for use on the Project.

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The Contractor shall replace qualified products not conforming to Specifications or not properly handled or installed at no additional cost to the Agency.

00160.20(a) Buy America – Replace with the following: Federal highway funds are NOT involved on this Project.

END OF SECTION

SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications modified as follows:

00165.04 Costs of Testing – Replace this section with the following sentence:

All testing required to be performed by the Contractor will be at the Contractor's expense.

00165.10(a) Field-Tested Materials – Add the following sentence:

The County follows the most current version of the MFTP on its projects:

00165.10(b) Nonfield-Tested Materials - Add the following sentence:

The County follows the most current version of the NTMAG on its projects.

00165.91 Fabrication Inspection Expense - In the paragraph that begins "Fabrication of certain items...", replace the sentence that begins "Therefore, each time that..." with the following sentence:

Therefore, each time that inspection by or on behalf of the Agency is necessary, payment to the Contractor will be reduced by an amount computed at the following rates:

In the paragraph that begins "This Subsection applies to all...", replace the first sentence, but not the bullet list, with the following sentence:

This Subsection applies to all fabricated items or manufactured Materials that are inspected by or on behalf of the Agency, which include, but are not limited to:

END OF SECTION

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

00170.04 Patents, Copyrights, and Trademarks - Replace the paragraph that begins "Prior to use of designs, devices, materials, or processes..." with the following paragraph:

Prior to use of designs, devices, materials, or processes protected by patent, copyright, or trademark, the Contractor shall obtain from the Entity entitled to enforce the patent, copyright, or trademark all necessary evidence of Contractor's legal right to use such design, device, material, or process.

00170.05 Assignment of Antitrust Rights - Replace the bullet that reads "ORS 646.725; and" with the following bullet:

- ORS 646.725; or

00170.07 Record Requirements - In the paragraph that begins "For purposes of this Subsection, the term...", replace the words "OAR 731-005-0780" with the words "OAR 734-010-0400".

00170.07(a) Records Required - In the paragraph that begins "These records shall include...", replace the bullet that begins "Contracts or documents of other...", with the following bullet:

- Contracts or documents of other arrangements with any Related Entity as defined in OAR 734-010-0400.

In the paragraph that begins "The Contractor shall include...", replace the words "OAR 731-005-0780" with the words "OAR 734-010-0400".

00170.07(b) Access to Records - In the paragraph that begins "The Contractor shall provide...", replace the words "OAR 731-005-0780(9)" with the words "OAR 734-010-0400(9)".

00170.61(a) Workers' Compensation - In the paragraph, replace "00170.70(d)" with "the Agreement".

00170.62 Labor Nondiscrimination - Add the following sentence to the end of this subsection:

It is a material term of this Contract that the Contractor certifies by entering into this Contract that the Contractor has a written policy and practice that meets the requirements described in ORS 279A.112 (House Bill 3060, 2017) for preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class and that the Contractor shall maintain the policy and practice in force during the entire term of this Contract.

00170.65(a) General: Replace the paragraph that begins " As required by ORS 279C.520, compliance by the ..." with the following paragraphs:

As required by ORS 279C.520, the Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this provision constitutes a material element of the Contract and failure to comply constitutes a material breach that entitles the Agency to exercise any remedies available under the Contract, including, but not limited to, termination for default.

As required by ORS 279C.520, the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person .and shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

Add the following subsection:

00170.67 Fees - The fee required by ORS 279C.825(1) will be paid by the Agency to the Commissioner of the Oregon Bureau of Labor and Industries under the administrative rules of the Commissioner.

00170.70 Insurance - Replace with the following:

00170.70 Insurance - See Clackamas County Public Improvement Contract.

00170.70(c) Additional Insured - Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insureds under the Contract:

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners

00170.72 Indemnity/Hold Harmless – Replace with the following:

00170.72 Indemnity/Hold Harmless – See Clackamas County Public Improvement Contract.

Extend indemnity and hold harmless to the Agency and the following:

- Clackamas County and its officers, agents, and employees

- Clackamas County Board of Commissioners

00170.79 Third Party Beneficiary – Replace the text of this section with the following:

- Third-party beneficiaries to the Contract include the Oregon Department of Transportation and its officers, agents, and employees.

END OF SECTION

SECTION 00180 – PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications modified as follows:

00180.05 Assignment/Delegation of Contract – Replace this subsection, except for the subsection number and title, with the following:

Unless the Agency gives prior written consent, which will not be unreasonably withheld, the Contractor shall not assign, delegate, sell, or otherwise transfer or dispose of any rights or obligations under the Contract, whether voluntarily or involuntarily, and whether by merger, consolidation, dissolution, operation of law, or any other manner, including, without limitation:

The power to execute or duty to perform the Contract; or

- Any of its right, title or interest in the Contract.

Any purported or attempted assignment, delegation, sale, transfer or disposition without prior Agency consent shall be voidable.

If written Agency consent is given to assign, delegate, sell, or otherwise transfer or dispose of any rights or obligations under the Contract, such consent shall not relieve the Contractor or its Surety of any part of their duties, obligations, responsibilities, or liabilities under or pursuant to the Contract.

00180.06 Assignment of Funds Due under the Contract – Replace this subsection, except for the subsection number and title, with the following:

Assignment of funds due or to become due under the Contract to the Contractor will not be permitted unless:

- The assignment request is made on the form provided by the Agency;
- The Contractor secures the written consent of the Contractor's Surety to the assignment; and
- The Engineer gives prior written consent to the assignment, which will not be unreasonably withheld.

00180.20(b) Own Organization - Replace this subsection, except for the subsection number and title, with the following:

The term "own organization", as used in Section 00180, includes only employees of the Contractor, Equipment owned or rented by the Contractor, Incidental rental of operated

Equipment, truck hauling of Materials not included in or requiring a subcontract, and Materials and Equipment to be incorporated into the Work purchased or produced by the Contractor.

00180.20(c)(2) Limitations - Replace this subsection, except for the subsection number and title, with the following:

The use of Equipment rented with operators is limited to performing minor, Incidental, short-duration work or services under the direct supervision of the Contractor or Subcontractor, with Equipment not customarily owned, rented, leased, or operated by a Contractor, or with Equipment that is temporarily unavailable to the Contractor.

00180.20(c)(3) Submittals - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall provide the Engineer with a copy of the rental agreement or purchase order covering the work or service to be provided. The Contractor shall make certain that the provider of approved work or services submits payrolls required under Section 00170 and complies with applicable Contract provisions, including, without limitation, 00170.07. The work or service provider will not be considered a Subcontractor under the Contract, but the work or services will be considered to have been performed by the Contractor's own organization for the purposes of determining compliance with 00180.20(a).

00180.20(e) Trucking - Replace the paragraph that begins " This Section does not apply to delivery ..." with the following paragraph:

This Section does not apply to delivery of Materials by or for or from a Supplier. This subsection applies to all truck hauling of Materials not performed with trucks owned (or rented) and operated by the Contractor:

00180.20(e)(2) Limitations - Replace this subsection, except for the subsection number and title, with the following:

The approved trucking services agreements shall be used for all trucking services for hauling Materials not provided by trucks owned (or rented) and operated by the Contractor except for trucking services provided by committed DBEs that require a subcontract under 00180.21. The Contractor shall execute a trucking services agreement with every trucking services provider for hauling Materials prior to the trucking services provider doing any Work on the Project Site.

00180.20(e)(3) Submittals - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall provide the Engineer with an executed copy of the trucking services agreement not later than 2 Days after the trucking services provider for hauling Materials has started work. The Contractor shall make certain that the provider of approved trucking services submits payrolls required under Section 00170, complies with applicable Contract provisions, including, without limitation, 00170.07, and complies with applicable trucking services agreement provisions. The work or service provider will not be considered a Subcontractor under the Contract, but the work or services will be considered to have been performed by the Contractor's own organization for the purposes of determining compliance with 00180.20(a). If the trucking services are provided by an owner/operator:

Attach a copy of the data required under 00170.65(b)(4) to the trucking services agreement; and

- Each truck shall have the name of the owner/operator clearly displayed on the side of the truck.

00180.21(a) Subcontracting - Add the following to the end of this subsection:

All contracts with subcontractors or suppliers shall have provisions making the contract assignable to the County, at the option of the County, if the Contractor terminates, goes out of business, declares bankruptcy, or otherwise is unable to perform provided that the County gives the subcontractor notice of assignment within fourteen (14) days of learning of the inability of the Contractor to perform.

The Engineer may revoke consent to subcontract. If the Engineer revokes consent to subcontract, the subcontractor shall be immediately removed from the Project Site.

00180.21(d) Terms of Subcontracts - Replace the paragraph that begins " Subcontracts shall provide that work performed under ..." with the following paragraph:

- All subcontracts shall provide that work performed under the subcontract shall be conducted and performed according to, and shall include, the pertinent requirements, provisions, terms, and conditions of the Contract. Compliance with 00170.07 is required. All subcontracts, including Contractor's with the first-tier Subcontractors and those of the first-tier Subcontractors with their Subcontractors, and any other lower-tier subcontracts shall contain a clause or condition that if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580. Additionally, according to the provisions of ORS 279C.580, subcontracts shall include:

00180.22 Payments to Subcontractors and Agents of the Contractor - Replace the paragraph that begins "To the extent practicable..." with the following paragraph:

To the extent practicable, the Contractor shall pay in the same units and on the same basis of measurement as listed in the Schedule of Items for subcontracted Work or other Work not done by the Contractor's own organization. The Agency will not be responsible for any overpayment or losses resulting from overpayment by the Contractor to subcontractors and to its other agents, work providers, service providers, and trucking services providers.

00180.40 Limitation of Operations - Add the following to subsection (a):

The Contractor must provide, at a minimum, a 48-hour notice to the Clackamas County Project Manager in order to perform any work on Saturdays.

Add the following subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50

Cooperation with Other Contractors	00150.55
Railway Work	00170.01(e)
On-Site Work	00180.40(b)
Contract Completion Time	00180.50(h)
Right-of-Way and Access Delays	00180.65
Traffic Lane Restrictions	00220.40(e)
Special Events	00220.40(e)
In-water Work Restrictions	00290.34(a)
Noise Control	00290.32
Maintenance Under Traffic	00620.43
Opening Sections to Traffic.....	00744.51
Opening Sections to Traffic	00745.51

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this Subsection.

00180.41 Project Work Schedules – Add the following:

A Type B schedule as detailed in the Supplemental Specifications is required on this Contract. In addition, a three-week look ahead schedule shall be prepared by the Contractor on a weekly basis and submitted to the Engineer. It shall include all construction activities planned for the following three-week period. The three-week look ahead schedule can be hand-written and shall be in a format agreed upon by the Contractor and the Engineer.

The Contractor shall notify the County 2 weeks before the first substantial work activity commences on the project site. Portable Changeable Message Signs shall be in place 2 weeks before the first substantial work activity commences on the project site.

00180.42 Preconstruction Conference - Add the following:

Before beginning On-Site Work and before meeting with the Engineer for the preconstruction conference, hold a group utilities scheduling meeting with representatives from the utility companies involved with this project. Incorporate the utilities time needs into the Contractor's schedule submitted prior to the preconstruction conference.

Submit the following during the preconstruction conference unless otherwise directed:

- The names, addresses, and telephone numbers of two or more persons employed by the Contractor who can be reached day or night to handle emergency matters.
- Subcontractor's list including contact list for each subcontractor with phone numbers and addresses and work to be performed.
- List of personnel authorized to sign change orders and receive progress payment warrants.
- Video recording of private properties affected by construction per 00150.70.
- A representative of each subcontractor shall be required to attend the pre-construction conference.

00180.43 Commencement and Performance of Work - Add the following bullet items:

- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.
- The Contractor shall notify the County 2 weeks before the first substantial work activity commences on the project site.
- Portable Changeable Message Signs shall be in place 2 weeks before the first substantial work activity commences on the project site.
- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.
- The Contractor will be notified in writing of the specified date to commence work and will not begin work until receipt of this Notice to Proceed. Upon the commencement of grinding, tilling, grading or paving operations on any one respective work site, all necessary work including paving of driveways and road approaches shall be vigorously pursued to reach substantial completion within a 14 calendar day duration. **If at any time a work site is left prior to substantial completion (completed paving of driveways, road approaches, etc.) without written consent from the owner's project manager, this will be considered abandonment by the Contractor.** Failure to meet these time constraints or abandonment shall subject the contractor to the full amount of Liquidated Damages as detailed in Section 00180.50 of these Special Provisions.
- At the time Substantial Completion is reached, the Contractor shall submit a Notice of Substantial Completion.

Add the following subsection:

00180.50(h) Contract Time - Complete all Work to be done under the Contract not later than August 27, 2021.

00180.70 Suspension of Work - Add the following to the first bullet item:

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the County Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to correct or improve any of the provisions for the safety on this project. If the County Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the County's Risk Management Safety Analyst. If the County's Risk Management Safety Analyst finds that the job site contains any unresolved safety issues they will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

00180.85(b) Liquidated Damages - Add the following paragraphs:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$800 per Calendar Day *.

* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

Add the following subsection:

00180.85(c) Lane Closures and Road Closures - Lane closures and road closures beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

(1) Lane Closures - It is impractical to determine the actual damages the Agency will sustain in the event traffic lanes are closed beyond the limits listed in 00220.40(e). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e). In addition to the liquidated damages, all added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

The Engineer will determine when it is safe to reopen lanes to traffic. Assessment of liquidated damages will stop when all lanes have been safely reopened. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

Add the following subsection:

00180.85(d) Traffic Delays Beyond 20 Minutes - Stopping or holding vehicles beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event traffic is stopped or held longer than the 20-minute limit listed in 00220.02. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 20 minutes, or for a portion of 20 minutes, for stopping or holding traffic longer than 20 minutes. In addition to the liquidated damages, any added cost for traffic control measures, including flagging, required to stop or hold traffic beyond the 20-minute time limit, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

Assessment of liquidated damages will stop when the Engineer determines that traffic is no longer stopped or held beyond the 20-minute limit. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

Add the following subsection:

00180.85(e) Installation of Driveways – Not completing driveways in a time specified will be an inconvenience to the property owner and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event a driveway connection isn't constructed in 30 calendar days after mainline paving was completed in front of a driveway. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per each calendar day or for a portion of a calendar day, for not constructing a driveway connection beyond 30 calendar days of when mainline was completed in front of the driveway.

00180.90(a) Termination for Default - In the paragraph that begins "Termination of the Contract for default...", add the following bullet to the end of the bullet list:

- Has liquidated and delinquent debt owed to the State or any department or Agency of the County,

END OF SECTION

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications modified as follows:

00190.20(g) Agency-Provided Weigh Technician: Replace subsection (g) with the following:

The Contractor must provide a weigh technician. The Agency will not provide one for the Contractor.

END OF SECTION

SECTION 00195 – PAYMENT

Comply with Section 00195 of the Standard Specifications modified as follows:

00195.10 Payment for Changes in Material Costs - Delete and replace with the following:

No asphalt cement cost adjustment shall be used on this project.

00195.12 Steel Material Price Escalation/De-Escalation Clause – Add the following sentence:

No steel material price escalation/de-escalations shall be used on this project. There is no option for Contractor participation.

00195.20(b) Significant Changed Work - Replace the paragraph that begins "Any such adjustments..." with the following paragraph:

Any adjustments may be less than, but will not be more than the amount justified by the Engineer on the basis of the established procedures set out in Section 00197 for determining rates. This does not limit the application of Section 00199.

Significant is defined as:

- a). An increase or decrease of more than 25 percent of the total cost of the Work calculated from the original proposal quantities and the unit contract prices; or,
- b). An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the original total contract price.

00195.50 Progress Payments and Retained Amounts - Modify as follows:

00195.50(a) Progress Payments - Modify as follows:

(1) Progress Estimates - Delete the first sentence and replace with the following:

At a regular period each month to be determined at the Preconstruction Conference, the Contractor will make an estimate of the amount and value of pay item work completed and in place. This estimate will be submitted to the Project Manager for review and approval.

(2) Value of Material on Hand - Replace with the following:

(2) Value of Material on Hand - The Contractor will make an estimate of the amount and value of acceptable material to be incorporated in the completed work which has been delivered and stored as given in 00195.60(a) for review and approval.

(4) Limitations on Value of Work Accomplished - In the first sentence, change "Engineer's estimate" to "Contractor's reviewed estimate".

00195.50 (b) Retainage - Replace the first paragraph with the following:

The amount to be retained from progress payments will be 5.0% of the value of payments made, and will be retained in one of the forms specified in Subsection (c) below. The County will withhold Retainage from all force account and change order work.

00195.50(c) Forms of Retainage – Replace the first paragraph with the following:

Forms of acceptable retainage are set forth below in Subsections (1) through (3). "Cash, Alternate A" or "Cash, Alternate B" (Retainage Surety Bond) are the Agency-preferred forms of retainage. Unless the Contractor notifies the County otherwise in writing, the County will automatically hold retainage per paragraph (2) "Cash, Alternate B (No Interest Earned)". If the Agency incurs additional costs as a result of the Contractor's election to use "Bonds and Securities", the Agency may recover such costs from the Contractor by a reduction of the final payment.

Replace paragraph (2) with the following:

(2) Cash, Alternate B (No Interest Earned) – Retainage will be deducted from progress payments and held by the Agency until final payment is made in accordance with 00195.90, unless otherwise specified in the Contract.

00195.50(d) Release of Retainage – Replace with the following:

(d) Release of Retainage - As the Work progresses, release of the amounts to be retained under (b) of this Subsection will only be considered for Pay Items that have been satisfactorily completed. For purposes of this Subsection, a Pay Item will be considered satisfactorily completed only if all of the Work for the Pay Item is complete and all contractual requirements pertaining to the Pay Item and Work have been satisfied. Work not included in a Pay Item, or which constitutes part of an uncompleted Pay Item, will not be regarded as satisfactorily completed Work for the purposes of this Subsection.

When the Work is 50% completed and upon written application of the Contractor and written approval of the Surety, the Engineer or Project Manager may reduce or eliminate retainage on remaining progress payments if the Work is progressing satisfactorily.

A determination of satisfactory completion of Pay Items or Work or release of retainage shall not be construed as acceptance or approval of the Work and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

END OF SECTION

SECTION 00196 – PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications modified as follows:

00196.91 Extra Work Allowance – Add the following section:

The Bid schedule of prices contains a bid item for a pre-determined amount of Engineer ordered extra work. All Bidders shall reflect this same amount in their total Bid. No Bidder shall presume in the preparation of the bid or in the course of contract work that there will be a certain payment under that item or a certain order for extra work.

END OF SECTION

SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications modified as follows:

00197.20(a) General - Replace the paragraph that begins "Except as modified by these..." with the following paragraph:

Except as modified by these provisions, Equipment use approved by the Engineer will be paid at the rental rates given in the most current edition of the EquipmentWatch Cost Recovery (Blue Book) published by EquipmentWatch, a division of Penton Business Media, Inc., and available from EquipmentWatch (phone 1-800-669-3282) (<http://equipmentwatch.com>).

END OF SECTION

SECTION 00199 – DISAGREEMENTS, PROTESTS AND CLAIMS

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies - Replace the entire section with the following:

The Contractor must properly submit a claim as detailed in 00199.30.

(a) Engineer Claim Review - The Engineer or Project Manager will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation, Contract Time, or for a combination of additional compensation and Contract Time. Once the Engineer or Project Manager determines the Agency is in receipt of a properly submitted claim, the Engineer or Project Manager will arrange a meeting, within 28 Calendar Days, or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion. A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim meetings.

If the Engineer or Project Manager determines that the Contractor must furnish additional information, records, or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 calendar days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Engineer or Project Manager will advise the Contractor of the decision to accept or reject the claim. If the Engineer or Project Manager finds the claim has merit, an equitable adjustment will be offered. If the Engineer or Project Manager finds the claim has no merit, no offer of adjustment will be made and the claim will be denied. The County intends to resolve claims at the lowest possible level.

If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Agency deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the claim will not be considered properly filed and preserved.

If the Engineer or Project Manager has denied a claim, in full or in part, for Contract Time only according to 00180.80, or has denied a claim, in full or in part, for correction of final compensation according to 00195.95, those disputed claims may then be resolved, in full or in part, at either of the two progressive steps of claim review procedure as specified in this Subsection. For all claims, all of the actions and review under each step of the review process shall occur before the review can be advanced to the next higher step.

(b) Director Claim Review - Upon request by the Contractor, the Department Director will review the Engineer or Project Manager's decision on the claim and advise the Contractor of the decision in writing. If the Director finds the claim has merit, and equitable adjustment will be offered. If the Director finds the claim has no merit, no offer of adjustment will be made and the claim will be denied.

Once the Engineer determines the Agency is in receipt of a properly submitted claim, the Engineer will arrange a meeting, within 21 Calendar Days or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion.

If the Engineer determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 Calendar Days or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Director shall evaluate the claim based on the information provided by the Contractor to the Engineer or Project Manager. However, if the Department Director (or designee) determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Department Director (or

designee) will schedule a meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The claim is subject to records review, if not all of the records requested by the Department Director (or designee) were furnished. If applicable, advancement of the claim is subject to the provisions regarding waiver and dismissal of the claim or portions of the claim.

The decision of the Department Director shall be the final decision of the Agency.

(c) Commencement of Litigation - If the Contractor does not accept the Director's decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of one (1) year following the mailing of the decision or within one (1) year following the date of "Second Notification", whichever is later. If said suit or action is not commenced in said one (1) year period, the Contractor expressly waives any **and** all claims for additional compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

The Contractor must follow each step in order, and exhaust all available administrative remedies before resorting to litigation. Litigation of a claim that cannot be resolved through the process described above shall be initiated by filing a complaint in the Clackamas County Circuit Court for the State of Oregon.

In any litigation, the entire text of any order or permit issued by the County or any other governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for purposes of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

The Contractor shall comply with 00170.00.

00199.50 Mediation - Delete the entire section.

00199.60 Review of Determination Regarding Records - Delete the entire section.

END OF SECTION

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

END SECTION

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.02 Public Safety and Mobility – Add the following bullets to the end of the bullet list:

- When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the work area at sign spacing "A" from the TCD Spacing Table" shown on the standard drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.
- Maintain and coordinate access to all affected properties. Allow unrestricted vehicle and pedestrian access to all properties outside the allowable working hours.
- Open all lanes and adjacent asphalt surfaces (including shoulders and bike lanes) on all streets outside of allowable working or lane restriction hours with temporary or permanent pavement surfacing.
- Provide and maintain access to garbage containers and garbage pick-up, mail and other regularly scheduled deliveries. Coordinate with school districts and with public transit to minimize impacts and delays for any school and public bus routes.
- Notify all emergency services of all changes to the traffic control prior to completing the change. Notify the Police and Fire of all lane closures.

00220.40(e)(1) Closed Lanes - Replace this subsection, except for the subsection number and title, with the following:

Do not close any traffic lanes and remove all barricades and objects from the roadway during the following periods:

- Between sunset and sunrise.
- Times identified in the ODOT Utility Permit.

END SECTION

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications modified as follows:

00225.01(b) Definitions – Add the following to the end of the subsection:

Temporary Walk – Temporary Surfacing for a sidewalk or Multi-Use Path designated to be used by pedestrians, bicyclists, or other non-motorized users.

00225.02 General Requirements - Add the following to the end of the subsection:

During pilot car operations, install a 15 by 24-inch "WAIT FOR PILOT CAR" (CR4-20) sign at stop-controlled side roads and accesses intersecting the Highway within the limits of the pilot car operation.

00225.32(b) Traffic Control Inspection Without TCS - Add the following bullet(s) to the end of the bullet list:

- Shall report to the Project Site within 1 hour after being notified in the event of a Work Zone incident during non-work periods.

00225.43(e) Pavement Markers - Replace the paragraph that begins "Unless otherwise shown..." and the three bullets with the following paragraphs and bullets:

Install temporary flexible overlay pavement markers on the pavement wearing course for temporary centerline marking as follows:

Place and maintain two temporary flexible overlay pavement markers, side-by-side on 20 foot spacings in tangent and curve sections, to simulate double yellow lines.

Establish alignment for placing the temporary flexible overlay pavement markers as follows:

Control markers at:

200 foot intervals on tangents

50 foot intervals on curves

40 foot intervals on curves with speed rider

- Use string line or other appropriate means to maintain proper alignment of the markers. Adjust placement to avoid straddling a longitudinal joint, while maintaining a suitable alignment of markers.
- Remove and replace misaligned markers at no additional cost to the Agency.

00225.43(f) Temporary Tape - add the following to the end of this section:

Install temporary tape on the pavement base course for temporary lane markings as follows:

Place and maintain a minimum 4" x 4" strip (2 strips for simulating double yellow delineation) of temporary tape at 40 foot spacings in tangent and curve sections, to simulate travel lane lines.

Establish alignment for placing the temporary tape as follows:

Control markers at:

200 foot intervals on tangents

50 foot intervals on curves

40 foot intervals on curves with speed rider

- Use string line or other appropriate means to maintain proper alignment of the tape. Adjust placement to avoid straddling a longitudinal joint, while maintaining a suitable alignment.
- Remove and replace misaligned tape at no additional cost to the Agency.

00225.46(b) Portable Changeable Message Signs (PCMS) - Add the following bullets to the end of the bullet list:

- Type B, Mini PCMS use is limited to locations where the preconstruction posted speed is 40 mph or less.

00225.88(a) Flaggers - Replace this subsection, except for the subsection number and title, with the following:

No measurement will be made for flaggers.

00225.90(b) Method "B" – Lump Sum Basis – Supplement this section with the following:

When the schedule of items includes both "Temporary Work Zone Traffic Control, Complete" and other unit based pay items described in Method "A", only the pay items included in the bid item schedule will be paid. All TCD and operations required to safely protect and direct traffic around and through the work zone(s) not listed in the bid item schedule shall be included in the lump sum price for "Temporary Work Zone Traffic Control, Complete."

00225.94 Work Zone Lighting - Delete Pay Item (a) from the pay item list.

Replace the paragraph that begins "Item (a) includes..." with the following paragraph:

No separate or additional payment will be made for flagger station lighting.

00225.98 Flaggers and Traffic Control Supervisors - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for flaggers or Traffic Control Supervisor.

END SECTION

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope - Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA Permit is applicable to the Project.

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.80 Measurement - Add the following paragraph to the end of this subsection:

(e) Incidental – No measurement will be made and all work shall be considered incidental to the work. When unit based bid items are included in the bid item schedule, only those items listed will be measured and all other work required to comply with this section and applicable permits shall be considered incidental.

00280.90 Payment - Add the following paragraph after the paragraph beginning "When only item (a)...":

Only items listed in the bid schedule will be measured separately. All other work required to comply with this section and applicable permits will be considered incidental to the work and no additional payment will be made.

END SECTION

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

00290.30(b) Pollution Control Plan - Replace the paragraph that begins “Develop and submit a PCP...” with the following:

Develop a PCP using ODOT Form 734-2445 and submit it for approval 10 Calendar Days before the preconstruction conference. Maintain a copy of the PCP on-site at all times during construction activities, readily available to employees and Inspectors. Ensure that all employees comply with the provisions of the PCP.

Delete the paragraph that begins “A Pollution Control Plan...”.

END SECTION

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications.

END SECTION

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications modified as follows:

Add the following subsection:

00440.02 Abbreviations and Definitions:

ASTV – Actual Strength Test Value – See 02001.02 for definition.

00440.12 Properties of Commercial Grade Concrete - Replace the bullet that begins "Compressive strength..." with the following bullet:

- **Compressive Strength** - ASTV minimum of 3,000 psi at 28 days

00440.14(d) Hardened CGC - Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

END SECTION

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications.

END SECTION

SECTION 00480 - DRAINAGE CURBS

Comply with Section 00480 of the Standard Specifications.

END SECTION

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications modified as follows:

00490.80 Measurement – Add the following to this subsection:

No measurement shall be made for adjusting structures or boxes owned by utility providers. All work associated with installing grade adjustment rings provided by others or raising boxes to finish grade during paving operations which are not owned by Clackamas County will be considered incidental to other bid items including coordination with utility owners.

00490.90 Payment – Add the following to this subsection:

Item (e) includes all work necessary to raise existing catch basins to finish grade including removing top sections of existing structures including sawcutting cast-in-place structures as needed, adding new cast-in-place or precast riser sections, resetting existing frames and grates and all other work necessary to adjust the basin.

END SECTION

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications.

END SECTION

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.10(a) Base and Shoulder Aggregate – Replace the last sentence in the first paragraph with the following:

Shoulder aggregate shall be 1 ½”-0. Aggregate approach shall be either 1”-0 or ¾”-0 as the contractor elects.

Replace “Shoulder Aggregate.....2640” With the following:

Shoulder Aggregate.....2630.10

00641.22 Spreading Equipment – Add the following to the end of this subsection:

All shoulder rock shall be placed using a heavy-duty self-propelled road widener capable of widening from 1’ to 14’ in a single pass. Discharge of the speed of the aggregate is controlled from a conveyor speed lever on the operator’s console.

00641.90 Payment – Add the following pay item to this subsection:

Pay Item	Unit of Measurement
(h) Aggregate Approach: Aggregate Base.....	Ton

Add the following to the end of this subsection:

In items (f), the size of the aggregate shall be included after the bid item in parenthesis.

Item (h) includes aggregate sections constructed as part of driveway approach transitions.

END SECTION

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.44 Applying Tack Coat - Add the following before the first paragraph of this subsection:

A tack coat shall be applied between the existing pavement and the overlay and between all overlay pavement courses.

Tack coat shall be applied only so far in advance as is appropriate to insure a tacky condition of the asphalt at the time of placing the next course of pavement material. Application shall be scheduled so as to offer the least interference to traffic and to permit one-way traffic without pickup or tracking. The tack coat shall be covered the same day as applied.

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for emulsified asphalt tack coat. Tack coat shall be considered incidental to the asphalt concrete paving work, and no separate payment will be made.

END SECTION

SECTION 00745 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00745 of the Standard Specifications modified as follows:

00745.11(a) Asphalt Cement - Replace PG 64-22 or PG 64-28 in the second paragraph with PG 64-22.

00745.42 Preparation of Underlying Surfaces - Add the following subsections:

(a) Overlay Preparation - Existing pavement surfaces shall be cleaned of all loose material, dirt and dust by brooming, by flushing with water or other approved methods prior to applying the tack coat or pavement overlay fabric. Any grass or other vegetation between the existing asphalt concrete and the curb shall be totally removed. Any vegetation that exists over the face of the curb line shall be removed in a neat workman like manner. The existing curb shall be cleaned and a tack coat applied prior to paving.

NOTE: The contractor is responsible for street sweeping. Special attention will be given to organic materials in cracks and the removal of all materials on the edge of the existing pavement. The contractor shall use vacuum sweepers that are self-propelled equipped with rotating brooms and brushes that are capable of loosening dirt and debris from the road surface and collecting the material by vacuum device

All work required in the cleaning and preparing the work site as described above and payment for this item shall be considered incidental to and included in the unit price for asphalt concrete material, and no additional compensation shall apply.

(b) Pre-Leveling Courses - Existing pavements have occasional surface irregularities and uneven crown section. In these worst cases, it is the intent that this condition be corrected through the means of application of an asphalt concrete leveling course prior to the placing of the uniform 2" wearing course overlay. In leveling irregular surfaces, the presence of low areas and the surface grade to which the final course is to be placed may require the asphalt mixture to be laid in two or more layers in which case the compacted thickness of any one layer shall not exceed two and one-half (2 ½) inches.

All pre-leveling work must be performed at the direction of the County and quantities identified on the schedule of prices are approximate.

Asphalt concrete mixture to achieve the necessary pre-leveling work will be paid on the contract unit price per ton for the respective work site schedule of prices.

00745.46(b) Depositing - Replace the paragraph that begins "Deposit ACP from..." with the following paragraph:

Deposit ACP from the hauling vehicles so segregation is prevented. Do not deliver the ACP directly into the paving machine for wearing courses where the continuous length of the panel is greater than 500 feet. Deliver the ACP to the paving machine by either a windrow pick-up machine or an end-dump transfer machine.

Replace the paragraph that begins "The quantities of ACP..." with the following paragraph:

The quantities of ACP will be measured on the weight basis. No separate measurement will be made for asphalt cement used in the mixture. No deduction will be made for lime or any other additive used in the mixture.

Add the following to the end of this subsection:

All joints between asphalt concrete pavement, Portland Cement Concrete, and old surfaces, curbs, gutters, inlet structures, manholes, etc. shall be sealed by an application of CSS-1 emulsified asphalt followed immediately by a cover coat of clean sand. The liquid asphalt shall be carefully applied so the width of coverage beyond the joint is kept to a minimum

For driveways and approaches the Contractor shall wing out the paving machine or dump additional material by hand for driveway apron. In no case will material be removed from the traveled lane for driveway apron.

00745.49(b)(2)(b) Core Correlation of Nuclear Gauge Readings - Replace this subsection, except for the subsection number and title, with the following:

For each lift on the Project that contains more than 2,500 tons of ACP, correlate each nuclear gauge that will be used on that lift. Perform core correlations and determine core correlation factors according to AASHTO T 355 and ODOT TM 327. Provide bulk specific gravity values to the Engineer within 24 hours of coring. If an Aggregate source or the asphalt cement source changes, new core correlations are required.

Apply correlation factors to all nuclear gauge readings for the Lift on which the core correlation was performed.

Both the Engineer and the Contractor may request additional core correlation of nuclear gauge readings. Core correlations requested by the Contractor or that are required due to a change in Aggregate or asphalt cement source will be at no additional cost to the Agency.

00745.80 Measurement - Add the following paragraph to the beginning of this subsection:

The quantities of ACP shown in the Contract Schedule of Items were computed on the basis of aggregates having a Specific Gravity of 2.463.

Replace the paragraph that begins "The quantities of ACP..." with the following paragraph:

The quantities of ACP will be measured on the weight basis. No separate measurement will be made for asphalt cement used in the mixture. No deduction will be made for lime or any other additive used in the mixture.

00745.90 Payment – Replace this subsection with the following:

The accepted quantities of ACP incorporated into the Project, whether or not recycled materials are used, will be paid for at the Contract unit price, per unit of measurement.

Asphalt concrete shall be measured and paid for on a ton basis, to the nearest 0.01 English ton. There will be no separate measurement or payment for asphalt cement contained in the mixture. The Contract unit price per ton for asphalt concrete shall include all work and materials required to:

- Furnish and acceptably place the required Tack Coat;
- Acceptably clean the existing pavement surfaces in preparation for applying the tack
- Seal all cold and transverse joints with hot liquid asphalt and clean sand.

- Provide all necessary quality control tests in accordance with ODOT specification 00745.

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for:

- reconditioning existing roadway
- leveling work
- lime
- QC testing
- sawing, cleaning, and filling joints on bridge deck overlays
- excavation to remove asphalt to full depth where noted on the plans
- No separate or additional payment will be made for asphalt cement used in the mixture.

When indicated by other pay items in the Contract Schedule of Items, separate payment will be made for work described in 00745.42, 00749.91 and 00749.92.

When a panel consists of both temporary and permanent courses, payment for the entire panel will be based on the permanent course.

00745.95 Price Adjustments – Replace this subsection with the following:

There will be no ACP Price Adjustments for this project.

Asphalt concrete placed in overlay that does not comply with the compaction requirements herein shall be removed and replaced at the discretion of the Engineer.

END SECTION

SECTION 00748 - ASPHALT CONCRETE PAVEMENT REPAIR

Comply with Section 00748 of the Standard Specifications.

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications.

END SECTION

SECTION 00840 - DELINEATORS AND MILEPOST MARKER POSTS

Comply with Section 00840 of the Standard Specifications.

END SECTION

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications modified as follows:

Add the following subsection:

00850.12 Reflective Elements – Swarco 3130 blend or approved equal from the ODOT QPL shall be used with Hi-Build Paint.

00850.30 Manufacturer's Representative - Replace this subsection, except for the subsection number and title, with the following:

For Sections referencing 00850.30, the services of a manufacturer's representative are not required. Place pavement markings only when the pavement is ready for the pavement marking material according to the manufacturer's installation instructions.

END SECTION

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications.

END SECTION

SECTION 00866 - LONGITUDINAL PAVEMENT MARKINGS - HIGH PERFORMANCE

Comply with Section 00866 of the Standard Specifications modified as follows:

00866.44 Alignment Layout – Add the following subsection:

00866.44 Alignment Layout - Place control points for lines every 50 feet on tangent and every 25 feet on a curve. Using these control points, layout a continuous narrow guideline for each line, along one edge of, or uniformly offset from the intended permanent line location. Do not proceed with installation until the dribble line until guidelines are approved by the Engineer.

Dribble lines shall consist of marking the pavement with spots of paint no more than 2 inches in width and not more than 5 feet apart using a striping machine. Dribble lines shall be on a straight line between control points on tangent alignment and on a true arc control points on a curved alignment. Paint for dribble lines shall be the same color as the traffic stripe that will be placed. Do not proceed with installation of pavement markings until dribble lines are approved by the Engineer.

00866.80 Measurement – Add the following to the end of this subsection:

The quantities of dribble line will be measured on the length basis. Measurement will be the actual dribble line. Gaps between dribble marks will be measured.

00866.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
Method 2 (Sprayed)	
(g) Hi-Build Paint, 25 Mil, Sprayed, _____	Foot
(z) Dribble Line, Sprayed, _____	Foot

The word "Surface" or "Grooved" will be inserted in the blank.

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

Payment for work under this Section will be limited to 75 percent of the amount due until the Agency has received the signed Warranty.

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

END SECTION

SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

02001.02 Abbreviations and Definitions - Replace this subsection, except for the subsection number and title, with the following:

ASTV - Actual Strength Test Value - average of test cylinder compressive strengths

f'_c - Minimum Specified Compressive Strength at 28 days

f'_{cr} - Average Compressive Strength Over-design. The average strength required to assure that, with normal variations, the concrete will meet f'_c

GGBFS - Ground Granulated Blast Furnace Slag

HPC - High Performance Concrete

HRWRA - High-Range Water-Reducing Admixture (super-plasticizer)

PPCM - Precast prestressed concrete member

SCM - Supplementary Cementitious Materials

SSD - Saturated Surface-Dry

w/cm Ratio - Water-Cementitious Material Ratio

WRA - Water Reducing Admixture

Cementitious Materials - Portland cement and supplementary cementitious materials.

High Performance Concrete - Concrete designed for enhanced durability and performance characteristics. High performance concrete is identified on the Plans by the letters "HPC" in front of the concrete class designation (for example, HPC4500 - 1 1/2).

Moderate Exposure - Elevations below 1,000 feet.

Pozzolans - Fly ash, silica fume, and metakaolin.

Severe Exposure - Elevations 1,000 feet and above.

Supplementary Cementitious Materials - Fly ash, silica fume, metakaolin, and ground granulated blast furnace slag.

02001.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Furnish Materials meeting the requirements of the following:

Aggregates	02690
Cement	02010
Chemical Admixtures	02040
Concrete Modifiers.....	02035
Supplementary Cementitious Materials.....	02030
Synthetic Fiber Reinforcing	02045
Water	02020

02001.20(a) Strength - Replace this subsection, except for the subsection number and title, with the following:

Provide concrete meeting the required Classes shown in the Contract Documents. The class of concrete designates the minimum required compressive strength, f'_c at 28 days.

Table 02001-1

Concrete Strength and Water/Cementitious Material (w/cm) Ratio		
Type of Concrete	Strength (PSI)	Maximum w/cm Ratio
Structural	3300	0.50
	3300 (Seal)	0.45
	4000	0.48
	HPC4500	0.40
	5000 and Above	0.40 ¹
	HPC5000 and above	0.40
Drilled Shaft	4000	0.48
Paving	4000	0.44
¹ PPCM's with cast-in-place decks and no entrained air may have w/cm as follows: 5000 psi - 0.48; 5500 psi - 0.44; 6000 psi and up - 0.42		

(1) Required Over Design Strength (f'_{cr}) - Using the ASTV from either field results or trial batch cylinder's, provide calculations demonstrating compliance with one of the following:

$f'_{cr} = f'_c \times 1.20$ for up to but not including Class 6000; $f'_{cr} = f'_c \times 1.15$ for Class 6000 and higher

$f'_{cr} = f'_c + 1.34 \times S^1$ for up to but not including Class 6000; $f'_{cr} = f'_c + 1.28 \times S^1$ for Class 6000 and higher

¹ For current designs, S is the standard deviation of 28-Day cylinder strengths from the available data set. For new mix designs, the second option above may be used if there are at least 15 sets of 28-Day cylinders from a similar class ($\pm 1,000$ psi) mix design produced at the same plant.

(2) Flexural Beams - Flexural beams for paving concrete mix designs shall achieve 600 psi at 28 Days.

02001.20(c) Slump - Replace this subsection, except for the subsection number and title, with the following:

Provide concrete at the appropriate slump shown in Table 02001-3. Take corrective action to maintain a consistent slump at the point of discharge from the delivery vehicle.

**Table 02001-3
Concrete Slump**

Condition	Slump
Concrete without WRA	4" max.
Concrete with WRA	5" max.
Concrete with HRWRA	5 1/2" ± 2 1/2"
Precast Prestressed Concrete with HRWRA	10" max.
Seal Concrete	8" ± 2"
Drilled Shaft Concrete	8 1/2" ± 1 1/2" ¹

¹ Maintain a minimum slump of 4 inches throughout drilled shaft placement, including temporary casing extraction.

Add the following subsection:

02001.20(e) Durability - For HPC and SFC designs, except designs for precast bridge rail elements, the following additional requirements apply:

Test	Test Method	Acceptance Value
Length Change	ASTM C157	-0.045%
Permeability	AASHTO T 277	1,000 Coulombs (max.) at 90 days ¹

¹ Only required for alternate HPC designs. See 02001.30(b)(2).

02001.30 Concrete Mix Design - Replace this subsection with the following subsection:

02001.30 Concrete Constituents:

(a) Portland Cement - Use AASHTO M 85 or ASTM C150, Type I or II cement for structural or paving concrete. Use AASHTO M 85 or ASTM C150, Type III cement for precast prestressed concrete. Provide all cement from the QPL.

(b) Supplementary Cementitious Materials - SCM may be used separately or in combinations up to the specified maximum percentage by mass according to the following:

(1) General Limits - SCM may be used separately or in combination as shown:

Separate SCM	Maximum
Fly Ash + Other Pozzolans	25%
GGBFS	50%
Silica Fume	5%
Combined SCM	Maximum
Fly Ash + Other Pozzolans + GGBFS + Silica Fume	50%*
Fly Ash + Other Pozzolans + Silica Fume	30%*

* Fly ash + other pozzolans shall constitute no more than 25% and silica fume shall constitute no more than 5% of the total weight of cementitious materials.

When silica fume is added to truck mixed concrete, mix the batch a minimum of 100 revolutions at the mixing speed specified by the manufacturer before leaving the batch plant.

(2) HPC Cementitious Composition - Provide HPC with one of the following:

- Cementitious material with 66 percent portland cement, 30 percent fly ash, and 4 percent silica fume.
- Cement with SCM proportioned according to 02001.30(b)(1) and with trial batches performed to demonstrate that the proposed alternate mix design provides a maximum of 1,000 coulombs at 90 days when tested according to AASTHO T 277.
- Cementitious material with modifiers and with trial batches performed to demonstrate that the proposed alternate mix design provides a maximum of 1,000 coulombs at 90 days when tested according to AASTHO T 277.

(c) Blended Hydraulic Cement - Blended hydraulic cement may be used subject to the limits of 02001.31(b)(1) and 02010.20.

(d) Chemical Admixtures - Use chemical admixtures according to the manufacturer's recommendations. Use WRA in all seal concrete and in Class 5000 concrete or greater. Use HRWRA in all HPC.

Use a superseset extender from the QPL in all concrete for bridge decks. Use an appropriate amount to extend the initial set time of the concrete by 90 minutes.

(e) Aggregate - If the nominal maximum size of the coarse Aggregate is not included as a part of the class of concrete, or shown on the Plans, any size from 1 1/2-inch to 3/8-inch nominal maximum size Aggregate may be used according to ACI guidelines except:

- Use 1 1/2 inch nominal maximum size Aggregates in bridge deck concrete.
- Use 1 1/2 inch nominal maximum size Aggregates in paving concrete unless otherwise indicated.
- Use 3/8 inch nominal maximum size Aggregates in drilled shafts unless otherwise indicated.

(f) Synthetic Fiber Reinforcing for Concrete - Use synthetic fiber reinforcing from the QPL and according to Section 02045 in all bridge deck and silica fume overlay concrete. Use synthetic fiber reinforcing according to the manufacturer's recommendations at the rate designated on the QPL. Fiber packaging is not allowed in the mixed concrete.

Proportion all HPC for a minimum coarse Aggregate absolute solid volume according to Table 02001-4:

**Table 02001-4
Absolute Solid Volume**

Maximum Nominal Aggregate Size	Cu. Yd. (Aggregate) / Cu. Yd. (Concrete)
3/8"	0.36
1/2"	0.38
3/4"	0.40
1"	0.42
1 1/2"	0.44

Two or more Aggregate products or sources meeting Specifications may be blended to improve concrete properties. Blending non-specification Aggregate Materials, except for gradation, with specification Materials is not allowed.

02001.31 Concrete Constituents - Replace this subsection with the following subsection:

02001.31 Concrete Mix Design - Submit new or current mix designs, prepared by a CCT, for each required class of structural or paving concrete to the Engineer for review. Allow 21 Calendar Days for the review. Design mixes by the volumetric method in ACI 211.1 to achieve the properties of 02001.20. Do not proceed with concrete placement until the Engineer has determined that the mix design complies with the Specifications. Review of concrete mix designs does not relieve the Contractor of the responsibility to provide concrete meeting the Specification requirements.

02001.32(a) Trial Batch - Add the following to the end of this subsection:

Furnish all materials, Equipment and Work required for designing the mixes, testing Materials, and making trial batches to verify the final design for final use at no additional cost to the Agency.

02001.32(c) Strength Tests - Replace this subsection with the following subsection:

02001.32(c) Hardened Concrete - When applicable, test properties according to the following test methods:

Test	Test Method
Compressive Strength	AASHTO T 22
Flexural Strength	AASHTO T 97
Length Change	ASTM C157
Permeability	AASHTO T 277

(1) Compressive Strength Tests - For each trial batch, cast and cure at least three test cylinders according to AASHTO T 23 or AASHTO R 39, in 6 inch by 12 inch or 4 inch by 8 inch single use plastic molds. Test at 28 days according to AASHTO T 22.

(2) Flexural Strength Tests - For each paving concrete trial batch, cast and cure at least three flexural beams according to AASHTO T 23 or AASHTO R 39. Test flexural beams at 28 days according to AASHTO T 97.

(3) Length Change Tests - For all HPC and SFC mix designs, except for precast bridge rail elements, make at least three specimens from the trial batch for length change testing. Sample prisms shall have a square, 4 inch by 4 inch cross section. Wet cure the samples until they have reached an age of 28 days, including the period in the molds. Store and measure samples according to ASTM C157, Section 11.1.2. Report length change results at 28 days.

(4) Permeability Tests - For alternate HPC mix designs, make at least three specimens from the trial batch for permeability testing. Prepare, cure, dry and test according to AASHTO T 277. Report permeability in coulombs at 90 days.

02001.32(d) Length Change Tests - Delete this subsection.

02001.32(e) Permeability Tests - Delete this subsection.

02001.33 Required Over Design Strength (f'_{cr}) for New Mix Designs - Delete this subsection.

02001.34(a) Length Change Tests - Delete this subsection.

02001.34(b) Permeability Tests – Delete this subsection.

02001.35 Required Submittals for Mix Designs - Replace this entire subsection with the following subsection:

02001.35 Required Submittals for Mix Designs - Submit the following information for each concrete mix design:

(a) Supplier's Information - Provide the supplier's unique mix design identification number and batch plant location.

(b) Mix Design Constituent Proportions:

- Weight per cubic yard (pounds per cubic yard) of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, concrete modifiers, and chemical admixtures
- Absolute volumes of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, air content, concrete modifiers, and chemical admixtures
- Dosage rates for chemical admixtures (ounces per cubic yard)
- w/cm ratio including all chemical admixtures

(c) Aggregates - Identify the Aggregate source by the ODOT source number. Report current values of the following:

Bulk specific gravities (SSD)

Fine Aggregate absorptions

Coarse Aggregate absorptions

Dry-rodded density of coarse Aggregates

Average stockpile gradations

Fineness modulus of sand used in the mix design calculations

(d) Cement - For each cement used, provide the following:

Manufacturer
Brand name
Type
Source or location plant
QPL product number

(e) SCM - For each SCM used, provide the following:

Manufacturer
Brand name
Source
Class
QPL product number

(f) Concrete Modifiers - For each concrete modifier used, provide the following:

Manufacturer
Brand name
QPL product number

(g) Admixtures - For each admixture used, identify the following:

Manufacturer
Brand name
Design dosage rate
QPL product number

(h) Synthetic Fiber Reinforcing - For each synthetic fiber reinforcing used, provide:

Manufacturer
Brand name
Design dosage rate
QPL product number

(i) Water - Identify the source of water to be used and provide a certificate of compliance certifying that the water meets the requirements of 02020.10.

(j) Plastic Concrete Tests - Report the temperature, slump, density, air content, yield, and w/cm ratio of the trial batch or the average of these values for the cylinder sets presented for evaluation of a current mix design.

For drilled shaft concrete, report the following additional information:

- The total time estimate from initial batching through drilled shaft placement, including haul time, placing concrete, and temporary casing extraction.

- Initial slump test results and subsequent results at 15-minute intervals, verifying a minimum slump of 4 inches is maintained for the total time estimated for drilled shaft placement, including temporary casing extraction. Report data in a table or graph format.

(k) Compressive Strength Test Results - Report the individual test results and the ASTV of cylinders from the trial batch for new mix designs. For current designs, provide the individual tests and the average of the cylinder sets presented for evaluation.

(l) Strength Analysis - Provide an analysis, showing all calculations, demonstrating that the mix design meets the requirements of 02001.20(a).

(m) Quality Control Personnel - Provide the name and certification number of the CCT who prepared the mix design, the QCT who performed the plastic concrete tests and cast the test cylinders, the CSTT who tested the cylinders, and the ODOT certification number of the laboratory where the cylinders were tested.

02001.37 Trial Batch Costs – Delete this subsection.

END SECTION

SECTION 02050 – CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

02050.10 Liquid Compounds - Delete the paragraph that begins “Furnish liquid membrane-forming curing...” with the following paragraph:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309.

Delete the paragraph that begins “Before using liquid compounds, submit...”.

02050.20 Polyethylene Films - Delete the paragraph that begins “Furnish clear or white...” with the following paragraph:

Furnish clear or white polyethylene films for curing concrete meeting the requirements of ASTM C171.

END SECTION

SECTION 02080 – GROUT

Comply with Section 02080 of the Standard Specifications modified as follows:

002080.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for grout.

02080.30 Keyway Grout – Replace the sentence that begins “Furnish keyway grout from the QPL...” with the following sentence:

Furnish keyway grout from the QPL.

02080.60 Structural Grout - Replace the sentence that begins “Furnish structural grout from the QPL...” with the following sentence:

Furnish structural grout from the QPL.

Add the following subsection:

02080.70 UHPC Grout - Furnish Ultra-High Performance Concrete (UHPC) grout used in the keyways of precast prestressed concrete members or other applications when shown. Furnish UHPC grout from the QPL.

END SECTION

SECTION 02190 – PRESERVATIVE TREATMENT OF TIMBER

Comply with Section 02190 of the Standard Specifications modified as follows:

02190.20 Drying After Treatment – Replace the sentence that begins “When using waterborne preservatives...” with the following sentence:

When using waterborne preservatives, dry items according to AWPA T1, Section 7.

02190.30 Field Treatment – Replace this subsection, except for the subsection number and title, with the following:

Field-treat cuts, abrasions, bolt holes, drilled surfaces or any other damaged wood surfaces according to AWPA M4, Section 6 with a preservative from the QPL.

END SECTION

SECTION 02440 - JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications modified as follows:

02440.19 Steel Bridging Plate - Replace this subsection, except for the subsection number and title, with the following:

Furnish ASTM A36 steel bridging plate with a minimum thickness of 1/4 inch and a width of 8 inches, cut in lengths of 4 to 8 feet. Drill spike holes at 12 inch centers along the centerline of the plate.

02440.20 Preformed Joint Seal - Replace this subsection, except for the subsection number, with the following:

02440.20 Strip Seal - Furnish strip seals from the QPL and conforming to ASTM D5973.

Add the following subsection:

02440.22 Preformed Compression Joint Seal - Furnish preformed compression joint seals from the QPL and conforming to the requirements of AASHTO M 297.

02440.30 Hot Poured Joint Filler - Replace this subsection with the following subsection:

02440.30 Hot Applied Joint Sealant-Furnish hot applied joint sealant from the QPL and conforming to the requirements of ASTM D6690, Type II.

02440.40 Gaskets for Concrete Pipe and Precast Manhole Section Joints - Replace this subsection, except for the subsection number and title, with the following:

(a) Preformed Flexible Joint Sealant - Furnish Materials for tongue and groove or key lock manhole joints conforming to the requirements of ASTM C990.

(b) Rubber Gaskets - Furnish Materials for O-ring manhole and concrete pipe joints conforming to ASTM C443.

02440.70(b) Rubber - Replace this subsection, except for the subsection number and title, with the following:

Provide rubber water stops to the dimension shown and conforming to the requirements of ASTM C923, ASTM C1478, or ASTM F2510 as appropriate for the specific structure and pipe types.

END SECTION

SECTION 02450 – MANHOLE AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications modified as follows:

02450.30 Metal Frames, Covers, Grates, and Ladders - Replace this subsection with the following subsection:

02450.30 Metal Frames, Covers, Grates, and Steps – Comply with the following:

Item	Projects on State Highways	
	AASHTO (ASTM) Designation	Grade
Manhole frames and covers	M 306	Class 35 B
Inlet frames and grates	M 306	Class 35 B
	M 227 (A663)	65
	M 270 (A709) (A36)	36
	M 103 (A27)	65 - 35

Item	All Other Projects	
	AASHTO (ASTM) Designation	Grade
Manhole frames and covers	M 105	Class 30 B
Inlet frames and grates	M 227 (A663)	65
	M 270 (A709) (A36)	36
	M 103 (A27)	65 - 35

Fabricate steps for manholes from structural steel having a minimum yield strength of 28,000 psi and galvanized according to AASHTO M 111 (ASTM A123).

Steps for manholes shall be steel-reinforced plastic conforming to AASHTO M 199 (ASTM C478) and AASHTO T 280 (ASTM C497). The steel shall be deformed reinforcing bar conforming to AASHTO M 31 (ASTM A615) Grade 60, No. 4 minimum. The plastic material surrounding the reinforcing steel bar shall be injection molded, with a textured, non-slip surface and a minimum thickness over the steel of 1/16 inch. Voids in the plastic will be cause for rejection of the step.

Welding shall conform to AWS D1.1. Frames, covers and grates for use one with another shall have even and uniform bearings. Miscellaneous metal items and hardware shall conform to the appropriate requirements of Section 00560.

END SECTION

SECTION 02640 - SHOULDER AGGREGATE

Comply with Section 02640 of the Standard Specifications modified as follows:

02640.10 Dense-Graded Aggregate – Modify this section as follows:

Use 1 ½” – 0 column in Table 02630-1 for the specified gradation.

END SECTION

SECTION 02690 - PCC AGGREGATES

Replace Section 02690 of the Standard Specifications with the following:

SECTION 02690 - PCC AGGREGATES

Description

02690.00 Scope - This Section includes the requirements for coarse and fine aggregates for portland cement concrete.

02690.01 Definitions:

Coating - Foreign or deleterious substances found adhering to the aggregate particles.

Detrimental Materials - Materials that adversely affect concrete, including but not limited to clay, shale, mica, silt, bark, alkali, sticks, organic matter, soft and flaky particles.

Nominal Maximum Size Of Aggregate - One sieve larger than the first sieve that retains more than 10 percent of the material using an agency specified set of sieves based on cumulative percent retained. Where large gaps in specification sieves exist, intermediate sieves may be inserted to determine nominal maximum size.

Materials

02690.10 Materials - PCC Aggregates shall consist of natural or crushed rock that is hard, strong, durable and free from adherent coatings or other detrimental materials.

Produce, handle and store the aggregates in a way that will maintain passing material properties and avoid introducing deleterious materials or segregation prior to its use in portland cement concrete.

02690.11 Alternate Grading - The Contractor may request approval to produce coarse and fine aggregates in sizes other than those stated in 02690.20 and 02690.30. The request shall be in writing, and shall state the proposed target value and specified tolerances for each of the individual sieve sizes of the materials the Contractor proposes to produce.

02690.12 Acceptance of Aggregate - Acceptance of aggregate will be according to Section 00165 and based on the Contractor's quality control testing, if verified, according to Section 00165.

(a) Aggregate Gradation - A stockpile contains specification aggregate gradation when the quality level for each sieve size calculated according to 00165.40 is equal to or greater than the quality level indicated in Table 00165-2 for a PF of 1.00. Each required sample represents a subplot. When the quality level indicated in Table 00165-2 yields a PF of less than 1.00 for any constituent, the material is non-specification.

(b) Non-specification Aggregate Gradation - Stockpiled aggregates that contain non-specification aggregate gradation will be rejected by the Engineer unless non specification material is removed from the stockpile. Do not add additional material to the stockpile until enough non-specification material is removed so that the quality level for each constituent is equal to or greater than the quality level in Table 00165-2 for a 1.00 PF.

Reprocessing of non-conforming material and the testing required for acceptance will be at no additional cost to the Agency. Acceptance of reprocessed material will be based on passing test results or accepted visually by the Engineer.

02690.20 Coarse Aggregate:

(a) Harmful Substances - Harmful substances shall not exceed the following limits:

Test	Test Method		Percent (by Weight)
	ODOT	AASHTO	
Lightweight Pieces	-	T 113	1.0
Material passing No. 200 sieve	-	T 11	1.0
Wood Particles	TM 225	-	0.05

(b) Soundness - Coarse aggregates for concrete shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 12 percent by weight.

(c) Durability - Coarse aggregates shall meet the following durability requirements:

Test	Test Method		Requirements
	ODOT	AASHTO	
Abrasion	–	T 96	30.0% Max.
Oregon Air Aggregate Degradation:			
Passing No. 20 sieve	TM 208	–	30.0% Max.
Sediment Height	TM 208	–	3.0" Max.

(d) PCC Paving Aggregate - In addition to requirements above, comply with the following:

(1) Fracture - Provide aggregate with at least two fractured faces on at least 50 percent of the particles retained on the 3/8 inch, 1/2 inch, 3/4 inch, 1 inch, and 1 1/2 inch sieves, as determined by AASHTO T 335.

(2) Elongated Pieces - Provide aggregate with elongated pieces not exceeding 10 percent by weight of the material retained on the No. 4 sieve when tested according to ODOT TM 229 with the proportional caliper device set at a ratio of 5:1.

(e) Grading and Separation by Sizes for Prestressed Concrete - Sampling shall be according to AASHTO T 2 and sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. PCC coarse aggregate shall conform to grading and separated sizes as follows:

(1) Where indicated in Table 02690-1, the coarse aggregate shall be separated into two sizes and each separated size shall be measured into the batch in the quantity determined by the mix design.

For each of the indicated maximum sizes of coarse aggregates, the separated sizes shall be as indicated in Table 02690-2:

Size of Aggregates	Maximum Nominal	Separated Sizes
1"		1" - No. 4
3/4"		3/4" - No. 4
3/4"		3/4" - 1/2" and 1/2" - No. 4
3/4"		3/4" - 3/8" and 3/8" - No. 4

(2) The grading of each of the specified separated sizes of coarse aggregate shall conform to the following:

**Table 02690-2
Separated Sizes**

Sieve Size	1" - No. 4	3/4" - No. 4	3/4" - 1/2"	3/4" - 3/8"	1/2" - No. 4	3/8" - No. 4
	Percent Passing (by Weight)					
1 1/2"	100	—	—	—	—	—
1"	90 - 100	100	100	100	—	—
3/4"	50 - 80	90 - 100	85 - 100	85 - 100	100	100
1/2"	—	—	0 - 15	—	85 - 100	—
3/8"	15 - 40	20 - 50	—	0 - 15	35 - 65	85 - 100
No. 4	0 - 10	0 - 10	—	—	0 - 15	0 - 15
No. 200	*	*	*	*	*	*

* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

(f) Grading and Separation by Sizes for Other Concrete - Sampling shall be according to AASHTO T 2. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Tables 02690-3 and 02690-4 for structural concrete. Provide a CAgT to perform sampling and testing when required.

**Table 02690-3
Gradation of Coarse Aggregates**

Sieve Size	Combined*	Separated	Separated	Separated
	Sizes	Sizes	Sizes	Sizes
	1 1/2" - No. 4	1 1/2" - 3/4"	1" - No. 4	3/4" - 1/2"
	Percent Passing (by Weight)			
2"	100	100	—	—
1 1/2"	90 - 100	90 - 100	100	—
1"	70 - 89	20 - 55	90 - 100	100
3/4"	35 - 70	0 - 15	—	85 - 100
1/2"	—	—	25 - 60	0 - 15
3/8"	10 - 30	0 - 5	—	—
No. 4	0 - 5	—	0 - 10	—
No. 8	—	—	0 - 5	—
No. 200	**	**	**	**

* For 1 1/2 inch coarse aggregate use two or more separated sizes which when combined shall meet the gradation limits for 1 1/2" - No. 4

** See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

Table 02690-4

Gradation of Coarse Aggregates

Sieve Size	Separated Sizes	Separated or Combined Sizes	Separated Sizes	Separated Sizes
	3/4" - 3/8"	3/4" - No. 4	1/2" - No. 4	3/8" - No. 8
	Percent Passing (by Weight)			
1"	100	100	-	-
3/4"	90 - 100	90 - 100	100	-
1/2"	20 - 55	-	90 - 100	100
3/8"	0 - 15	20 - 55	40 - 70	85 - 100
No. 4	0 - 5	0 - 10	0 - 15	10 - 30
No. 8	-	0 - 5	0 - 5	0 - 10
No. 16	-	-	-	0 - 5
No. 200	*	*	*	*

* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

02690.30 Fine Aggregates:

(a) Different Sources - Do not mix fine aggregates from different sources of supply, or store in the same pile. Do not use alternately in the same class of mix, without prior approval.

(b) Harmful Substances - The amount of harmful substances shall not exceed the following limits:

Test	Test Method (AASHTO)	Percent (by Weight)
Lightweight Pieces	T 113	2.0%
Material passing No. 200 sieve	T 11	3.0%

(c) Soundness - Fine aggregate shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 10 percent by weight.

(d) Organic Impurities - All fine aggregate shall meet the requirements of AASHTO M 6 for organic impurities.

(e) Sand Equivalent - Fine aggregate shall be tested according to AASHTO T 176 and shall have a sand equivalent of not less than 75.

(f) Sand for Mortar - Sand for mortar shall conform to the requirements of this Section.

(g) Grading - Sampling shall be according to AASHTO T 2. Sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-5 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-5
Gradation of Fine Aggregate*

Sieve Size	Percent Passing (by Weight)
3/8"	100
No. 4	90 - 100
No. 8	70 - 100
No. 16	50 - 85
No. 30	25 - 60
No. 50	5 - 30
No. 100	0 - 10
No. 200	**

* Determine the fineness modulus according to AASHTO T 27 and AASHTO T 11. Maintain the fine aggregate fineness modulus within plus or minus 0.20 from the fineness modulus used in the Contractor's mix design. Fine aggregates in which the fineness modulus varies by more than 0.20 from the mix design target shall not be incorporated until an assessment is done to determine whether an adjustment in the aggregate proportions is necessary. Proportion changes must be performed by a CCT according to the provisions of ACI 211. Submit analysis of FM and mix design adjustments to the Engineer for approval.

** See 02690.30(b). Do not evaluate material passing No. 200 sieve according to 0165.40.

END SECTION

SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

02910.20 Reflective and Retroreflective Sheeting - Replace the title of this subsection with "Retroreflective Sheeting"

02910.20(a) General - Replace the paragraph that begins "Use retroreflective sheeting Type..." with the following paragraph:

Use retroreflective sheeting from the QPL and the following:

02910.32(b) Retroreflective Sheeting Legend – Replace the paragraph that begins "The Silver-white or white letters..." with the following paragraph:

Removable legend shall be fabricated with sheeting conforming to 02910.20 that is permanently adhered to a flat aluminum frame.

02910.40 Hardware - Replace the paragraph that begins "The bolts, nuts, and washers..." with the following paragraph:

The bolts, nuts, and washers used to fabricate and erect signs shall be aluminum alloy, stainless steel, or hot-dip galvanized steel. Aluminum for bolts and nuts shall conform to ASTM B211, alloys 2024-T4 or 6061-T6 as the Contractor elects. Aluminum washers shall conform to ASTM B209, alloy Alclad 2024-T4. Stainless steel for bolts, nuts, and washers shall be Type 304 or Type 316. Galvanized steel bolts, nuts and washers shall be medium carbon steel. Galvanize steel hardware according to AASHTO M 232 (ASTM A153).

02910.75(a) Warranty Period – Replace the bullet that begins “For retroreflective Type III and Type IV ...” with the following paragraph:

For retroreflective ASTM Type III and Type IV sheeting used for permanent signs, the warranty period shall be for 10 years.

Replace the bullet that begins “For retroreflective Type IX sheeting used ...” with the following paragraph:

For retroreflective ASTM Type IX and Type XI sheeting used for permanent signs, the warranty period shall be for 12 years.

02910.75(b) Failure – Replace the bullet that begins “70 percent of minimum coefficient...” with the following paragraph:

70 percent of minimum coefficient of retroreflection for designated sheeting or cuttable film according to ASTM D4956 for the remaining 3 years of the warranty period for Type III and Type IV sheeting and remaining 5 years of the warranty period for Type IX and Type XI sheeting.

02910.75(c) Remedy – Replace the bullet that begins “For the remaining 3 years ...” with the following paragraph:

For the remaining 3 years (5 years for ASTM Type IX and Type XI sheeting), furnish replacement sheeting required to restore the sign panel to a condition that meets the Specifications.

END OF SECTION



**APPLICATION AND PERMIT TO OCCUPY OR
PERFORM OPERATIONS UPON A STATE HIGHWAY**

See Oregon Administrative Rule, Chapter 734, Division 55

PERMIT NUMBER

2 CM 39538

CLASS : 05 KEY# N/A

GENERAL LOCATION			PURPOSE OF APPLICATION (TO CONSTRUCT/OPERATE/MAINTAIN)		
HIGHWAY NAME AND ROUTE NUMBER OR-212/171 & Hwy 26			<input type="checkbox"/> POLE LINE	TYPE	MIN. VERT. CLEARANCE
HIGHWAY NUMBER 174 & O26	COUNTY Clackamas	Benton	<input type="checkbox"/> BURIED CABLE	TYPE	
BETWEEN OR NEAR LANDMARKS Richey Road & Jct. Hwy 26			<input type="checkbox"/> PIPE LINE	TYPE	
HWY. REFERENCE MAP HWY Inventory	DESIGNATED FREEWAY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IN U.S. FOREST <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input checked="" type="checkbox"/> NON-COMMERCIAL SIGN AS DESCRIBED BELOW		
APPLICANT NAME AND ADDRESS Clackamas County DTD c/o Wes Wegner, Wallis Engineering 215 W 4th Street, Suite 200 Vancouver, WA 98660			<input checked="" type="checkbox"/> MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW		
			FOR ODOT USE ONLY		
			BOND REQUIRED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	REFERENCE: OAR 734-055-0035(2)	AMOUNT OF BOND \$0.00
			INSURANCE REQUIRED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	REFERENCE: OAR 734-055-0035(1)	SPECIFIED COMP. DATE 12/31/2021

DETAIL LOCATION OF FACILITY (For more space attach additional sheets)

MILE POINT	MILE TO POINT	ENGINEERS STATION	ENGINEERS TO STATION	SIDE OF HWY OR ANGLE OF CROSSING	DISTANCE FROM		BURIED CABLE OR PIPE		SPAN LENGTH
					CENTER OF PVMT	R/W LINE	DEPTH/VERT.	SIZE AND KIND	
6.63	6.63	357+41	357+41	Rt	Varies	within	N/A	PCMS	
6.80	6.80	367+41	367+41	Rt	Varies	within	N/A	Sign 6	
6.81	6.81	368+41	368+41	Rt	Varies	within	N/A	Sign 4	
6.81	6.81	369+11	369+11	Lt	Varies	within	N/A	Sign 1	
6.80	6.80	369+41	369+41	Rt	Varies	within	N/A	Sign 3	
6.82	6.82	370+41	370+41	Rt	Varies	within	N/A	Sign 5	

DESCRIPTION OF DESIRED USE

Install and operate traffic control devices on both Hwy 26 and OR-212/171 for a Clackamas County Paving occurring on Richey Road and Hwy 26 junction.

SPECIAL PROVISIONS (FOR ODOT USE ONLY)

TRAFFIC CONTROL REQUIRED

OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED

- ◆ YES [OAR 734-055-0025(6)] NO
- ◆ YES [OAR 734-055-0100(2)] NO [OAR 734-055-0100(1)]
- ◆ AT LEAST 48 HOURS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE DISTRICT REPRESENTATIVE Marlene Nichols 2C Permit Specialist AT PHONE NO.: 503-665-4006 OR EMAIL OR FAX THIS PAGE TO THE DISTRICT OFFICE AT: marlene.t.nichols@odot.state.or.us; Fax: 503-665-4487. SPECIFY TIME AND DATE WORK IS TO OCCUR.
- ◆ A COPY OF THIS PERMIT AND ALL ATTACHMENTS SHALL BE AVAILABLE AT THE WORK AREA DURING CONSTRUCTION.
- ◆ ATTENTION: Oregon Law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0001 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987. **CALL BEFORE YOU DIG 1-800-332-2344**

COMMENTS (FOR ODOT USE ONLY)

This permit authorizes Clackamas County & their contractors to enter onto ODOT RW for the purpose of installing traffic control devices as stated on attached dwgs. Changes or modifications shall be approved by ODOT DM prior to installation. Traffic control shall meet MUTCD standards. Permittee is responsible to ensure all environmental impacts are addressed with proper authorities & Utility Locates made. Upon completion and acceptance of this project, Clackamas County agrees to accept full operational and maintenance responsibilities.

IF THE PROPOSED APPLICATION WILL AFFECT THE LOCAL GOVERNMENT, THE APPLICANT SHALL ACQUIRE THE LOCAL GOVERNMENT OFFICIAL'S SIGNATURE BEFORE ACQUIRING THE DISTRICT MANAGER'S SIGNATURE.

LOCAL GOVERNMENT OFFICIAL SIGNATURE X <i>Marlene Nichols</i>		TITLE Clackamas County	DATE 1/22/21
APPLICANT SIGNATURE X <i>Wes Wegner</i>	APPLICATION DATE 1-22-2021	TITLE Wes Wegner, Wallis Engineering	TELEPHONE NO. 360-852-9160
When this application is approved by the Department, the applicant is subject to, accepts and approves the terms and provisions contained and attached: and the terms of Oregon Administrative Rules, Chapter 734, Division 55, which is by this reference made a part of this permit.			DISTRICT MANAGER OR REPRESENTATIVE X <i>Willis</i>
			APPROVAL DATE 1-25-21

MILE POINT	TO	MILE POINT	ENGINEERS STATION	ENGINEERS TO STATION	SIDE OF HWY OR ANGLE OF CROSSING	DISTANCE FROM		BURIED CABLE OR PIPE		SPAN LENGTH
						CENTER OF PVMT	R/W LINE	DEPTH/VERT.	SIZE AND KIND	
6.88		6.88	373+61	373+61	Lt	Varies	within	N/A	Sign 5	
6.90		6.90	374+61	374+61	Lt	Varies	within	N/A	Sign 3	
6.91		6.91	375+11	375+11	Rt	Varies	within	N/A	Sign 1	
6.93		6.93	376+19	376+19	Lt	Varies	within	N/A	Sign 2	
6.95		6.95	377+19	377+19	Lt	Varies	within	N/A	Sign 6	
7.14		7.14	387+19	387+19	Lt	Varies	within	N/A	PCMS	
								2 CM 39538		



GENERAL PROVISIONS FOR POLELINE, PIPELINE, BURIED CABLE, AND MISCELLANEOUS PERMITS

Revised January 2015

APPLICANT: CLACKAMAS COUNTY DTD (WES WEGNER WALLIS ENGINEERING) 2CM39538

HIGHWAY: 212/171 & HWY 26/26

MP: 6.63 - 7.14

All checked () provisions apply.

WORKSITE

1. Permittee must call for utility locates before digging ("Call Before You Dig!" 1-800-332-2344 or 8-1-1) per Oregon Administrative Rules (Chapter 952, Division 1). You may be held liable for damages. Premarking of excavation areas is required.
2. Permittee shall have a copy of this permit and all attachments at the work site. They shall be available to the District Manager or representative at their request.
3. Permittee shall acknowledge, in writing, receipt and review of Oregon Administrative Rules (Chapter 734, Division 55) governing miscellaneous facilities and operations on the highway right of way as the governing provisions of permit or agreement. Copies of this rule may be obtained from any district maintenance office.
4. Permittee shall review the Oregon Administrative Rules (Chapter 734 Division 55) governing miscellaneous facilities and operations on the highway right of way as the governing provisions of this permit or agreement. Web site: http://arcweb.sos.state.or.us/rules/OARS_700/OAR_734/734_055.html
5. Access control fence must be maintained during construction and restored to its original or better condition after construction is complete.
6. The permittee shall not use state highway right of way to display advertising signs or merchandise of any kind.
7. The stopping and parking of vehicles upon state highway right of way for the maintenance of adjoining property or in furtherance of any business transaction or commercial establishment is strictly prohibited.
8. All grass and small brush within the work area shall be rotary or flail mowed to ground level prior to the beginning of work to facilitate clean up.
9. Disturbed areas shall be reseeded with grass native to the area in an appropriate seeding time.
10. The spreading of mud or debris upon any state highway is strictly prohibited and violation shall be cause for immediate cancellation of the permit. Clean up shall be at the applicant's expense. The highway shall be cleaned of all dirt and debris at the end of each work day, or more frequently if so determined by the District Manager or representative.
11. Permittee shall replace any landscape vegetation or fences that are destroyed. Any damage that is not fully recovered within 30 days (weather permitting) shall be replaced by ODOT at the expense of the permittee. A "plant establishment" shall be understood to be part of the planting work to assure satisfactory growth of planted materials. The plant establishment period will begin when the original planting and all landscape construction has been completed and approved. The length of the establishment period will be one calendar year or as defined in the permit Special Provisions.
12. Permittee shall install and maintain landscaped area as shown on the attached drawings. Planting shall be limited to low-growing shrubs, grass or flowers that do not attain sufficient height to obstruct clear vision in any direction. The Oregon Department of Transportation (ODOT) shall have the right to remove said landscaping at any time such removal may appear to be in the public interest, without liability or loss, injury, of damage or any nature whatsoever.

TRAFFIC

13. During construction or maintenance, the work area shall be protected in accordance with the current Manual on Uniform Traffic Control Devices (MUCTD) , Federal Highway Administration, U.S. Department of Transportation, and the Oregon Department of Transportation supplements thereto. Flaggers must have a card or certificate indicating their completion of an approved work zone traffic control course. All traffic control devices shall be maintained according to the American Traffic Safety Services Association (ATSSA), Quality Standards for Work Zone Traffic Control Devices handbook.
14. Permittee shall provide a detailed traffic control plan for each phase of the work, showing signs and cones. Plans shall be reviewed by Oregon Department of Transportation in advance of construction or maintenance.
15. All damaged or removed highway signs shall be replaced by the permittee. Installation shall be according to MUTCD standards or ODOT specifications, and shall be completed as soon as possible but no later than the end of the work shift.
16. No lane restrictions are permitted on the roadway during the hours of darkness, on weekends, or between 6:00 AM and 9:00 AM, or 3:00 PM and 6:00 PM (Monday through Friday) without prior approval by ODOT.
17. Hours of work shall be for signal shut-off at Hwy 212 & Richey Road requires night work 9pm to 5am; coordination with ODOT shall be two weeks in advance. Contact Marlene Nichols (marlene.t.nichols@odot.state.or.us or call Office: 503-665-4006; Mobile 503-312-5247) to coordinate signal shut off/on with ODOT Electrical .

2 C M 3 9 5 3 8

DRAINAGE

18. On-site storm drainage shall be controlled within the permitted property. No blind connections to existing state facilities are allowed.
19. Excavation shall not be done on ditch slopes. Trench excavation shall either be at ditch bottom or outside ditch area. (Minimum depth at bottom of ditch shall be 36 inches; minimum depth outside of ditch shall be 42 inches).
20. Only earth or rock shall be used as fill material and shall slope so as not to change or adversely affect existing drainage. Fine grade and seed the finished fill with native grasses to prevent erosion.
21. A storm drainage study stamped by an Oregon Registered Professional Engineer (PE) is required. The study must meet standards of the National Pollution Discharge Elimination Systems (NPDES) when any of the following conditions apply:
- Whenever a four inch pipe is inadequate to serve the developed area,
 - development site is one acre or larger in size and directly or indirectly affects state facilities,
 - or as directed by the District Manager or representative.
22. Permittee shall provide on-site retention for storm water runoff that exceeds that of the undeveloped site.
23. All water discharged to an ODOT drainage system must be treated prior to discharge. All requests for connection to an ODOT storm system must meet any requirements of the National Pollutant Discharge Elimination System (NPDES). This may include local jurisdiction approval of on-site water quality treatment facilities and/or development of an operation and maintenance plan for any on-site water quality treatment facility, as determined by local jurisdiction.

EXCAVATION / CONSTRUCTION

24. The following ODOT documents and any supplements and subsequent revisions thereto, where applicable and not otherwise superseded by the permit language herein, but only to the extent that they provide standards and performance requirements for work to be performed under the permit, shall be incorporated for use in the permit:

"Oregon Standard Specifications for Construction (2015)". ODOT shall have authority over acceptance of all materials and workmanship performed under this permit as stated in Section 00150.00 of the "Oregon Standard Specifications for Construction (2015)."

For additional Supplemental and Special Provisions please refer to:

http://www.oregon.gov/ODOT/HWY/SPECS/standard_specifications.shtml Standard Specification books are available on this site.

25. Open cutting of pavement is allowed in areas specifically approved by District Manager or representative.

- 2 CM 39538
- 26. Trench backfill shall be according to the attached typical drawing, marked as Exhibit A.
 - 27. Open cutting of the highway is allowed with construction in accordance with OAR 734-55-0100. All excavation in paved areas shall be backfilled and the roadway surface patched before the end of each shift. In special cases where steel plates are allowed, said plates shall be pinned and a temporary cold patch applied to the edges. The permittee shall be fully responsible for monitoring and maintenance of temporary patching and steel plating.
 - 28. Compaction tests shall be required for each open cut per Oregon Standard Specification for Construction. Compaction tests shall be conducted once for every 300 lineal feet per lift of continuous trench according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent Compaction shall be 95%. At the discretion of the District Manager or representative, results of compaction test shall be provided to District Manager or representative at applicants' expense.
 - 29. Control Density Fill (CDF) shall be used as surface backfill material in place of crushed rock in open trenches that impact the travel portions of the highway. A ¾"-0, or 1"-0 rock will be used for the aggregate. The amount of cement used shall not exceed 3.0% of the total mixture's weight. Maximum compressed strengths must not exceed 250 pounds per square inch (psi).
 - 30. Surface restoration shall be a minimum of eight inches of hot asphalt-concrete (AC), compacted in two inch lifts, or match existing pavement depth, whichever is greater. Sand-seal all edges and joints.
 - 31. All aggregate shall conform to Oregon Standard Specification for Construction, Section 02630 - Base Aggregate.
 - 32. Any area of cut or damaged asphalt shall be restored in accordance with the included attachment "T-Cut Typical Section" drawing. For a period of two years following the patching of paved surface, permittee shall be responsible for the condition of permittee's pavement patches, and during that two year period shall repair to District Manager or representative satisfaction any of the patches which become settled, cracked, broken, or otherwise faulty.
 - 33. An overlay to seal an open-cut area shall be completed prior to the end of the construction season, or when minimum temperature allows per "Oregon Standard Specification for Construction (2008)" and any subsequent revisions thereto. Typical overlay shall be 1.5 inches deep and cover the affected area from edge of pavement to edge of pavement, and taper longitudinally at a fifty feet to one inch (50' : 1") ratio. Taper may be adjusted by the District Manager as required. For a period of two years following this patching of the surface, the permittee shall be responsible for the condition of said pavement patches, and during that time shall repair to the District Manager or representative's satisfaction any of the patches which become settled, cracked, broken or otherwise faulty.
 - 34. Highway crossings shall be bored or jacked. Bore pits shall be located behind ditch line or in areas satisfactory to the District Manager or representative. Unattended pits shall either be protected by a six-foot fence, backfilled, or steel plated and pinned.
 - 35. Permittee shall install a "tracer wire" or other similar conductive marking tape or device, if installing any non-conductive, unlocatable underground facility, in order to comply with Oregon Utilities Coordination Council (OUCC), per OAR 952-01-0070 (6).
 - 36. Trench backfill outside of ditch line or in approved areas can be native soil compacted at optimum moisture in twelve inch layers to 90% or greater of the maximum density.
 - 37. Native material that is found to be unsatisfactory for compaction shall be disposed of off the project and granular backfill used.
 - 38. Trench backfill in rock slope or shoulder shall be crushed 1"-0 or ¾"-0 size rock compacted at optimum moisture in eight-inch layers. Compaction tests shall be conducted according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent compaction shall be 95%. At the discretion of the District Manager or representative, results of compaction tests shall be provided to District Manager or representative at applicant's expense.
 - 39. Where excavation is on fill slope steeper than a two to one (2:1) ratio, slope protection shall be provided using four-inch size rock laid evenly to a minimum depth of twelve inches.
 - 40. No more than 300 feet of trench longitudinally along the highway shall be left open at any one time and no trench shall be left in an open condition overnight.
 - 41. Areas of disturbed cut and fill slopes shall be restored to a condition suitable to the District Manager or representative. Areas of erosion to be inlaid with an acceptable riprap material.

2 C M 3 9 5 3 8

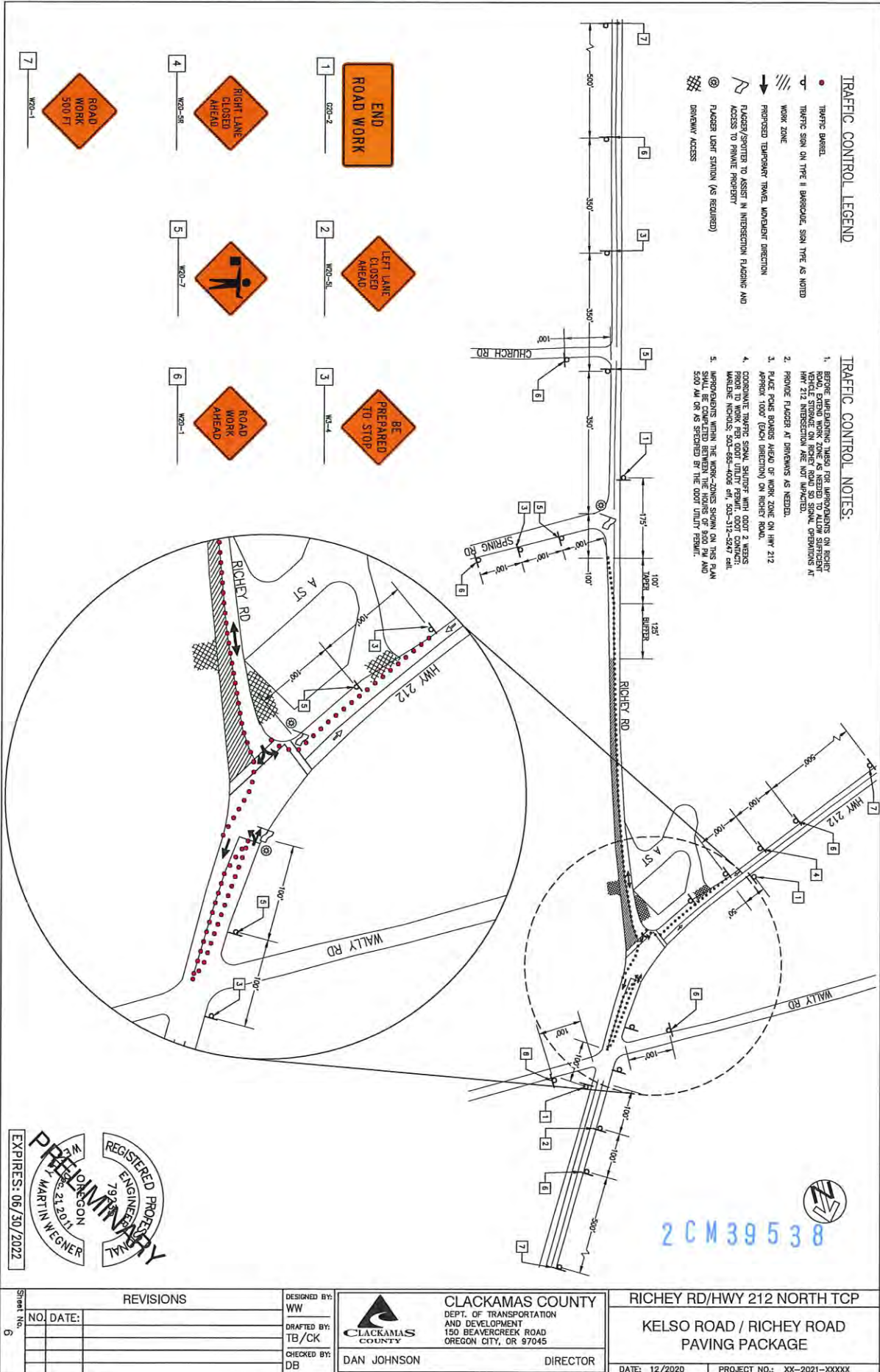
- 42. All underground utilities shall be installed with three-foot or more of horizontal clearance from existing or contract plans guardrail posts and attachments. All non-metallic water, sanitary and storm sewer pipe shall have an electrically conductive insulated Number 12-gauge copper tracer wire the full length of the installed pipe using blue wire for water and green for storm and sanitary sewer piping.
- 43. Any area of cut or damaged concrete shall be restored in accordance with the attached Typical Section-Pipe Section under sidewalk.
- 44. Utility markers and pedestals shall be placed as near the highway right-of-way line as practical. In no case shall pedestals and line markers be located within the highway maintenance area.
- 45. No cable plowing is allowed within the lateral support of the highway asphalt (i.e. at six feet lower than the edge of the asphalt, no plowing within nine feet of the edge of the asphalt).
- 46. Review by ODOT Bridge Engineers is required for all proposed bridge and structure attachments and for utility or any facilities to be installed within sixteen feet of bridge foundations, supports, walls or related, or within the influence zone of bridge facilities.

MISCELLANEOUS

- 47. Permittee shall be responsible and liable for (1) investigating presence/absence of any legally protected or regulated environmental resource(s) in the action area; (2) determining any and all restrictions or requirements that relate to the proposed actions, and complying with such, including but not limited to those relating to hazardous material(s), water quality constraints, wetlands, archeological or historic resources(s) state and federal threatened or endangered species, etc., (3) complying with all federal, state, and local laws, and obtaining all required and necessary permits and approvals.
- 48. If the permittee impacts a legally protected/regulated resource, permittee shall be responsible for all costs associated with such impact, including, but not limited to all costs of mitigation and rehabilitation, and shall indemnify, and hold ODOT harmless for such impacts and be responsible and liable to ODOT for any associated costs or claims that ODOT may have.
- 49. Plans are approved by ODOT in general only and do not relieve the permittee from completing construction improvements in a manner satisfactory to ODOT. The District Manager or representative may require field changes. When revisions are made in the field, permittee is responsible to provide "as built" drawings, within 60 days from completion of highway improvements, and shall submit them to the District Office issuing the permit.
- 50. Permittee shall be responsible for locating and preserving all existing survey monumentation within the work area in accordance with ORS 209.150 and/or 209.155. If monumentation or its accessories are inadvertently or otherwise disturbed or destroyed, applicant shall be responsible for all costs and coordination associated with it's reestablishment by a professional licensed surveyor.

By this signature applicant accepts all checked (☑) provisions (4 pages).

Applicant signature: 	Date: 1/26/21
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TRAFFIC CONTROL LEGEND

- TRAFFIC BARRIER
- ⊥ TRAFFIC SIGN ON TYPE II BARRICADE, SIGN TYPE AS NOTED
- ▨ WORK ZONE
- ➔ PROPOSED TEMPORARY TRAVEL MOVEMENT DIRECTION
- ↔ FLAGGER/OPERATOR TO ASSIST IN INTERSECTION FLAGGING AND ACCESS TO PRIVATE PROPERTY
- ⊕ FLAGGER LIGHT STATION (AS REQUIRED)
- ⊞ DRAINWAY ACCESS

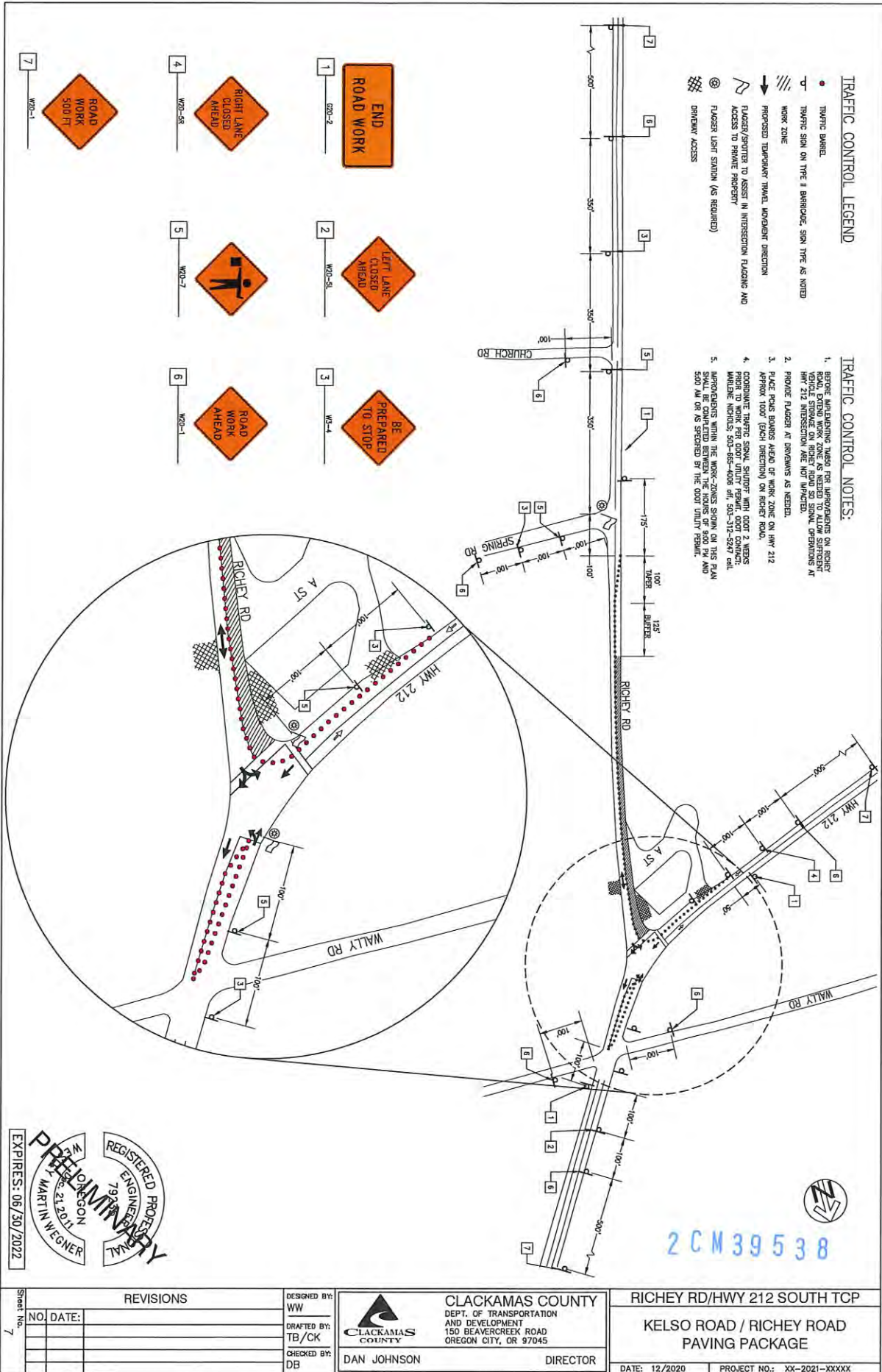
TRAFFIC CONTROL NOTES:

1. BEFORE IMPLEMENTING THESE PAVEMENT IMPROVEMENTS ON RICHEY ROAD, EXTEND WORK ZONE AS NEEDED TO ALLOW SUFFICIENT HWY 212 INTERSECTION AHEAD ADVANCE.
2. PROVIDE FLAGGER AT DRIVEWAYS AS NEEDED.
3. PLACE POLE SIGNALS AHEAD OF WORK ZONE ON HWY 212 APPROX 100' (EACH DIRECTION) ON RICHEY ROAD.
4. COORDINATE TRAFFIC SIGNAL SCHEDULE WITH GOVT 2 WEEKS PRIOR TO WORK FOR GOVT UTILITY PERMIT, GOVT CONTACT: MARLENE NICOLAS, 503-666-4006 OR 503-512-5247 CELL.
5. IMPROVEMENTS WITHIN THE WORK-ZONES SHOWN ON THIS PLAN SHALL BE COMPLETED BETWEEN THE HOURS OF 5:00 PM AND 5:00 AM AS SCHEDULED BY THE GOVT UTILITY PERMIT.



2 CM 39 53 8

REVISIONS NO. DATE:	DESIGNED BY: WW	CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	RICHEY RD/HWY 212 NORTH TPC	
	DRAFTED BY: TB/CK		KELSO ROAD / RICHEY ROAD PAVING PACKAGE	
CHECKED BY: DB	DAN JOHNSON DIRECTOR	DATE: 12/2020	PROJECT NO.: XX-2021-XXXXX	



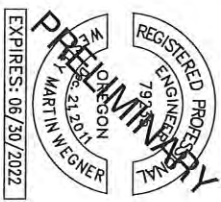
TRAFFIC CONTROL LEGEND

- TRAFFIC BARRIERS
- ▬ TRAFFIC SIGN ON TYPE II BARRIERS, SIGN TYPE AS NOTED
- ▬ WORK ZONE
- ▬ PROPOSED TEMPORARY TRAVEL, MOVEMENT DIRECTION
- ▬ FLAGGER/OPERATOR TO ASSIST IN INTERSECTION FLAGGING AND ACCESS TO PRIVATE PROPERTY
- ⊗ FLAGGER LIGHT STATION (AS REQUIRED)
- ▨ DRIVEWAY ACCESS

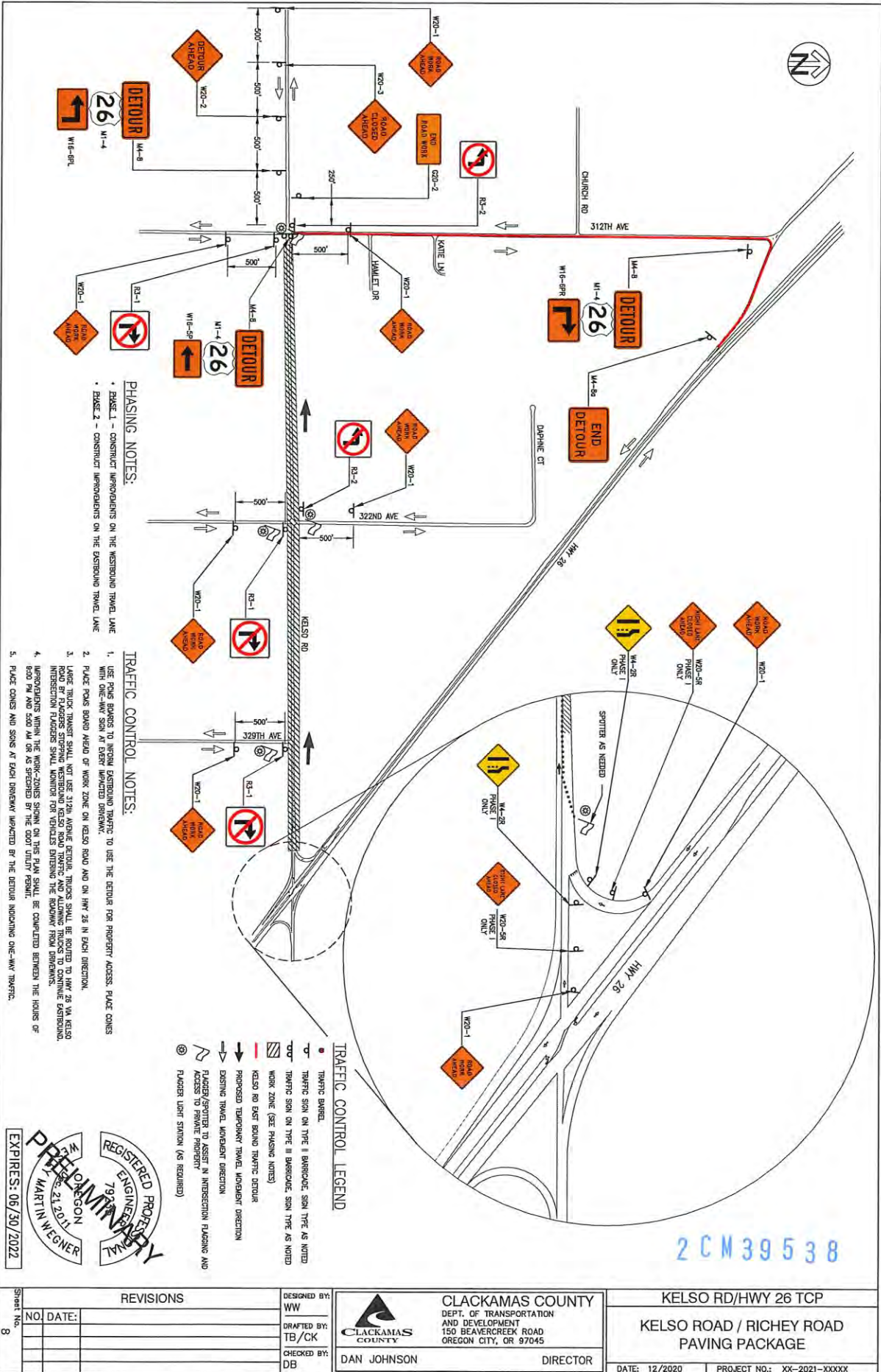
TRAFFIC CONTROL NOTES:

1. BEFORE MAINTENANCE TAKES FOR IMPROVEMENTS ON RICHEY ROAD, EXTEND WORK ZONE AS NEEDED TO ALLOW SUFFICIENT VEHICLE STOPPING ON RICHEY ROAD SO SIGNAL OPERATIONS AT HWY 212 INTERSECTION ARE NOT IMPACTED.
2. PROVIDE FLAGGER AT DRIVEWAYS AS NEEDED.
3. PLACE POUS BARRIERS AHEAD OF WORK ZONE ON HWY 212 APPROX. 100' (EACH DIRECTION) ON RICHEY ROAD.
4. COORDINATE TRAFFIC SIGNAL SHIFTS WITH DOT 2 WEEKS PRIOR TO WORK PER DOT UTILITY PERMIT, DOT CONTACT: WAKELINE NUMBERS: 503-655-4006 or 503-312-5247 toll.
5. IMPROVEMENTS WITHIN THE WORK ZONES SHOWN ON THIS PLAN SHALL BE COMPLETED BETWEEN THE HOURS OF 8:00 PM AND 5:00 PM OR AS SPECIFIED BY THE LOCAL UTILITY PERMIT.

- 1 END ROAD WORK
W20-2
- 2 LEFT LANE CLOSED AHEAD
W20-5L
- 3 BE PREPARED TO STOP
W3-4
- 4 RIGHT LANE CLOSED AHEAD
W20-5R
- 5 ROAD WORK AHEAD
W20-7
- 6 ROAD WORK AHEAD
W20-1
- 7 ROAD WORK 500 FT
W20-1



<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE:</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		NO.	DATE:							<p>DESIGNED BY: WW</p> <p>DRAFTED BY: TB/CK</p> <p>CHECKED BY: DB</p>	<p>CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045</p> <p>DAN JOHNSON DIRECTOR</p>	<p>RICHEY RD/HWY 212 SOUTH TCP</p> <p>KELSO ROAD / RICHEY ROAD PAVING PACKAGE</p> <p>DATE: 12/2020 PROJECT NO.: XX-2021-XXXXX</p>
NO.	DATE:											



PHASING NOTES:

- PHASE 1 - CONSTRUCT IMPROVEMENTS ON THE WESTBOUND TRAVEL LANE
- PHASE 2 - CONSTRUCT IMPROVEMENTS ON THE EASTBOUND TRAVEL LANE

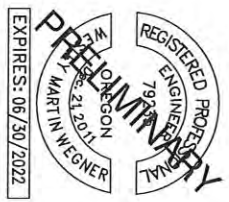
TRAFFIC CONTROL NOTES:

1. USE POLE BARRIERS TO IMPROVE EXISTING TRAFFIC TO USE THE DETOUR FOR PROPERTY ACCESS. PLACE CONES WITH ONE-WAY SIGN AT EVERY IMPROVED DRIVEWAY.
2. PLACE POLE BARRIERS AHEAD OF WORK ZONE ON KELSO ROAD AND ON HWY 26 IN EACH DIRECTION.
3. LARGE TRUCK TRAVEL SHALL NOT USE 312TH AVENUE DETOUR. TRUCKS SHALL BE ROUTED TO HWY 26 VIA KELSO INTERSECTION. PLACE SMALL MONITOR FOR TRUCKS ENDING THE ROUTE FROM INTERSECTION.
4. IMPROVEMENTS NEAR THE TRUCK ZONES SHOWN ON THIS PLAN SHALL BE COMPLETED BETWEEN THE HOURS OF 8:00 PM AND 5:00 AM OR AS SPECIFIED BY THE CONE VENDOR'S MANUAL.
5. PLACE CONES AND SIGNS AT EACH DRIVEWAY IMPACTED BY THE DETOUR INCLUDING ONE-WAY TRAFFIC.

TRAFFIC CONTROL LEGEND

- TRAFFIC BARRIER
- TRAFFIC SIGN ON TYPE I BARRIAGE, SIGN TYPE AS NOTED
- TRAFFIC SIGN ON TYPE II BARRIAGE, SIGN TYPE AS NOTED
- ▨ WORK ZONE (SEE PHASING NOTES)
- KELSO RD EAST BOUND TRAFFIC DETOUR
- PROPOSED TEMPORARY TRAVEL MOVEMENT DIRECTION
- EXISTING TRAVEL MOVEMENT DIRECTION
- ▲ FLAGGER/SPLITTER TO ASSIST IN INTERSECTION FLAGGING AND ACCESS TO PRIVATE PROPERTY
- Ⓢ FLAGGER LIGHT STATION (AS REQUIRED)

2 CM 39 5 3 8



REVISIONS	
NO.	DATE:
8	

DESIGNED BY: WW
 DRAFTED BY: TB/CK
 CHECKED BY: DB

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

DAN JOHNSON DIRECTOR

KELSO RD/HWY 26 TCP	
KELSO ROAD / RICHEY ROAD PAVING PACKAGE	
DATE: 12/2020	PROJECT NO.: XX-2021-XXXX

Highway Inventory Summary

Road Inventory and Classification Services

Please call RICS Unit at (503) 986-4157 if you have any questions.

Oregon Department of Transportation

Data source refreshed on 12/25/2020

2 C M 3 9 5 3 8

1 - 65 of 65 rows shown.

Roadway	Mileage Overlap	Mile	Roadway		Total	Total	L1	Engineering	Station		MEDIAN
Type	Code	Point Dup	Codes	Description	# of Lanes	Lane Width	Surface Width	SR TP	Code	ID	TYPE WIDTH
<i>Highway #: 174 CLACKAMAS-BORING Hwy</i>											
1		8.87 20	E E E E	END CLACKAMAS-BORING HWY. 174	1	16	26	AU F	558+58.42		0 0
1		8.87 10	U L L U	PORTLAND	1	16	26	AU F	558+58.42		0 0
1		8.87	S = = S	HWY. 026 M.P. 19.96	1	16	26	AU F	558+58.42		0 0
1		8.78			1	16	26	AU			0 0
1		8.62	= K	LEG (FROM SE 312TH AVE.)	1	12	24	AU			0 0
1		8.61	= K	SE 312TH AVE.	1	12	24	AU F	544+66.91		0 0
1		8.57	= K	LEG (TO SE 312TH AVE.)	2	24	36	AU			0 0
1		8.40	S =	LEG (TO HWY. 174 DECREASING RDWY)	2	24	36	AU F	533+50		0 0
1		8.37			1	13	23	AU			0 0
1		8.37	S =	HWY. 174 M.P. (2)8.37	1	13	23	AU F	44+55.68BK=532+11.49AH		0 0

Please note that on this report, median width does NOT include the width of inside shoulders.

Contact Road and Inventory Classification Services Unit with questions or if an error message appears on this report. Data compiled from TransInfo. Link to Glossary of terms: <http://www.oregon.gov/ODOT/Data/Documents/Highway-Reports-Field-Definitions.pdf>

Roadway	Mileage Overlap	Mile	Roadway		Total	Total	L1	Engineering	Station		MEDIAN
Type	Code	Point Dup	Codes	Description	# of Lanes	Lane Width	Surface Width	SR TP	Code	ID	TYPE WIDTH
1		8.29			2	25	46	AU			0 0
1		8.26		ENGSTA ATTACHED	2	25	33	AU F	455+10.6BK=39+00AH		0 0
1		8.14		MILEPOST 8.00	2	25	33	AU			0 0
1		8.00		MILEPOINT 8.00	2	25	33	AU F	449+54.92		0 0
1		7.92	-) + (-	(DFMS)S(1) 048"X048" CMP CIRC	2	25	33	AU			0 0

1	7.92	- + -	(DFMS)S(2) 072"X072" CMP CIRC N. FORK DEEP CREEK	2	25	33	AU			0	0
1	7.61	= K	SE LANI LN.	2	25	33	AU			0	0
1	7.55	= P	JANSEN LN.	2	25	33	AU			0	0
1	7.46	= P	MEADOW CREEK LN.	2	25	33	AU			0	0
1	7.36	= J	SE BURT LN.	2	25	33	AU			0	0
1	7.31			2	25	33	AU			0	0
1	7.30			2	25	48	AU			0	0
1	7.23		ENGSTA ATTACHED	2	25	48	AU	F	12+200.000BK=401+70.62AH	0	0
1	7.10		ENGSTA ATTACHED	2	24	58	AU	M	11+989.283	1	14
1	7.08			2	28	40	AU			0	0
1	7.07	K = 3	282ND AVE.	1	14	68	AU	M	11+930.997	1	14
1	7.06			2	28	51	AU			2	1
1	7.05		ENGSTA ATTACHED	2	26	59	AU	M	11+900.913	2	1
1	7.04			2	26	59	AU			2	1
1	7.03			2	26	49	AU			1	1
1	7.02			2	26	48	AU			2	1
1	7.01	K =	SE DEE ST.	2	26	48	AU	M	11+845.662	0	0
1	7.00		ENGSTA ATTACHED	2	26	46	AU	M	11+830.000	1	12
1	7.00		MILEPOINT 7.00	2	26	46	AU			1	12

2 C M 39 5 3 8

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Link to Glossary of terms: <http://www.oregon.gov/ODOT/Data/Documents/Highway-Reports-Field-Definitions.pdf>

Roadway	Mileage Overlap Type Code	Mile Point Dup	Roadway Codes	Description	# of Lanes	Total Lane Width	Total Surface Width	L1 SR TP	Engineering Code	Station ID	MEDIAN TYPE	WIDTH
1		6.90	K = = K	SE WALLY RD.	2	26	46	AU			1	12
1		6.88		ENGSTA ATTACHED	2	26	44	AU	M	382+92.45BK=11+627.251AH	0	0
1		6.87			2	26	44	AU			0	0
1		6.85	3 = K	SE RICHEY RD.	2	24	38	AU	F	371+98.75BK=380+69AH	0	0
1		6.83		ENGSTA ATTACHED	2	24	38	AU	F	370+53.52	0	0
1		6.82		ENGSTA ATTACHED	2	24	40	AU	F	370+10	0	0
1		6.82		ENGSTA ATTACHED	2	24	40	AU	F	370+00	0	0
1		6.72	Z =	SE GRANGE ST.	2	24	36	AU	F	365+00	0	0
1		6.68		ENGSTA ATTACHED	2	24	33	AU	F	362+80	0	0
1		6.63	K =	SE SCHOOL AVE.	2	24	48	AU	F	360+19	0	0
2		8.78	10 U L L U	PORTLAND	1	12	24	AU	F	539+22.36	0	0
2		8.78	S = = S	HWY. 026 M.P. (2)19.59	1	12	24	AU	F	539+22.36	0	0
2		8.74	S U U S		1	12	24	AU	F	537+00	0	0

Roadway	Type	Mileage	Overlap	Mile	Point Dup	Roadway Codes	Description	# of Lanes	Total Lane Width	Total Surface Width	L1 SR TP	Engineering Station ID	MEDIAN TYPE	WIDTH
							HWY. 174 M.P. (2)8.49							
2		8.59				= S	174AB CONN. M.P. 2C8.59	1	12	24	AU F	529+25	0	0
2		8.55						1	12	36	AU		0	0
2		8.54				S =	LEG (FROM 17400D00)	1	12	48	AU		0	0
2		8.53					ENGSTA ATTACHED	1	12	48	AU F	526+18.53	0	0
2		8.53				= S	174AA CONN. (COMPTON RD.) M.P. 1C8.53	1	12	48	AU F	53+16.63	0	0
2		8.51				S =	LEG (TO 17400D00)	2	24	36	AU	2 C M 3 9 5 3 8	0	0
2		8.50				+	END STRUCTURE	2	24	36	AU F	51+62.90	0	0
2		8.49				S O + O S	HWY. 174 M.P. (2)8.74	2	24	46	CU F	50+65	0	0

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Roadway	Type	Mileage	Overlap	Mile	Point Dup	Roadway Codes	Description	# of Lanes	Total Lane Width	Total Surface Width	L1 SR TP	Engineering Station ID	MEDIAN TYPE	WIDTH
2		8.48				S O + O S	HWY. 026 M.P. (2)19.54	2	24	46	CU		0	0
2		8.47	10			= + =	0349' 13492	2	24	46	CU F	49+88.40	0	0
2		8.47				S O + O S	HWY. 026 M.P. 19.54	2	24	46	CU F	49+88.40	0	0
2		8.44				+	BEG. STRUCTURE	2	24	46	CU F	48+13.90	0	0
2		8.43				= S	LEG (FROM HWY. 174)	2	24	46	AU		0	0
2		8.39	10			= S	LEG (TO HWY. 174)	2	24	44	AU F	45+45.80	0	0
2		8.39				S =	026AK CONN. M.P. 1C19.49	2	24	44	AU F	45+45.80	0	0
2		8.37	20			S =	LEG (FROM 026AK CONN.)	2	24	44	AU F	44+55.68	0	0
2		8.37	10			U E E U	PORTLAND	2	24	44	AU F	44+55.68	0	0
2		8.37				S = = S	HWY. 174 M.P. 8.37	2	24	44	AU F	44+55.68	0	0

Please note that on this report, median width does NOT include the width of inside shoulders.

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SE Comp

SE Compton Rd

SE Orient Dr

SE Kelso I

U.S. Hwy 26

SE Compton Rd

26

212

212

Boring Rd

Boring

Chickaree-Boring Hwy. Dist. No. 174

RICHEY RD

KELSO RD

Isefi Nursery

2CM39538

Mountain View Golf Course

SE Amisiger Rd

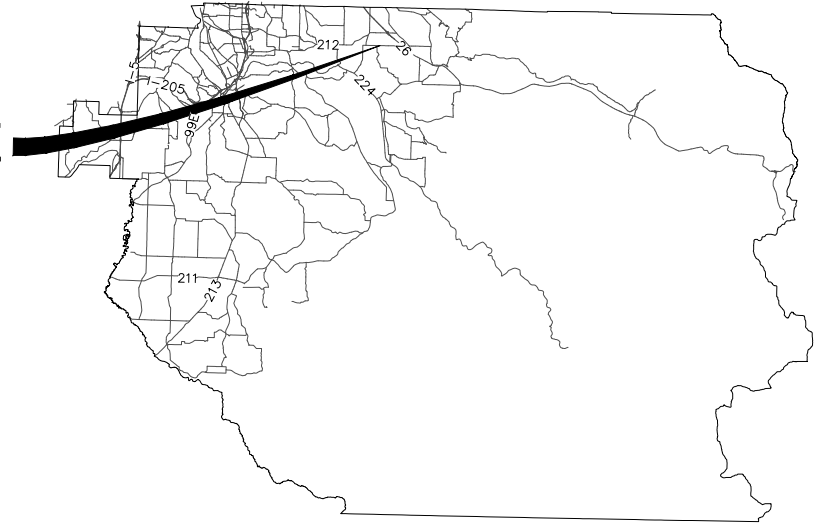
SE 7

CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

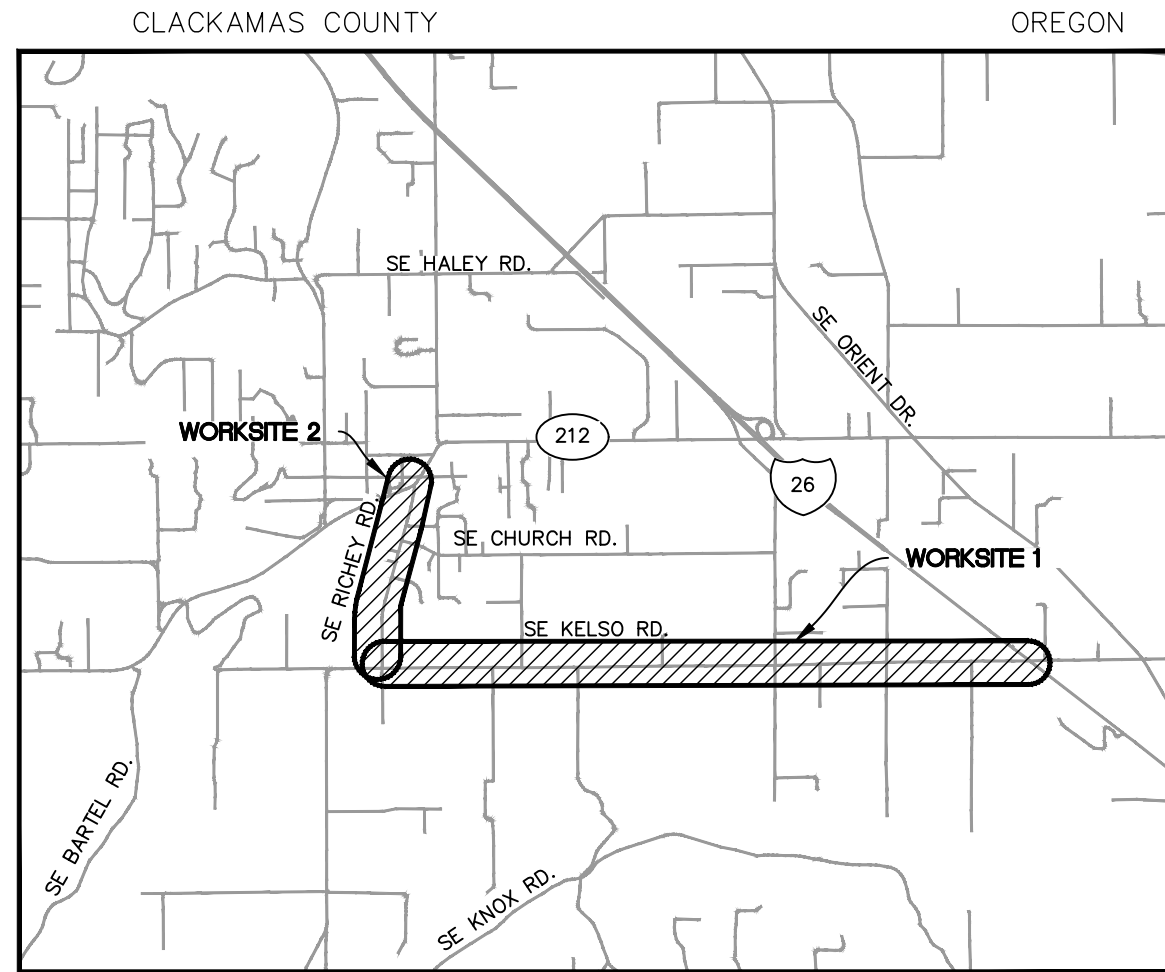
PLANS FOR PROPOSED PROJECT
PAVING, GRINDING, AND GRADING

SE KELSO RD / SE RICHEY RD PAVING PACKAGE

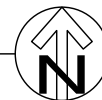
WORKSITE 1 - SE KELSO ROAD - RD# 23142
WORKSITE 2 - SE RICHEY ROAD - RD# 23149



INDEX OF SHEETS	
1	COVER SHEET
2	GENERAL NOTES & LEGEND
3	TYPICAL SECTIONS
4	ACP & UTILITY DETAILS
5	DETAILS
6-8	TRAFFIC CONTROL PLANS
9-20	SE KELSO ROAD PLANS
21-24	SE RICHEY ROAD PLANS



VICINITY MAP
NOT TO SCALE



T. 2S, R. 3E, SEC. 1
T. 2S, R. 4E, SEC. 4-6

ATTENTION !

OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0100. YOU MAY OBTAIN COPIES OF THE RULES FROM THE CENTER OR ANSWERS TO QUESTIONS ABOUT THE RULES BY CALLING (503) 232-1987.



EXPIRES: 06/30/2022

COVER SHEET

KELSO ROAD / RICHEY ROAD
PAVING PACKAGE

DATE: 01/2021 PROJECT NO.: CI-3-22306

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



DAN JOHNSON
DIRECTOR

DESIGNED BY: WW
DRAFTED BY: TB/CK
CHECKED BY: DB

REVISIONS

NO.	DATE:

Sheet No.
1

P:\15\15044 CLACKAMAS 2021 PAVING\500 DWG\501 PLAN SHEETS\501.1 KELSO-RICHEY PACKAGE\GENERAL NOTES & LEGEND.DWG 1/29/2021 10:02 AM

GENERAL NOTES:

- COORDINATE VALVE, MANHOLES AND UTILITY VAULT/BOX ADJUSTMENTS WITH UTILITIES.
- PAVE DRIVEWAY TRANSITIONS. DEPTH, WIDTH AND LENGTH (2'-25') WILL VARY. LIMITS TO BE DETERMINED BY ENGINEER AFTER WEARING COURSE APPLIED.
- CONTRACTOR TO RESTORE SHOULDER 2'-4' WIDTH, SEE DETAIL.
- ALL WORK AND MATERIALS SHALL CONFORM TO THESE PLANS AND THE APPLICABLE PROVISIONS OF THE CLACKAMAS COUNTY ROADWAY STANDARDS.
- IN ORDER TO PROTECT UNDERGROUND FACILITIES, EXCAVATORS PERFORMING THE WORK SET FORTH ON THESE PLANS MUST COMPLY WITH THE PROVISIONS OF ORS 757.557 (REQUIRES CONTRACTOR TO NOTIFY THE OREGON UTILITY NOTIFICATION CENTER AT LEAST 48 HOURS, BUT NO MORE THAN 10 BUSINESS DAYS, PRIOR TO ANY EXCAVATION).
- THE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS IS APPROXIMATE AND SHOWN FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED PRIOR TO COMMENCING CONSTRUCTION. NOTIFY ENGINEER AND DTD TRANSPORTATION MAINTENANCE OF ANY DISCREPANCIES PRIOR TO INITIATING THE CONSTRUCTION OF THE FACILITIES.
- THE CONTRACTOR SHALL CONTROL TRAFFIC THROUGH THE PROJECT SITE IN CONFORMANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND OREGON SUPPLEMENTS. THE CONTRACTOR SHALL, AT ALL TIMES, MAINTAIN LOCAL ACCESS FOR EMERGENCY VEHICLES, BUSINESSES, BUSES, AND HOMEOWNERS ALONG THE PROJECT SITE.
- WHEN TRAFFIC DELAYS ARE TO BE EXPECTED, THE CONTRACTOR SHALL NOTIFY THE APPLICABLE AGENCIES, INCLUDING TRIMET, SCHOOL DISTRICT, EMERGENCY SERVICES, AND LOCAL BUSINESSES.
- THE CONTRACTOR SHALL HAVE A MINIMUM OF ONE (1) SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION PHASES.
- FINAL CLEANUP - PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL CLEAN THE WORK SITE AND ADJACENT AREAS OF ANY DEBRIS, DISCARDED ACP, CONCRETE OR OTHER ITEMS DEPOSITED BY THE CONTRACTOR'S PERSONNEL DURING THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL ALSO RESTORE ALL SURFACES DISTURBED BY RELATED CONSTRUCTION ACTIVITIES.

SURVEY NOTES:

- VERTICAL DATUM: NAVD88 UTILIZING GPS POSITIONING TIED TO THE ORGN WITH REAL TIME CORRECTORS REFERENCED TO DATUM NAD83 (2011) EPOCH 2010.00. THIS DATUM REALIZATION WAS VERIFIED THROUGH DIRECT OBSERVATION TO NGS CONTROL POINT Q723 HAVING A POINT IDENTIFICATION OF RD1491. THIS POINT IS DESCRIBED AS A STAINLESS STEEL ROD WITH SLEEVE NEAR THE INTERSECTION OF STATE HIGHWAY 224 AND LAKE ROAD. THE ELEVATION OF THIS POINT IS PUBLISHED AS 31.131 METERS (102.14 FEET) AND WAS ESTABLISHED BY NGS THROUGH DIFFERENTIAL LEVELING AND ADJUSTED BY THE NATIONAL GEODETIC SURVEY IN JUNE 1991, AND HAS A VERTICAL ORDER OF FIRST CLASS II.
- HORIZONTAL DATUM: GPS OBSERVATIONS TIED TO THE OREGON REAL-TIME GNSS NETWORK (ORGN). OREGON COORDINATE REFERENCE SYSTEM ,PORTLAND ZONE, NAD 83 (2011) (EPOCH 2010.00).

RIGHT-OF-WAY REPRESENTATION:

- ALL LINE-WORK SHOWN RELATING PROPERTY BOUNDARY TO SCAN DATA IS FOR GRAPHICAL REPRESENTATION ONLY. ANY APPARENT DISCREPANCIES BETWEEN SAID DATA WILL REQUIRE FIELD VERIFICATION THROUGH A PROPER RIGHT-OF-WAY RESOLUTION.

GENERAL CONSTRUCTION PHASING AND STAGING NOTES

- THE CONTRACTOR SHALL COMPLETE THE PROJECT IN ACCORDANCE WITH AN APPROVED PHASING PLAN AND IN ACCORDANCE WITH THE SPECIAL PROVISIONS. THE PLAN SHEETS REFLECT THE GENERAL PHASING AND TRAFFIC CONTROL REQUIREMENTS FOR THE PROJECT. THE CONTRACTOR SHALL SUBMIT A DETAILED PHASING PLAN FOR REVIEW AND APPROVAL BY THE COUNTY PRIOR TO BEGINNING WORK.
- RESTORE NORMAL TRAFFIC MOVEMENTS BY THE CLOSE OF EVERY WORKING DAY.
- AT THE END OF EACH WORK DAY, CLEAN UP THE PROJECT AREA AND LEAVE IT IN A NEAT AND SECURED MANNER.
- CONTRACTOR SHALL OBTAIN STORAGE AND PARKING AREAS ON PRIVATE PROPERTY IF NEEDED. NO STAGING AREAS HAVE BEEN SECURED FOR THE CONTRACTOR'S USE.
- CONTRACTOR'S EMPLOYEES, SUPPLIERS, AND SUBCONTRACTORS SHALL NOT PARK OR UTILIZE PRIVATE DRIVEWAYS OR PARKING LOTS WITHOUT PRIOR WRITTEN PERMISSION FROM THE PROPERTY OWNERS.
- MATERIALS MAY NOT BE STORED OR STOCKPILED, NOR MAY EQUIPMENT THAT IS NOT OPERATING BE PARKED ON STREETS WITHIN THE PROJECT LIMITS UNLESS SAFELY LOCATED WITHIN A CLOSED WORK ZONE AND MINIMUM CLEAR SPACE DISTANCES ARE PROVIDED IN ACCORDANCE WITH THE SPECIFICATIONS.
- SEE ODOT RIGHT-OF-WAY PERMIT FOR WORK HOUR RESTRICTIONS AND ADDITIONAL PROVISIONS.

ACCESS AND COORDINATION REQUIREMENTS

- ACCESS FOR EMERGENCY SERVICES SHALL BE MAINTAINED AT ALL TIMES. CONTRACTOR SHALL INFORM EMERGENCY SERVICES OF ALL TRAFFIC CONTROL MODIFICATIONS, PRIOR TO IMPLEMENTATION.
- MAINTAIN VEHICULAR AND PEDESTRIAN ACCESS TO BUSINESSES AND RESIDENCES AT ALL TIMES. TEMPORARY INTERRUPTIONS IN ACCESS SHALL BE COORDINATED BY THE CONTRACTOR WITH THE PROPERTY OWNER/TENANT, AND THE COUNTY'S INSPECTOR PRIOR TO IMPLEMENTING CLOSURE.
- CONTRACTOR SHALL COORDINATE ACCESS FOR SERVICES INCLUDING, BUT NOT LIMITED TO: MAIL DELIVERY, TRASH PICKUP, TRANSIT, AND ANY SPECIAL TRANSPORTATION SERVICES THAT EXIST WITHIN THE PROJECT AREA.
- THE CONTRACTOR SHALL COORDINATE DELIVERY AND ACCESS NEEDS WITH EACH INDIVIDUAL BUSINESS/RESIDENCE WITHIN THE PROJECT LIMITS AND ADJUST CONSTRUCTION ACTIVITIES AS NECESSARY TO ENSURE BUSINESS AND RESIDENT INGRESS AND EGRESS NEEDS ARE MAINTAINED THROUGHOUT CONSTRUCTION.
- INFORM AND CONTACT ALL AFFECTED RESIDENTS AND BUSINESSES WITH SPECIAL WRITTEN NOTICES, APPROVED BY THE ENGINEER, WITHIN THE PROJECT AREA 48 HOURS BEFORE EACH WORK ACTIVITY THAT WILL IMPACT THEIR BUSINESS.

GENERAL TRAFFIC CONTROL NOTES

- THE MINIMUM TRAFFIC CONTROL MEASURES NOTED ON THE APPROVED TRAFFIC CONTROL PLANS SHALL BE INSTALLED PRIOR TO START OF ANY OTHER WORK ON THE PROJECT.
- THE CONTRACTOR SHALL PROVIDE TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC IN ACCORDANCE WITH APPROVED TEMPORARY TRAFFIC CONTROL PLANS, SUPPLEMENTAL TEMPORARY TRAFFIC CONTROL PLANS PREPARED BY THE CONTRACTOR, THE RIGHT-OF-WAY PERMITS ISSUED FOR THIS PROJECT, AND CURRENT VERSIONS OF THE MUTCD, THE OREGON TEMPORARY TRAFFIC CONTROL HANDBOOK, AND ODOT/APWA STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- TRAFFIC CONTROL PLANS FOR SPECIFIC GENERAL PHASES OF WORK ARE CONTAINED HEREIN AS REQUIRED TO OBTAIN NECESSARY PERMITS FROM OTHER AGENCIES. THE CONTRACTOR SHALL ADOPT THE TRAFFIC CONTROL PLANS INCLUDED OR SUBMIT ALTERNATIVE PLANS FOR REVIEW AND APPROVAL. THE INCLUDED PLANS DO NOT RELIEVE THE CONTRACTORS RESPONSIBILITY TO SUBMIT DETAILED TRAFFIC CONTROL PLANS DURING CONSTRUCTION FOR PHASES OF WORK NOT SPECIFICALLY SHOWN INCLUDING WORK THAT IMPACTS ALL OTHER INTERSECTIONS WITHIN THE PROJECT LIMITS.
- CONTRACTOR TO SUBMIT TRAFFIC CONTROL PLANS PREPARED BY A TRAFFIC CONTROL SUPERVISOR TO CLACKAMAS COUNTY FOR REVIEW A MINIMUM OF TWO WEEK PRIOR TO CONSTRUCTION. DISTRICT WILL DISTRIBUTE TRAFFIC CONTROL PLAN(S) TO APPROPRIATE AGENCIES FOR REVIEW AND APPROVAL.
- THE TRAFFIC CONTROL SUPERVISOR SHALL BE RESPONSIBLE FOR MAKING ADJUSTMENTS TO THE APPROVED TRAFFIC CONTROL PLANS TO BETTER MANAGE TRAFFIC CONDITIONS. ADDITIONAL SIGNAGE, DELINEATION, AND PERSONNEL MAY BE NECESSARY TO SAFELY DETOUR TRAFFIC AROUND THE WORK ZONES.
- WITHIN ODOT RIGHT OF WAY OR WHEN WORK IMPACTS ODOT OWNED FACILITIES, ODOT RESERVES THE RIGHT TO ADD TO OR MODIFY TRAFFIC CONTROL REQUIREMENTS AS MAY BE NECESSARY TO EFFECTIVELY CONTROL TRAFFIC AND TO ASSURE PUBLIC SAFETY IN ACCORDANCE WITH THE MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES AND OREGON AMENDMENTS AS REQUIRED. ODOT MAY REQUIRE ADDITIONAL TRAFFIC CONTROL MEASURES AS NEEDED TO PROVIDE FOR PUBLIC SAFETY WHEN ODOT FACILITIES ARE IMPACTED BY CONSTRUCTION. NOTIFY ODOT A MINIMUM OF 14 CALENDAR DAYS BEFORE STARTING WORK THAT WILL IMPACT ODOT FACILITIES.
- ACCESS THROUGH THE WORK ZONE MUST BE PROVIDED AT ALL TIMES TO VEHICULAR TRAFFIC. STREET CLOSURES WILL NOT BE PERMITTED UNLESS SHOWN OR APPROVED BY CLACKAMAS COUNTY IN WRITING.
- EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION SIGNING ARE TO BE COVERED OR REMOVED AND REINSTALLED AFTER CONSTRUCTION.
- GRADE CHANGES WITHIN THE TRAVELED LANE OR A VERTICAL CHANGE OF MORE THAN 1" WILL REQUIRE TEMPORARY ACP RAMPS WITH PAPER OR SAND JOINTS AS NEEDED.
- USE TEMPORARY PAVEMENT MARKERS, BARRIERS, BARRICADES, AND SIGNS AS REQUIRED TO SAFELY DETOUR PEDESTRIAN AND VEHICULAR TRAFFIC AROUND CONSTRUCTION. LABEL TYPE AND LOCATION FOR ALL ITEMS ON TRAFFIC CONTROL PLANS. COORDINATE ACTUAL SIGN LOCATIONS WITH ENGINEER PRIOR TO INSTALLATION.
- APPROPRIATE METHODS OF PEDESTRIAN AND VEHICULAR TRAFFIC CONTROL, INCLUDING FLAGGERS, SHALL BE UTILIZED BY THE CONTRACTOR TO THE EXTENT DEEMED NECESSARY BY THE TRAFFIC CONTROL SUPERVISOR AND AS APPROVED BY CLACKAMAS COUNTY AND THE ENGINEER TO PROTECT WORKERS OR THIRD PARTIES AND SAFELY ACCOMMODATE TRAFFIC THROUGH THE WORK ZONE.
- TEMPORARY TRAVEL LANES SHALL BE A MINIMUM OF 10 FEET WIDE.
- INSTALL PCMS BOARDS PRIOR TO WORK ZONE ON KELSO RD, RICHEY ROAD, HWY 212 AND HWY 26.
- ALL TCD, INCLUDING PLACEMENT AND SPACING, SHALL CONFORM TO THE MUTCD, OREGON TEMPORARY TRAFFIC CONTROL HANDBOOK, ODOT/APWA STANDARD SPECIFICATIONS AND APPLICABLE PERMITS.
- ALL WORK ON KELSO RD AND RICHEY ROAD THAT DOES NOT IMPACT THE INTERSECTIONS WITH HWY 212, HWY 26 AND THE KELSO/RICHEY INTERSECTION SHALL FOLLOW ODOT TM850 AS AMENDED BY THE CONTRACTOR. ALL WORK ZONES LONGER THAN 500 FEET IN LENGTH SHALL REQUIRE THE USE OF A PILOT CAR. WHEN A PILOT CAR IS USED, CONES AND SIGNAGE SHALL BE PLACED AT EACH DRIVEWAY PER THE DETAIL, THIS SHEET.

LEGEND

- 12345 EXISTING PROPERTY ADDRESS
- EXISTING ROW/PROPERTY LINE
- EXISTING EDGE OF PAVEMENT
- EXISTING CONCRETE
- EXISTING GRAVEL
- Ⓢ EXISTING SANITARY MANHOLE
- Ⓣ EXISTING STORM MANHOLE
- Ⓣ EXISTING TELEPHONE MANHOLE
- Ⓢ EXISTING CATCH BASIN
- Ⓢ EXISTING AREA DRAIN
- Ⓢ EXISTING FIRE HYDRANT
- Ⓢ EXISTING WATER METER
- Ⓢ EXISTING WATER VALVE
- Ⓢ EXISTING UTILITY POLE
- Ⓢ EXISTING MAILBOX
- EXISTING MONUMENT
- EXISTING SIGN
- PROPOSED SAWCUT

ODOT STANDARD DRAWINGS

- RD100
- RD101
- RD 610
- RD 615
- RD 701
- RD 1005
- RD 1010
- RD 1032
- TM 500-503
- TM 515
- TM 517
- TM 530
- TM 531
- TM 560
- TM 561
- TM 800
- TM 810
- TM 820
- TM 821
- TM 840
- TM 841
- TM 842
- TM 850

COUNTY ROADWAY STANDARD DRAWINGS

- D500
- M100
- M150
- S100
- S150



PILOT CAR SIGN
NTS

NOTES:

- SIGN TO BE PLACED AT EACH DRIVEWAY APPROACH WHEN PILOT CAR IS USED.
- SIGN SHALL CONFORM TO ODOT DRAWING CR4-20 OR CR4-20A.

GENERAL NOTES & LEGEND
KELSO ROAD / RICHEY ROAD
PAVING PACKAGE

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR

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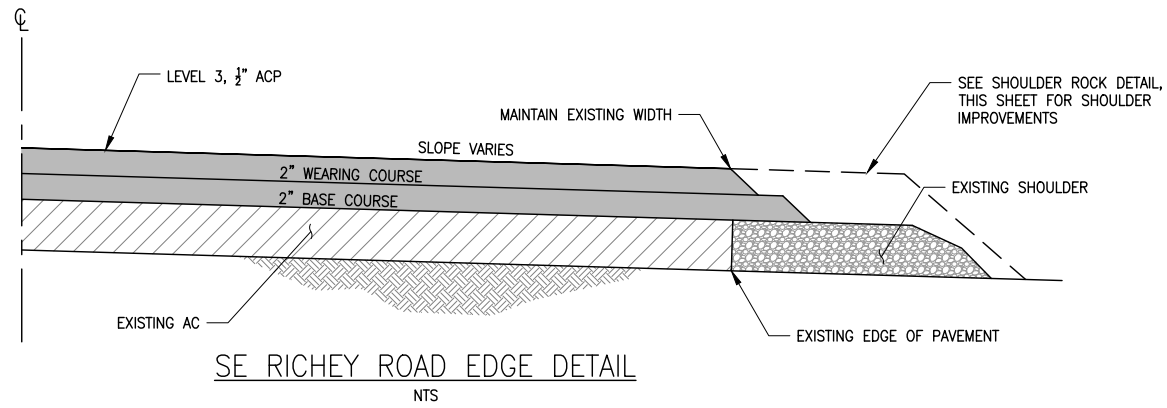
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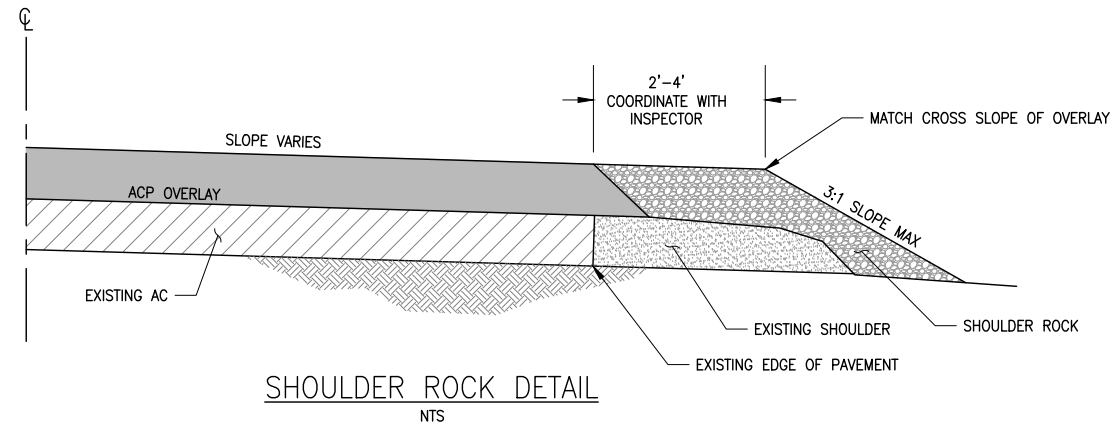
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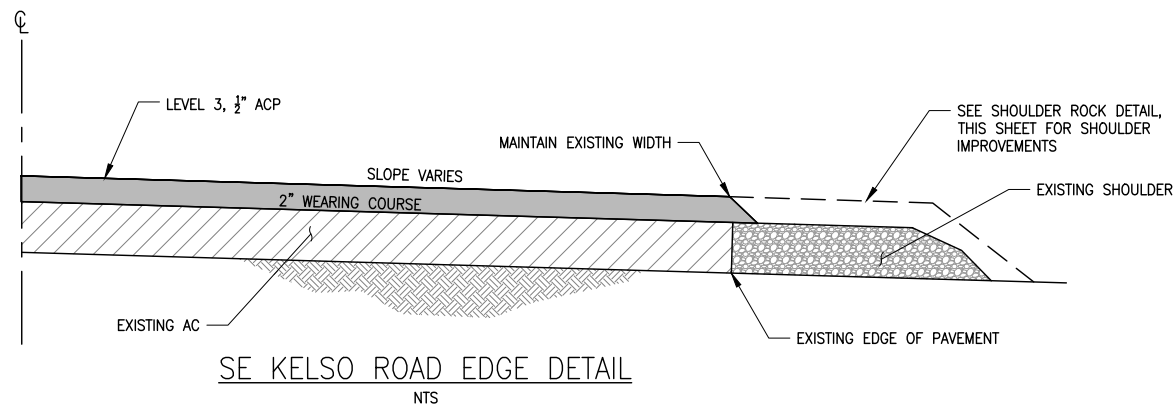
SE RICHEY ROAD EDGE DETAIL

NTS



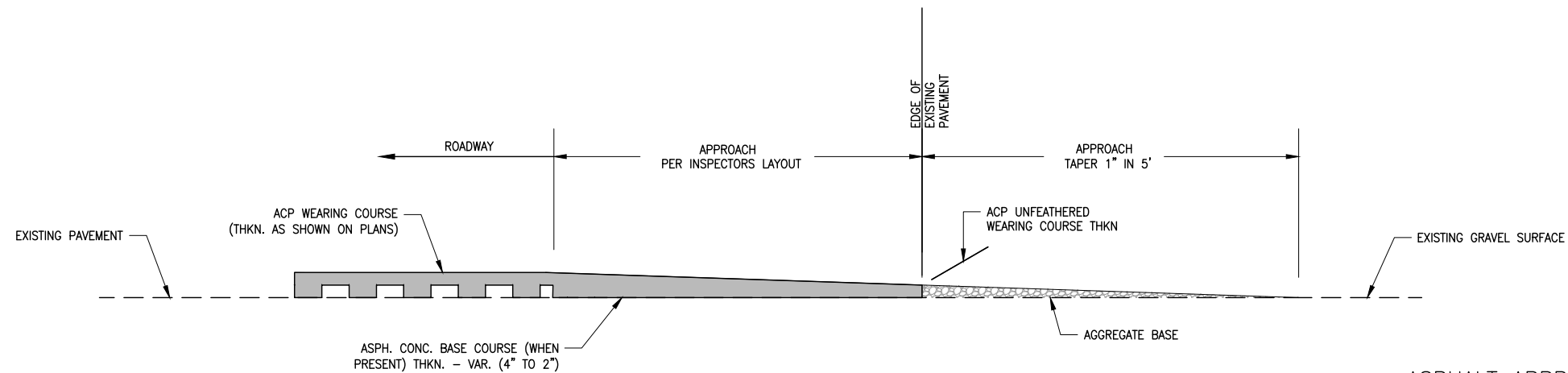
SHOULDER ROCK DETAIL

NTS



SE KELSO ROAD EDGE DETAIL

NTS



METHOD OF FEATHERING ACP PAVEMENT AT GRAVEL APPROACHES

NTS

ASPHALT APPROACH GENERAL NOTES:

1. ASPHALT APPROACHES ON PLANS ARE VISUAL FOR ESTIMATING PURPOSES ONLY. ASPHALT APPROACHES SHALL BE BUILT PER THE INSPECTOR'S FIELD LAYOUT. INSPECTOR WILL LAYOUT ASPHALT APPROACHES AFTER MAIN LINE PAVING HAS BEEN COMPLETED.



EXPIRES: 06/30/2022

TYPICAL SECTIONS

KELSO ROAD / RICHEY ROAD PAVING PACKAGE

DATE: 01/2021 PROJECT NO.: CI-3-22306

CLACKAMAS COUNTY

DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



DAN JOHNSON

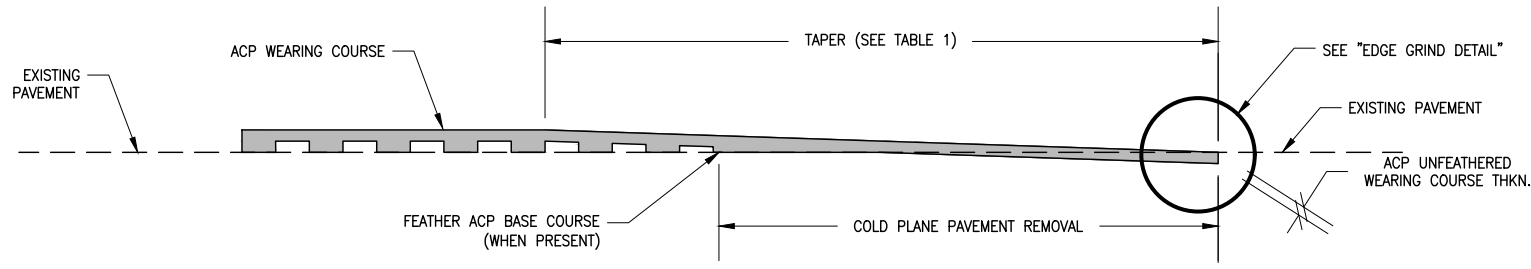
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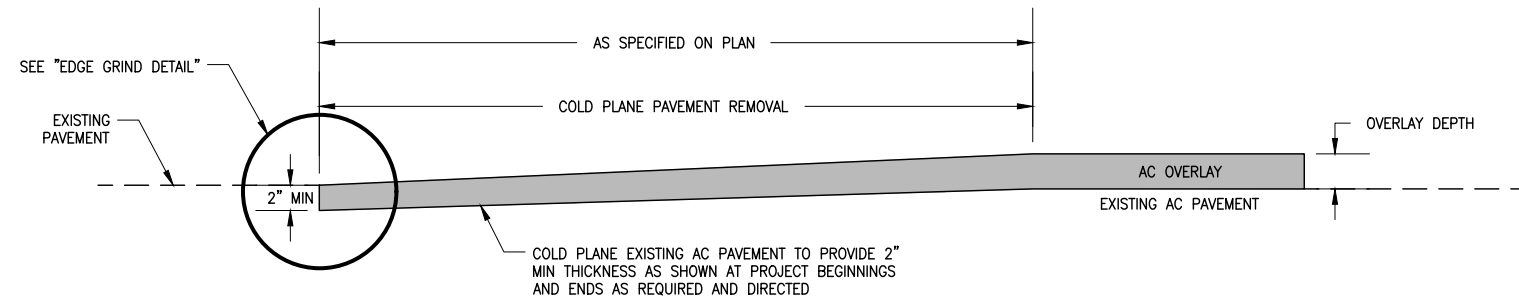
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Sheet No. 3

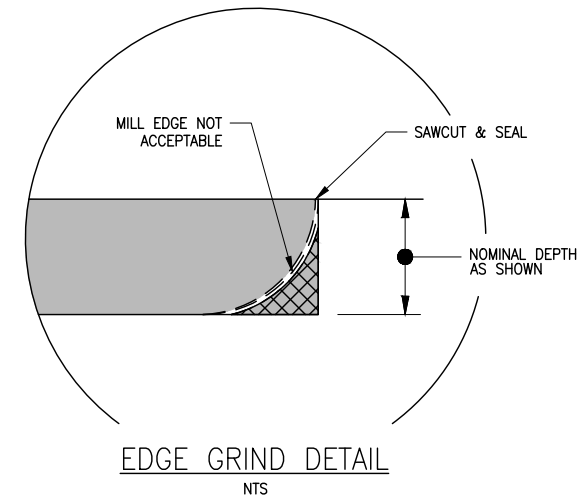


METHOD A
NTS

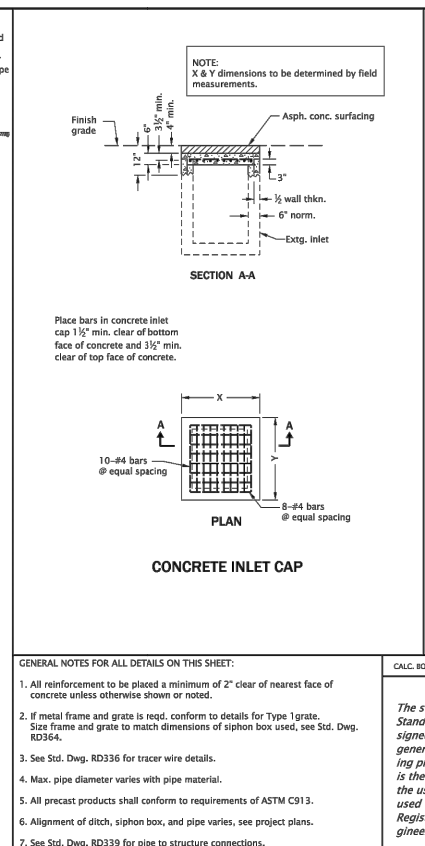
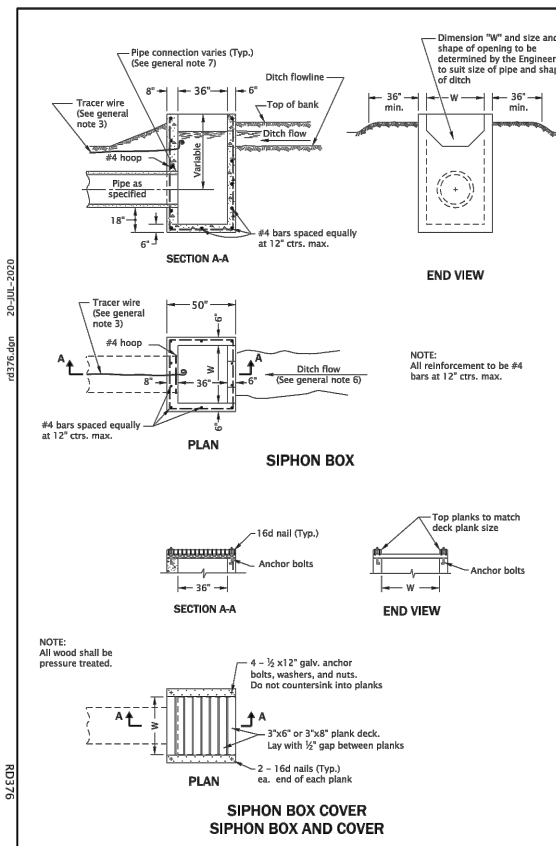


METHOD C
OVERLAY TRANSITION (BUTT GRIND)
NTS

TABLE 1	
TAPER LENGTHS	
POSTED SPEED	TAPER LENGTH
< 45 MPH	1" PER 50'
≥ 45 MPH	1" PER 100'



EDGE GRIND DETAIL
NTS



GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:

- All reinforcement to be placed a minimum of 2" clear of nearest face of concrete unless otherwise shown or noted.
- If metal frame and grate is reqd, conform to details for Type 1 grate. Size frame and grate to match dimensions of siphon box used, see Std. Dwg. RD364.
- See Std. Dwg. RD336 for tracer wire details.
- Max. pipe diameter varies with pipe material.
- All precast products shall conform to requirements of ASTM C913.
- Alignment of ditch, siphon box, and pipe varies, see project plans.
- See Std. Dwg. RD339 for pipe to structure connections.

Effective Date: December 1, 2020 - May 31, 2021

OREGON STANDARD DRAWINGS
MISCELLANEOUS
DRAINAGE STRUCTURES
SIPHON BOX, INLET CAP &
INLET ADJUSTMENT

2021

RD376

ACP & UTILITY DETAILS
KELSO ROAD / RICHEY ROAD
PAVING PACKAGE

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

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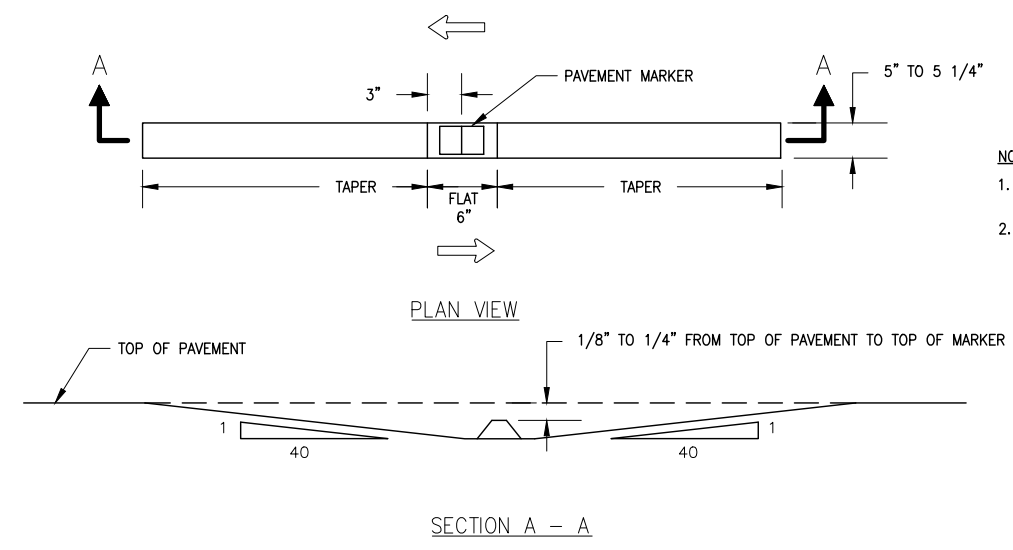
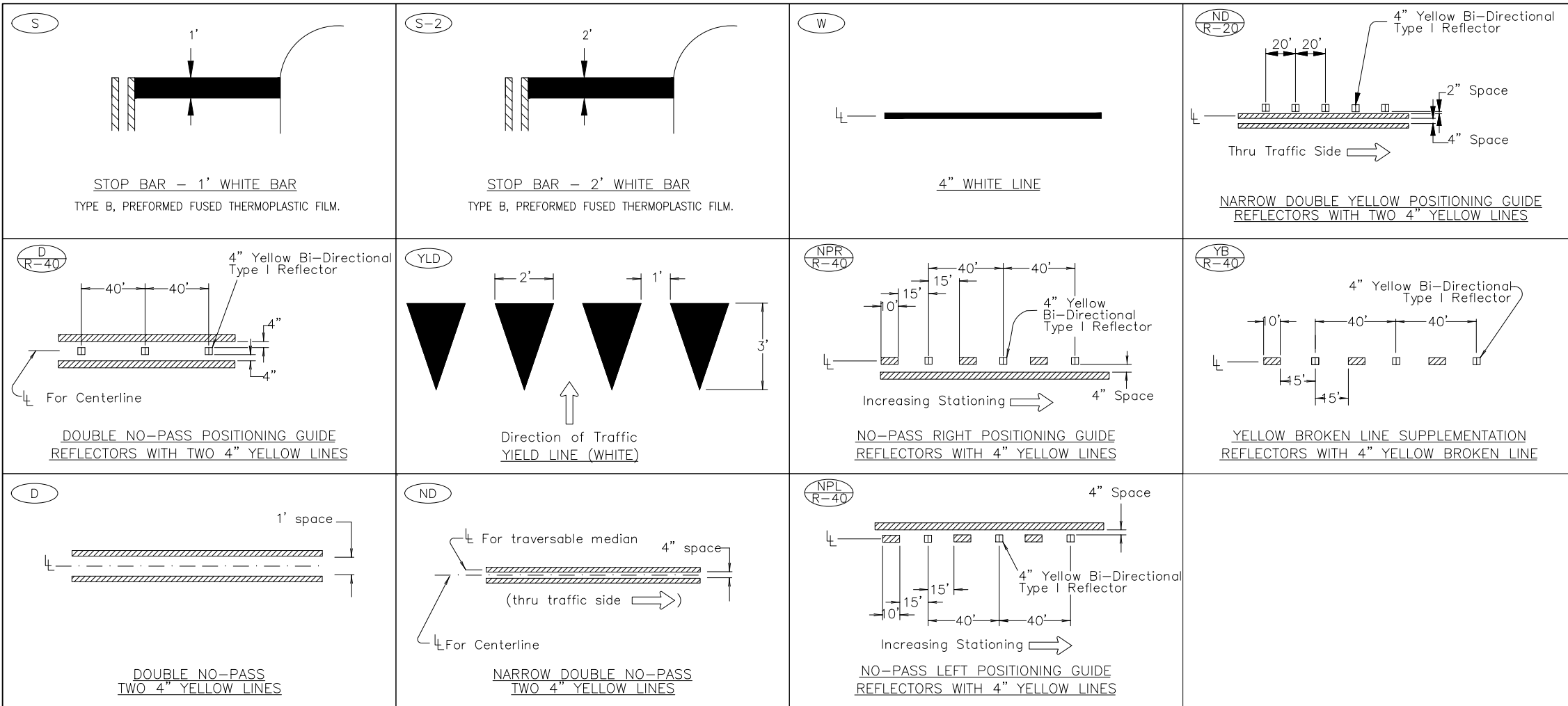
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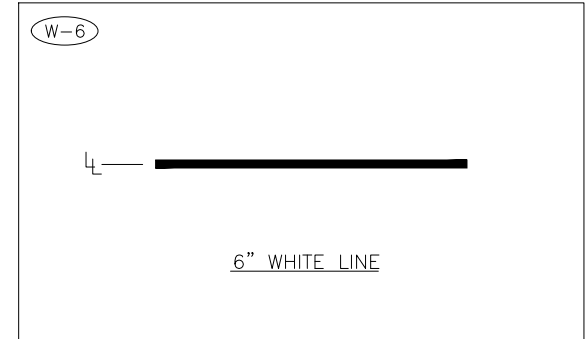


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- NOTES:**
1. LW= LANE WIDTH= DISTANCE BETWEEN STRIPES (CENTER TO CENTER)
 2. REFLECTIVE PAVEMENT MARKERS SHALL BE RECESSED PER DETAIL.



BI-DIRECTIONAL RECESSED PAVEMENT MARKER DETAIL
NTS

DETAILS
KELSO ROAD / RICHEY ROAD PAVING PACKAGE
DATE: 01/2021 PROJECT NO.: CI-3-22306

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045
DAN JOHNSON DIRECTOR

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NO.	DATE:	REVISIONS



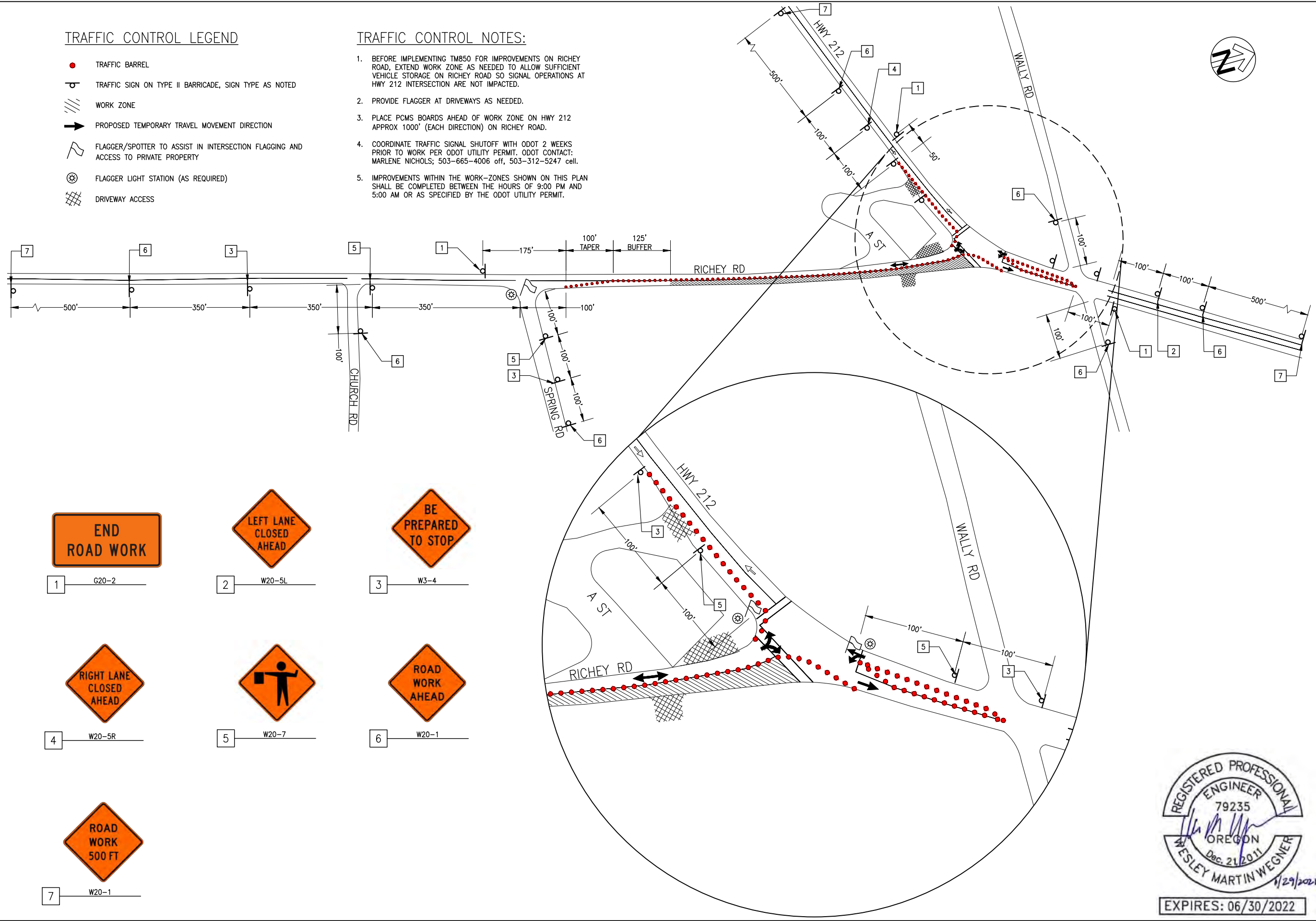
EXPIRES: 06/30/2022

TRAFFIC CONTROL LEGEND

- TRAFFIC BARREL
- TRAFFIC SIGN ON TYPE II BARRICADE, SIGN TYPE AS NOTED
- WORK ZONE
- PROPOSED TEMPORARY TRAVEL MOVEMENT DIRECTION
- FLAGGER/SPOTTER TO ASSIST IN INTERSECTION FLAGGING AND ACCESS TO PRIVATE PROPERTY
- FLAGGER LIGHT STATION (AS REQUIRED)
- DRIVEWAY ACCESS

TRAFFIC CONTROL NOTES:

1. BEFORE IMPLEMENTING TM850 FOR IMPROVEMENTS ON RICHEY ROAD, EXTEND WORK ZONE AS NEEDED TO ALLOW SUFFICIENT VEHICLE STORAGE ON RICHEY ROAD SO SIGNAL OPERATIONS AT HWY 212 INTERSECTION ARE NOT IMPACTED.
2. PROVIDE FLAGGER AT DRIVEWAYS AS NEEDED.
3. PLACE PCMS BOARDS AHEAD OF WORK ZONE ON HWY 212 APPROX 1000' (EACH DIRECTION) ON RICHEY ROAD.
4. COORDINATE TRAFFIC SIGNAL SHUTOFF WITH ODOT 2 WEEKS PRIOR TO WORK PER ODOT UTILITY PERMIT. ODOT CONTACT: MARLENE NICHOLS; 503-665-4006 off, 503-312-5247 cell.
5. IMPROVEMENTS WITHIN THE WORK-ZONES SHOWN ON THIS PLAN SHALL BE COMPLETED BETWEEN THE HOURS OF 9:00 PM AND 5:00 AM OR AS SPECIFIED BY THE ODOT UTILITY PERMIT.



 1 G20-2	 2 W20-5L	 3 W3-4
 4 W20-5R	 5 W20-7	 6 W20-1
 7 W20-1		



EXPIRES: 06/30/2022

RICHEY RD/HWY 212 NORTH TCP
KELSO ROAD / RICHEY ROAD PAVING PACKAGE

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

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DIRECTOR

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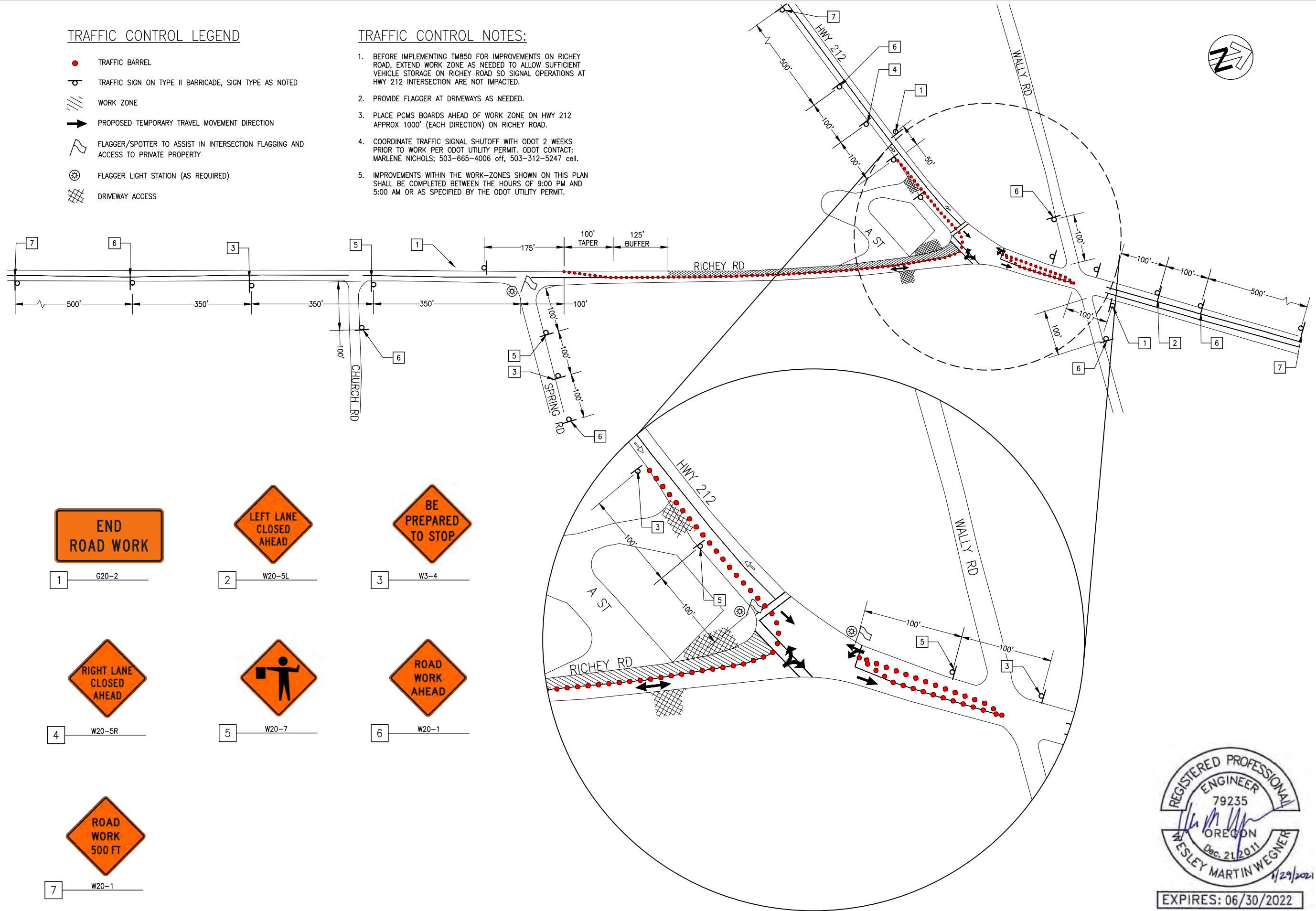
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NO.	DATE:

TRAFFIC CONTROL LEGEND

- TRAFFIC BARREL
- TRAFFIC SIGN ON TYPE II BARRICADE, SIGN TYPE AS NOTED
- WORK ZONE
- PROPOSED TEMPORARY TRAVEL MOVEMENT DIRECTION
- FLAGGER/SPOTTER TO ASSIST IN INTERSECTION FLAGGING AND ACCESS TO PRIVATE PROPERTY
- FLAGGER LIGHT STATION (AS REQUIRED)
- DRIVEWAY ACCESS

TRAFFIC CONTROL NOTES:

1. BEFORE IMPLEMENTING TM850 FOR IMPROVEMENTS ON RICHEY ROAD, EXTEND WORK ZONE AS NEEDED TO ALLOW SUFFICIENT VEHICLE STORAGE ON RICHEY ROAD SO SIGNAL OPERATIONS AT HWY 212 INTERSECTION ARE NOT IMPACTED.
2. PROVIDE FLAGGER AT DRIVEWAYS AS NEEDED.
3. PLACE PCMS BOARDS AHEAD OF WORK ZONE ON HWY 212 APPROX 1000' (EACH DIRECTION) ON RICHEY ROAD.
4. COORDINATE TRAFFIC SIGNAL SHUTOFF WITH ODOT 2 WEEKS PRIOR TO WORK PER ODOT UTILITY PERMIT. ODOT CONTACT: MARLENE NICHOLS; 503-665-4006 off, 503-312-5247 cell.
5. IMPROVEMENTS WITHIN THE WORK-ZONES SHOWN ON THIS PLAN SHALL BE COMPLETED BETWEEN THE HOURS OF 9:00 PM AND 5:00 AM OR AS SPECIFIED BY THE ODOT UTILITY PERMIT.



1 G20-2



2 W20-5L



3 W3-4



4 W20-5R



5 W20-7



6 W20-1



7 W20-1



EXPIRES: 06/30/2022

RICHEY RD/HWY 212 SOUTH TCP
KELSO ROAD / RICHEY ROAD
PAVING PACKAGE

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION
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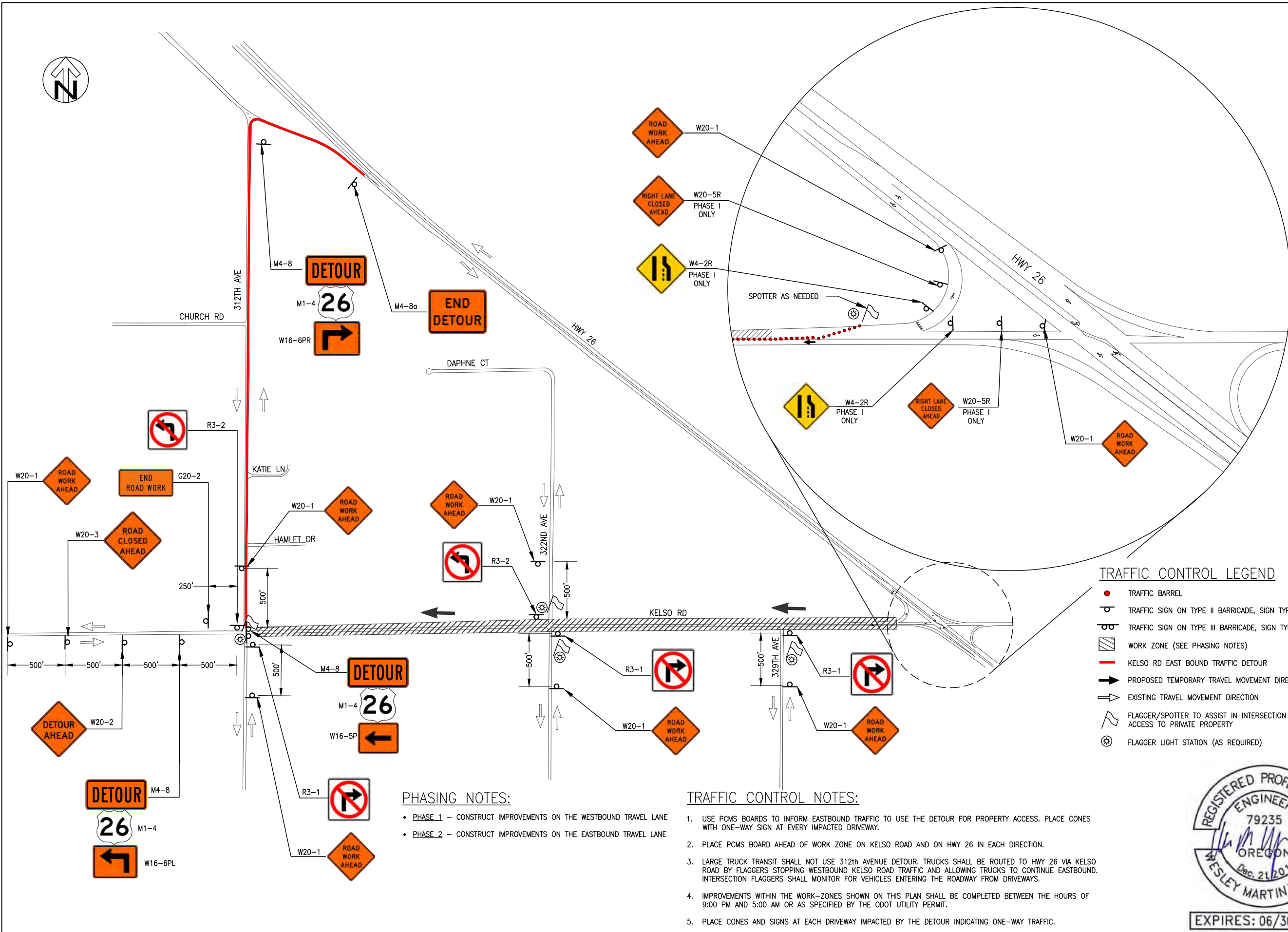
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TRAFFIC CONTROL LEGEND

- TRAFFIC BARREL
- TRAFFIC SIGN ON TYPE II BARRICADE, SIGN TYPE AS NOTED
- TRAFFIC SIGN ON TYPE III BARRICADE, SIGN TYPE AS NOTED
- WORK ZONE (SEE PHASING NOTES)
- KELSO RD EAST BOUND TRAFFIC DETOUR
- PROPOSED TEMPORARY TRAVEL MOVEMENT DIRECTION
- EXISTING TRAVEL MOVEMENT DIRECTION
- FLAGGER/SPOTTER TO ASSIST IN INTERSECTION FLAGGING AND ACCESS TO PRIVATE PROPERTY
- FLAGGER LIGHT STATION (AS REQUIRED)

PHASING NOTES:

- PHASE 1 - CONSTRUCT IMPROVEMENTS ON THE WESTBOUND TRAVEL LANE
- PHASE 2 - CONSTRUCT IMPROVEMENTS ON THE EASTBOUND TRAVEL LANE

TRAFFIC CONTROL NOTES:

1. USE PCMS BOARDS TO INFORM EASTBOUND TRAFFIC TO USE THE DETOUR FOR PROPERTY ACCESS. PLACE CONES WITH ONE-WAY SIGN AT EVERY IMPACTED DRIVEWAY.
2. PLACE PCMS BOARD AHEAD OF WORK ZONE ON KELSO ROAD AND ON HWY 26 IN EACH DIRECTION.
3. LARGE TRUCK TRANSIT SHALL NOT USE 312TH AVENUE DETOUR. TRUCKS SHALL BE ROUTED TO HWY 26 VIA KELSO ROAD BY FLAGGERS STOPPING WESTBOUND KELSO ROAD TRAFFIC AND ALLOWING TRUCKS TO CONTINUE EASTBOUND. INTERSECTION FLAGGERS SHALL MONITOR FOR VEHICLES ENTERING THE ROADWAY FROM DRIVEWAYS.
4. IMPROVEMENTS WITHIN THE WORK-ZONES SHOWN ON THIS PLAN SHALL BE COMPLETED BETWEEN THE HOURS OF 9:00 PM AND 5:00 AM OR AS SPECIFIED BY THE ODOT UTILITY PERMIT.
5. PLACE CONES AND SIGNS AT EACH DRIVEWAY IMPACTED BY THE DETOUR INDICATING ONE-WAY TRAFFIC.



EXPIRES: 06/30/2022

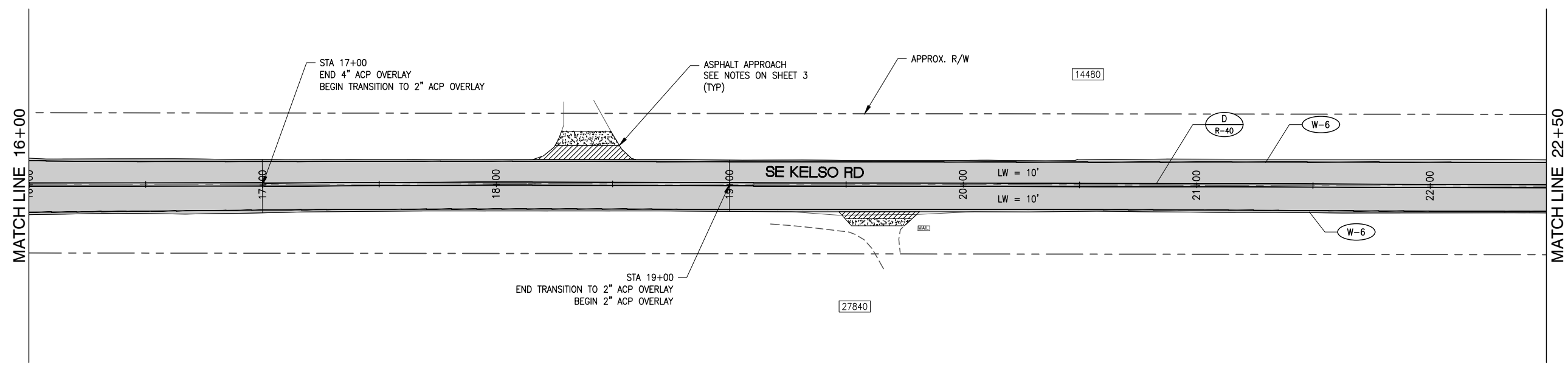
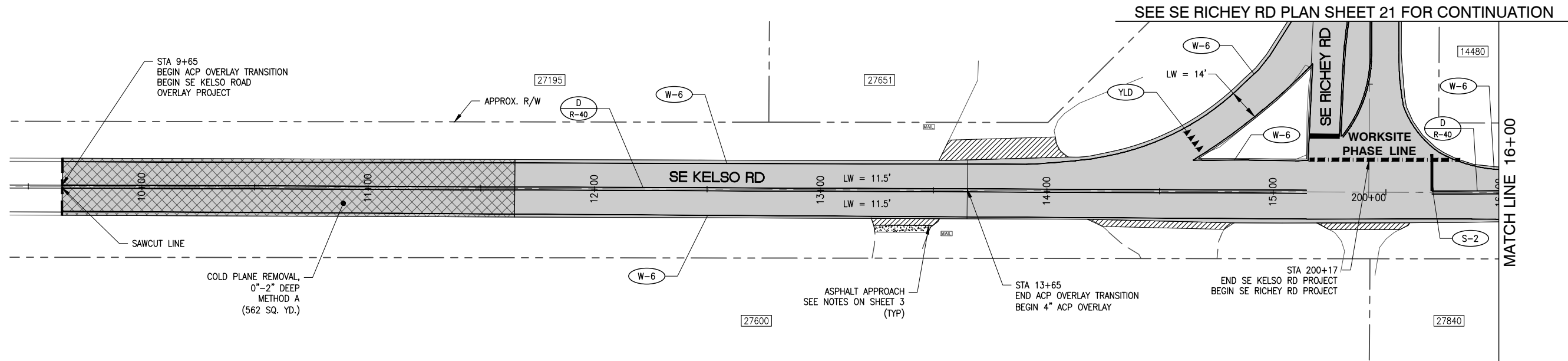
KELSO RD/HWY 26 TCP
 KELSO ROAD / RICHEY ROAD
 PAVING PACKAGE

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 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
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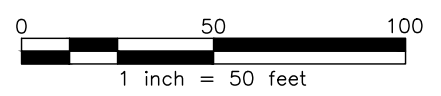


PLAN
1"=50'

- LEVEL 3, 1/2" ACP OVERLAY
- COLD PLANE PAVEMENT REMOVAL
- ASPHALT APPROACH
- AGGREGATE APPROACH

PLAN
1"=50'

- LEVEL 3, 1/2" ACP OVERLAY
- ASPHALT APPROACH
- AGGREGATE APPROACH



SEE SE RICHEY RD PLAN SHEET 21 FOR CONTINUATION

SE KELSO ROAD PLAN I
KELSO ROAD / RICHEY ROAD PAVING PACKAGE

CLACKAMAS COUNTY
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150 BEAVERCREEK ROAD
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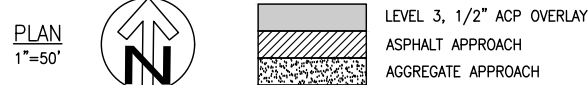
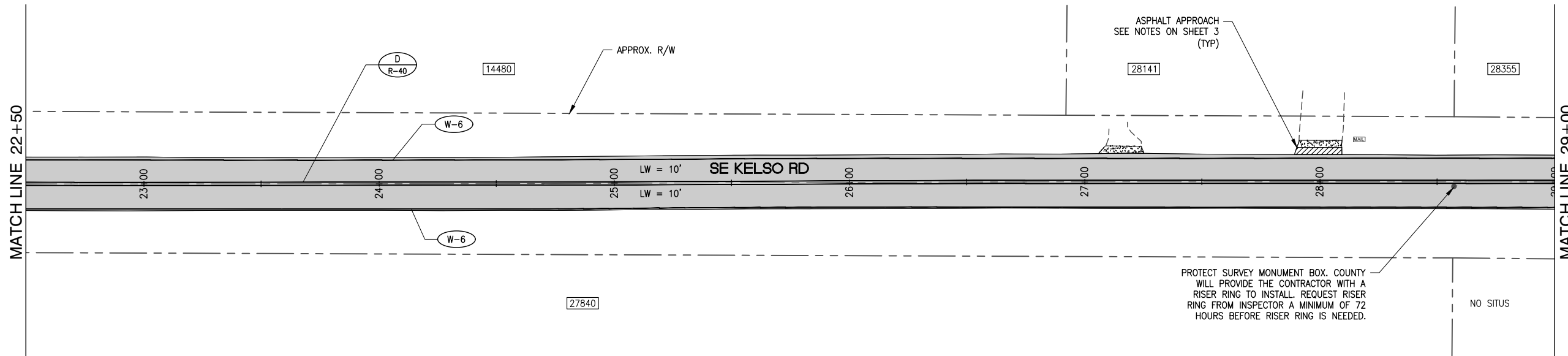
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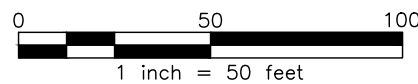
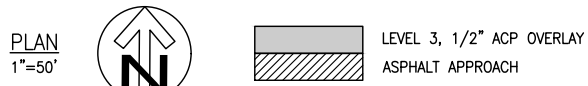
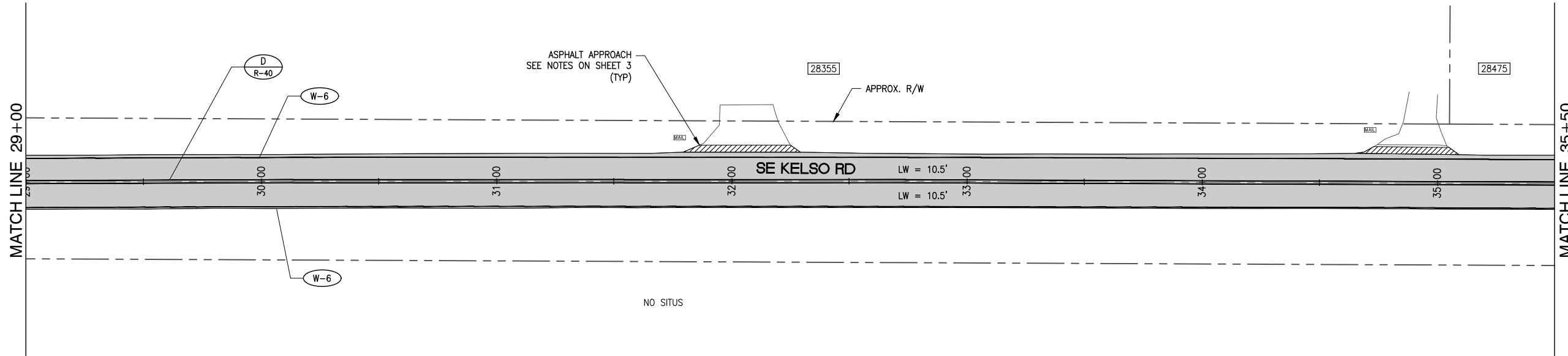


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DATE: 01/2021 PROJECT NO.: CI-3-22306



PROTECT SURVEY MONUMENT BOX. COUNTY WILL PROVIDE THE CONTRACTOR WITH A RISER RING TO INSTALL. REQUEST RISER RING FROM INSPECTOR A MINIMUM OF 72 HOURS BEFORE RISER RING IS NEEDED.



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SE KELSO ROAD PLAN II
KELSO ROAD / RICHEY ROAD
PAVING PACKAGE

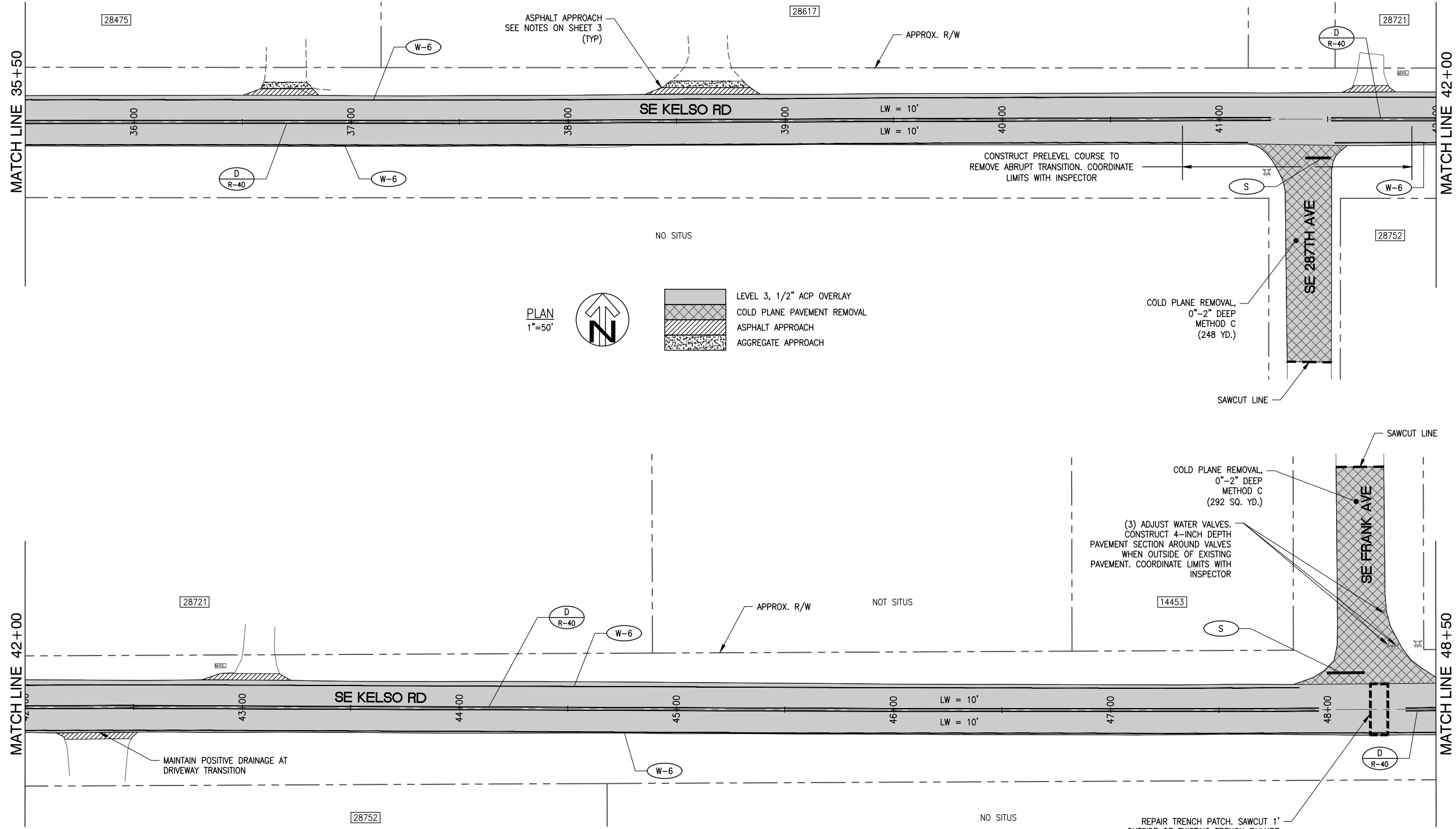
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150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

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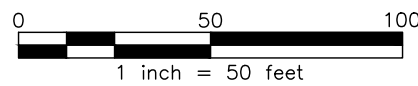
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PLAN
1"=50'



- LEVEL 3, 1/2" ACP OVERLAY
- COLD PLANE PAVEMENT REMOVAL
- ASPHALT APPROACH
- AGGREGATE APPROACH



PLAN
1"=50'



- LEVEL 3, 1/2" ACP OVERLAY
- COLD PLANE PAVEMENT REMOVAL
- ASPHALT APPROACH

REPAIR TRENCH PATCH. SAWCUT 1' OUTSIDE OF EXISTING TRENCH FAILURE AND REPLACE PAVEMENT TO 6-INCH DEPTH (OR MATCH EXISTING, WHICHEVER IS GREATER) PRIOR TO OVERLAY.



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SE KELSO ROAD PLAN III
KELSO ROAD / RICHEY ROAD PAVING PACKAGE

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



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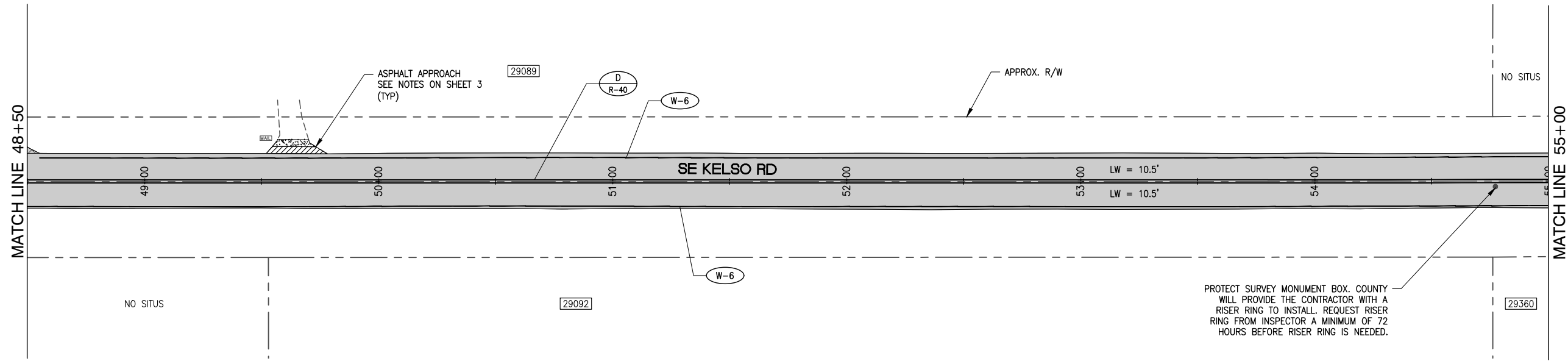
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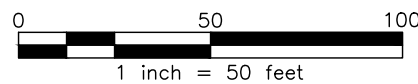
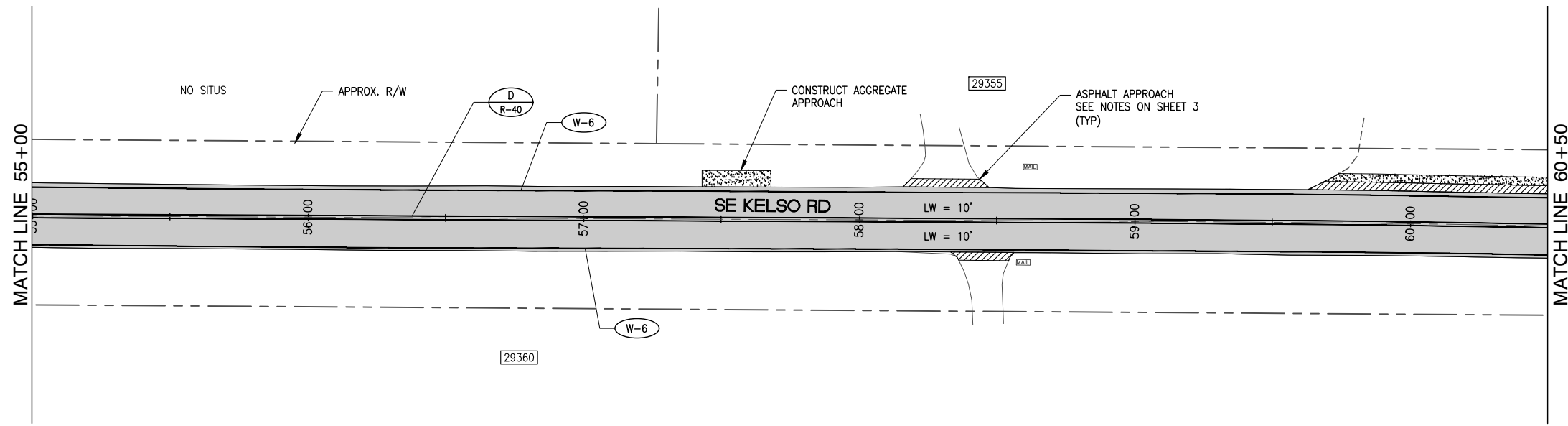
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DATE: 01/2021 PROJECT NO.: CI-3-22306

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PROTECT SURVEY MONUMENT BOX. COUNTY WILL PROVIDE THE CONTRACTOR WITH A RISER RING TO INSTALL. REQUEST RISER RING FROM INSPECTOR A MINIMUM OF 72 HOURS BEFORE RISER RING IS NEEDED.



PLAN
1"=50'

LEVEL 3, 1/2" ACP OVERLAY
ASPHALT APPROACH
AGGREGATE APPROACH

PLAN
1"=50'

LEVEL 3, 1/2" ACP OVERLAY
ASPHALT APPROACH
AGGREGATE APPROACH

SE KELSO ROAD PLAN IV
KELSO ROAD / RICHEY ROAD
PAVING PACKAGE

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

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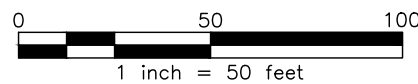
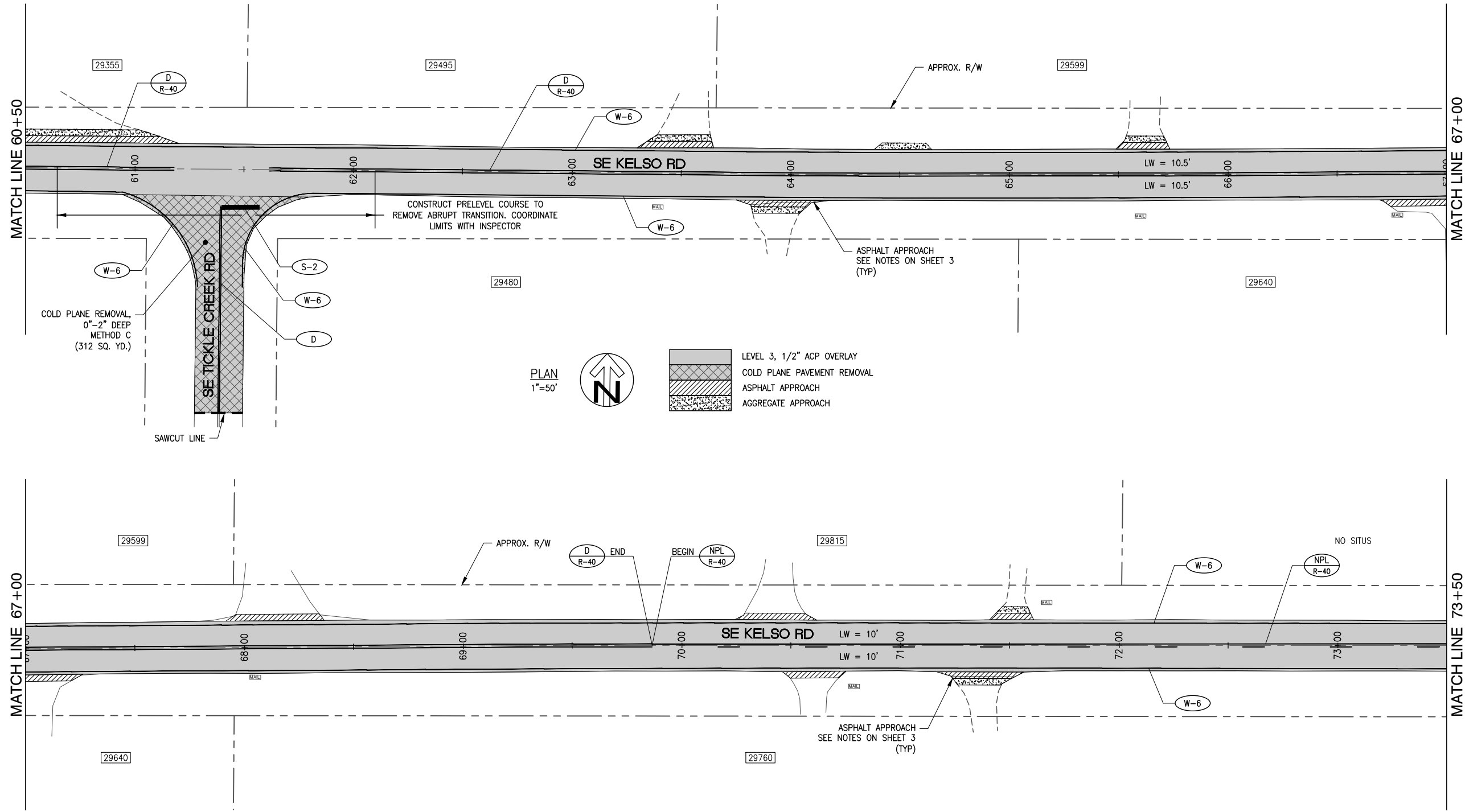


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Sheet No. 12

DATE: 01/2021 PROJECT NO.: CI-3-22306

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PLAN
1"=50'

- LEVEL 3, 1/2" ACP OVERLAY
- COLD PLANE PAVEMENT REMOVAL
- ASPHALT APPROACH
- AGGREGATE APPROACH

PLAN
1"=50'

- LEVEL 3, 1/2" ACP OVERLAY
- COLD PLANE PAVEMENT REMOVAL
- ASPHALT APPROACH
- AGGREGATE APPROACH



EXPIRES: 06/30/2022

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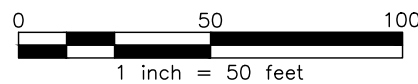
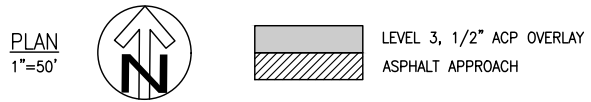
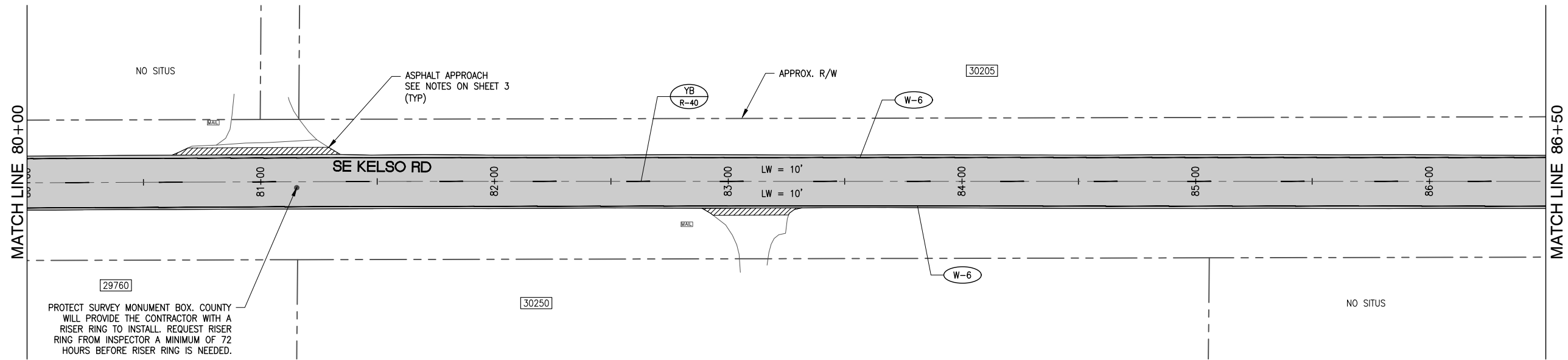
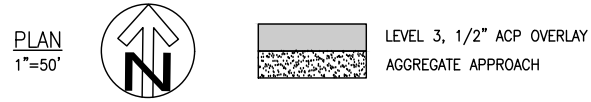
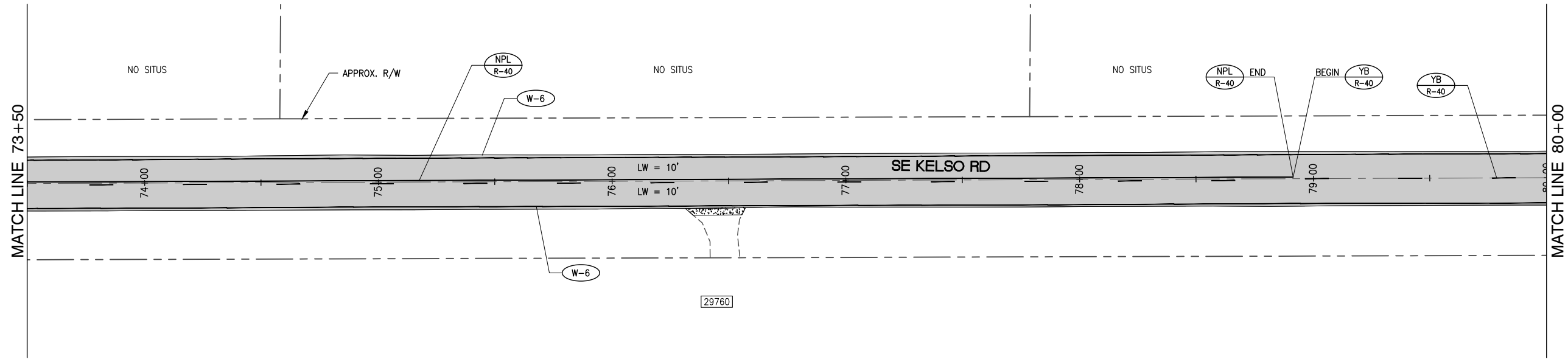
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CLACKAMAS COUNTY
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AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

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DIRECTOR

SE KELSO ROAD PLAN V
KELSO ROAD / RICHEY ROAD
PAVING PACKAGE

DATE: 01/2021 PROJECT NO.: CI-3-22306



EXPIRES: 06/30/2022

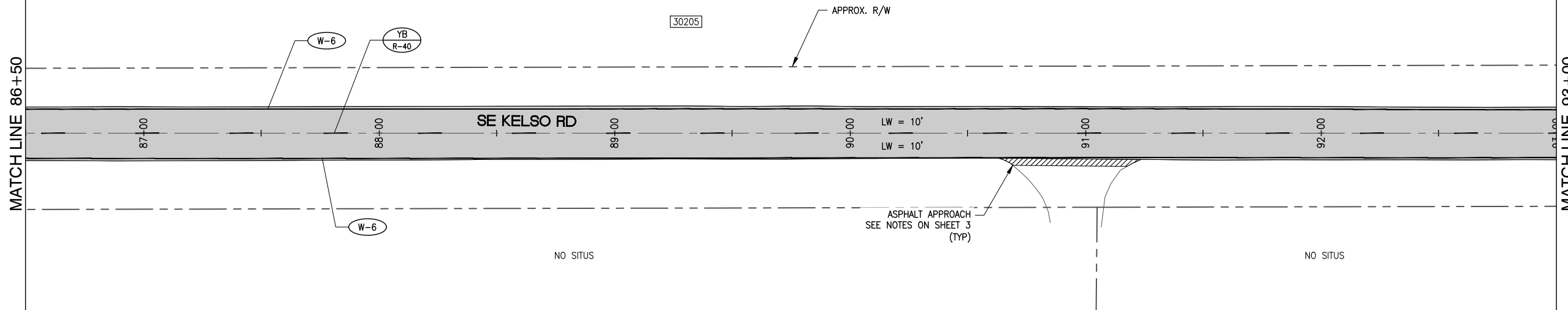
SE KELSO ROAD PLAN VI
 KELSO ROAD / RICHEY ROAD
 PAVING PACKAGE

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

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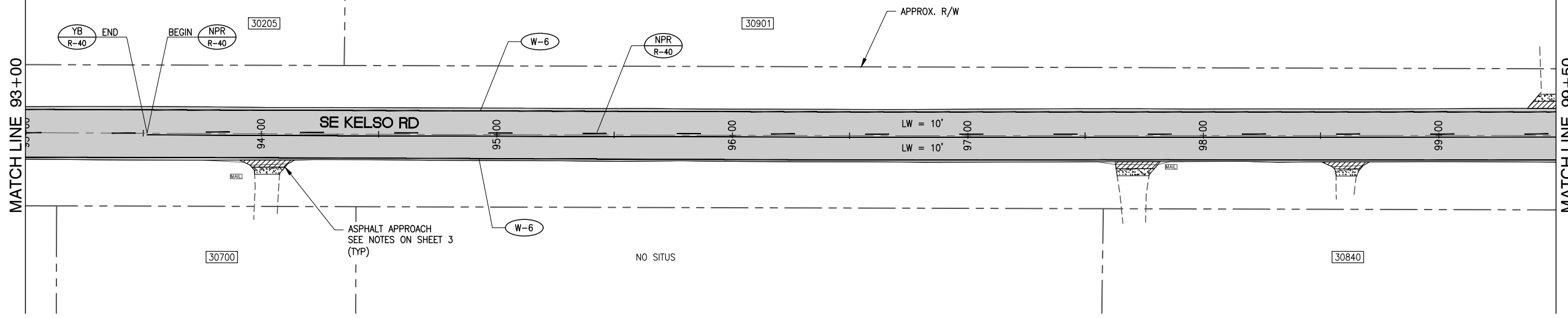
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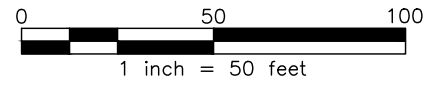
PLAN
1"=50'

LEVEL 3, 1/2" ACP OVERLAY
ASPHALT APPROACH



PLAN
1"=50'

LEVEL 3, 1/2" ACP OVERLAY
ASPHALT APPROACH
AGGREGATE APPROACH



EXPIRES: 06/30/2022

SE KELSO ROAD PLAN VII
KELSO ROAD / RICHEY ROAD
PAVING PACKAGE

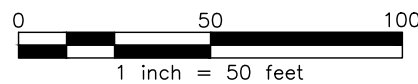
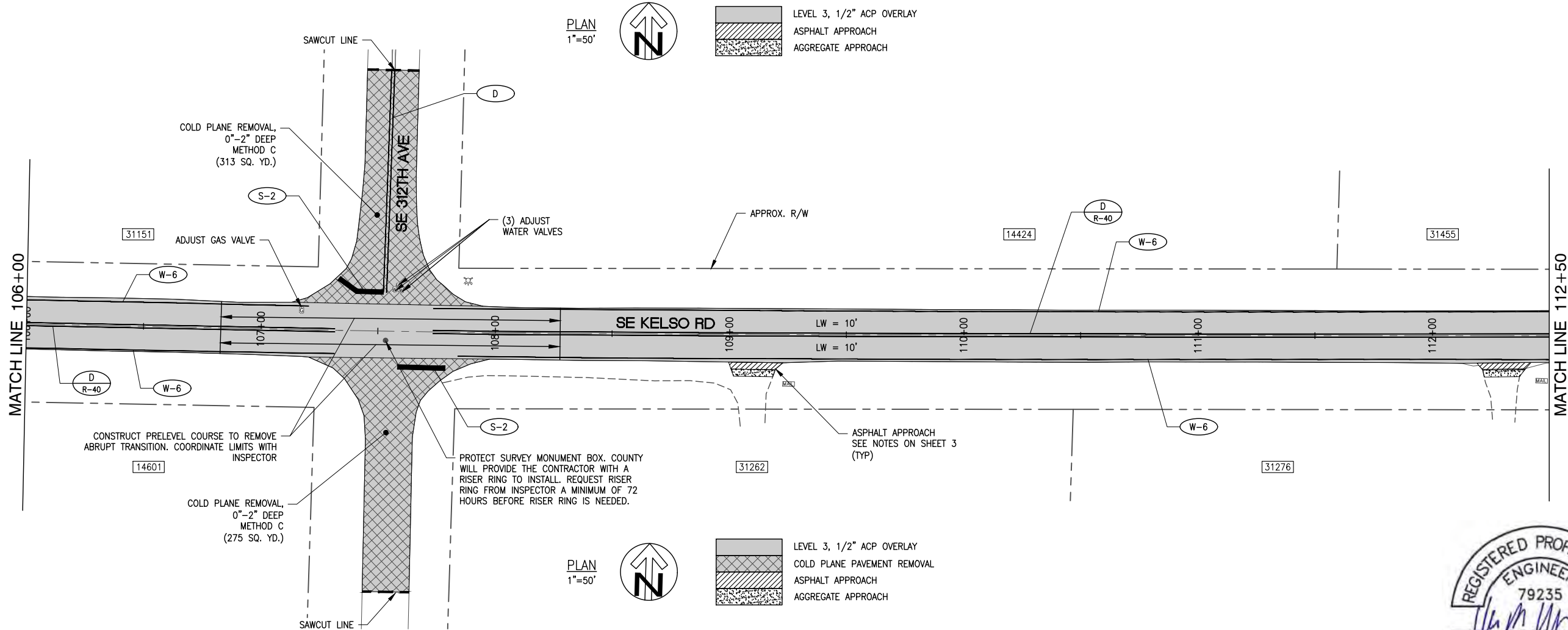
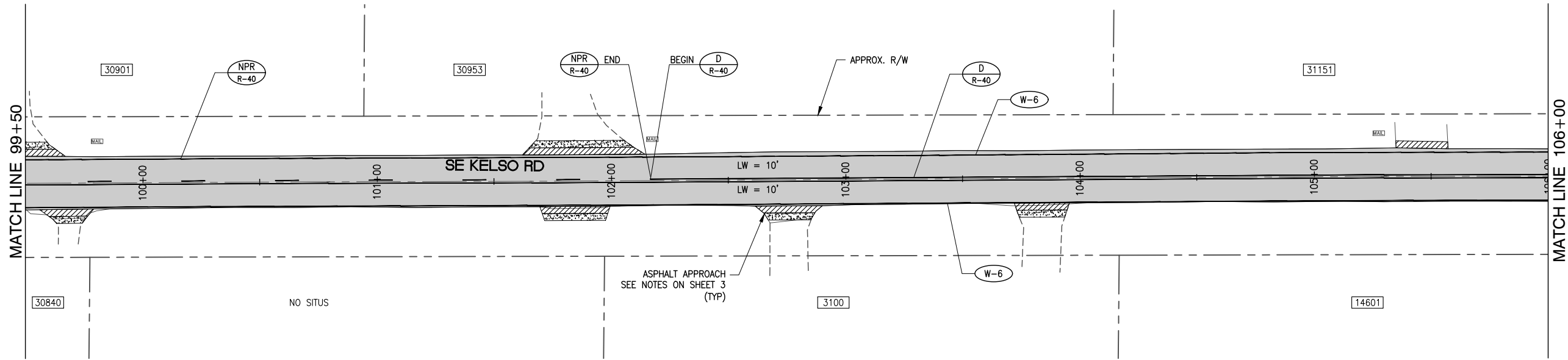
CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR

DESIGNED BY: WW
DRAFTED BY: TB/CK
CHECKED BY: DB

REVISIONS	
NO.	DATE:

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EXPIRES: 06/30/2022

SE KELSO ROAD PLAN VIII
 KELSO ROAD / RICHEY ROAD
 PAVING PACKAGE

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

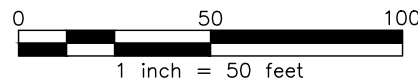
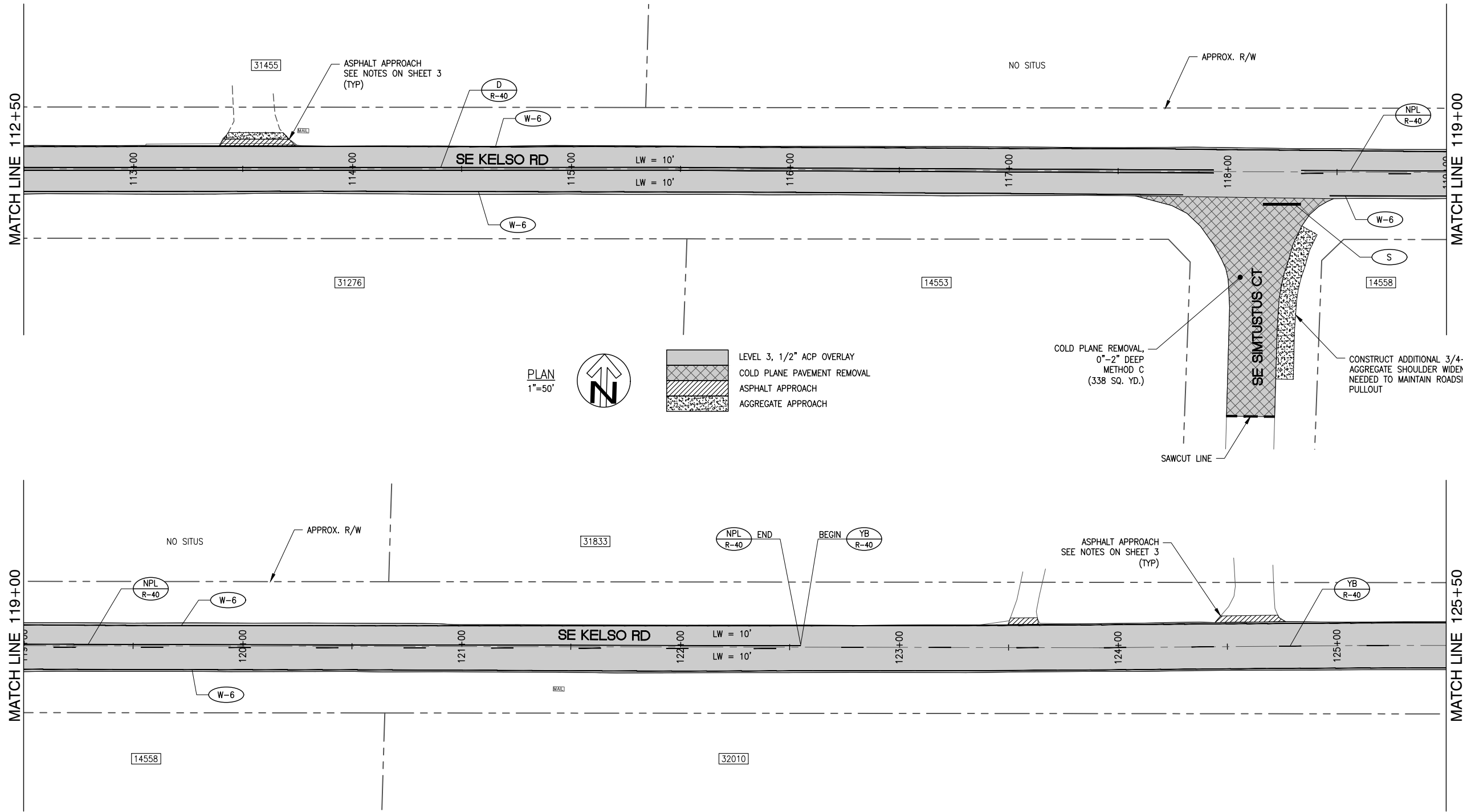
DAN JOHNSON
 DIRECTOR

DESIGNED BY: WW
 DRAFTED BY: TB/CK
 CHECKED BY: DB

NO.	DATE:	REVISIONS

Sheet No. 16

DATE: 01/2021 PROJECT NO.: CI-3-22306



SE KELSO ROAD PLAN IX
 KELSO ROAD / RICHEY ROAD
 PAVING PACKAGE

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

DIRECTOR
 DAN JOHNSON

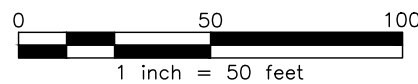
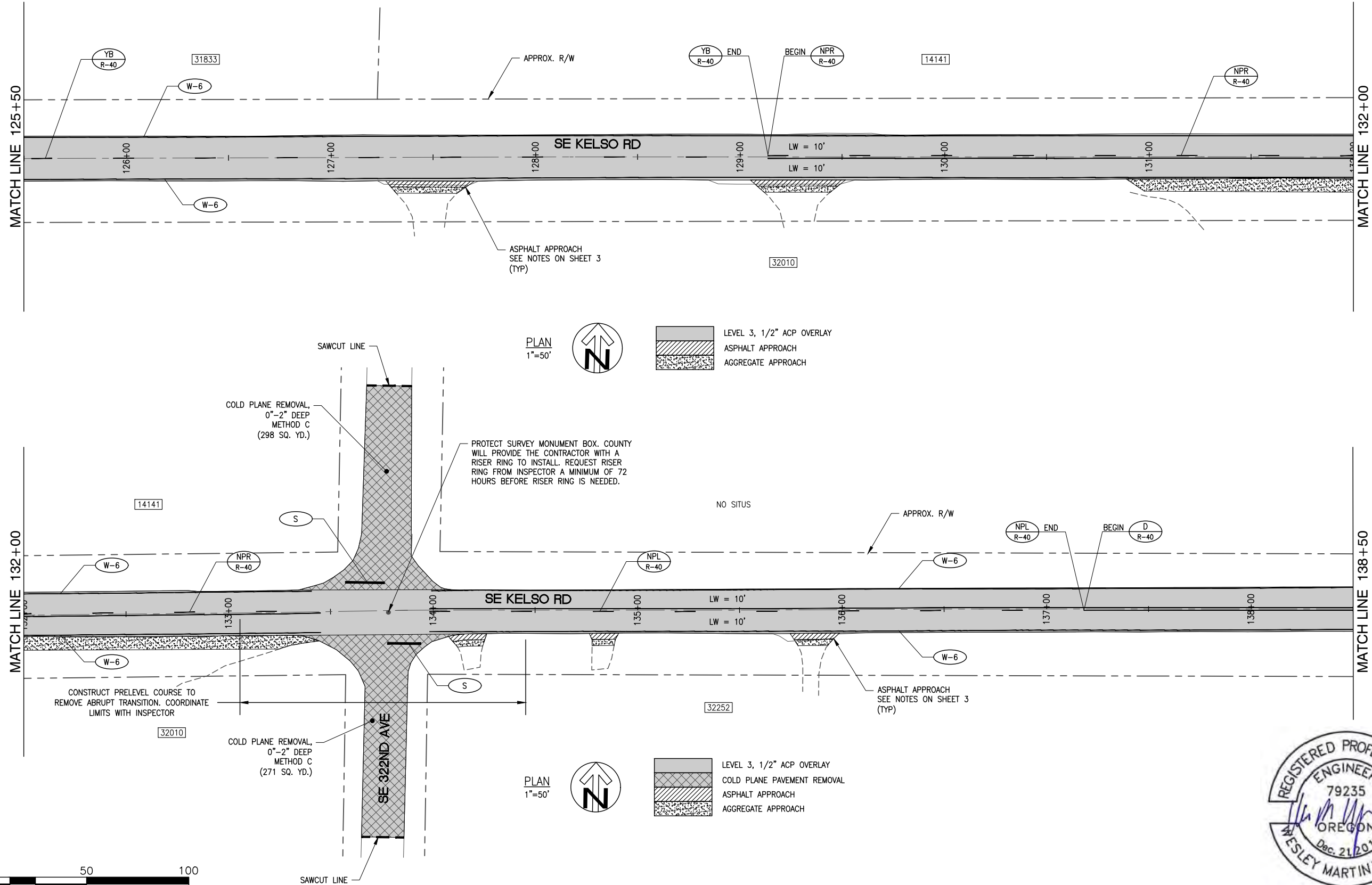
DESIGNED BY: WW
 DRAFTED BY: TB/CK
 CHECKED BY: DB

REVISIONS	
NO.	DATE:



EXPIRES: 06/30/2022

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PLAN
1"=50'



LEVEL 3, 1/2" ACP OVERLAY
ASPHALT APPROACH
AGGREGATE APPROACH

PLAN
1"=50'



LEVEL 3, 1/2" ACP OVERLAY
COLD PLANE PAVEMENT REMOVAL
ASPHALT APPROACH
AGGREGATE APPROACH



REVISIONS

NO.	DATE:	DESIGNED BY:	DRAFTED BY:	CHECKED BY:
		WW	TB/CK	DB

Sheet No. 18

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

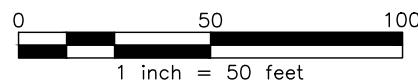
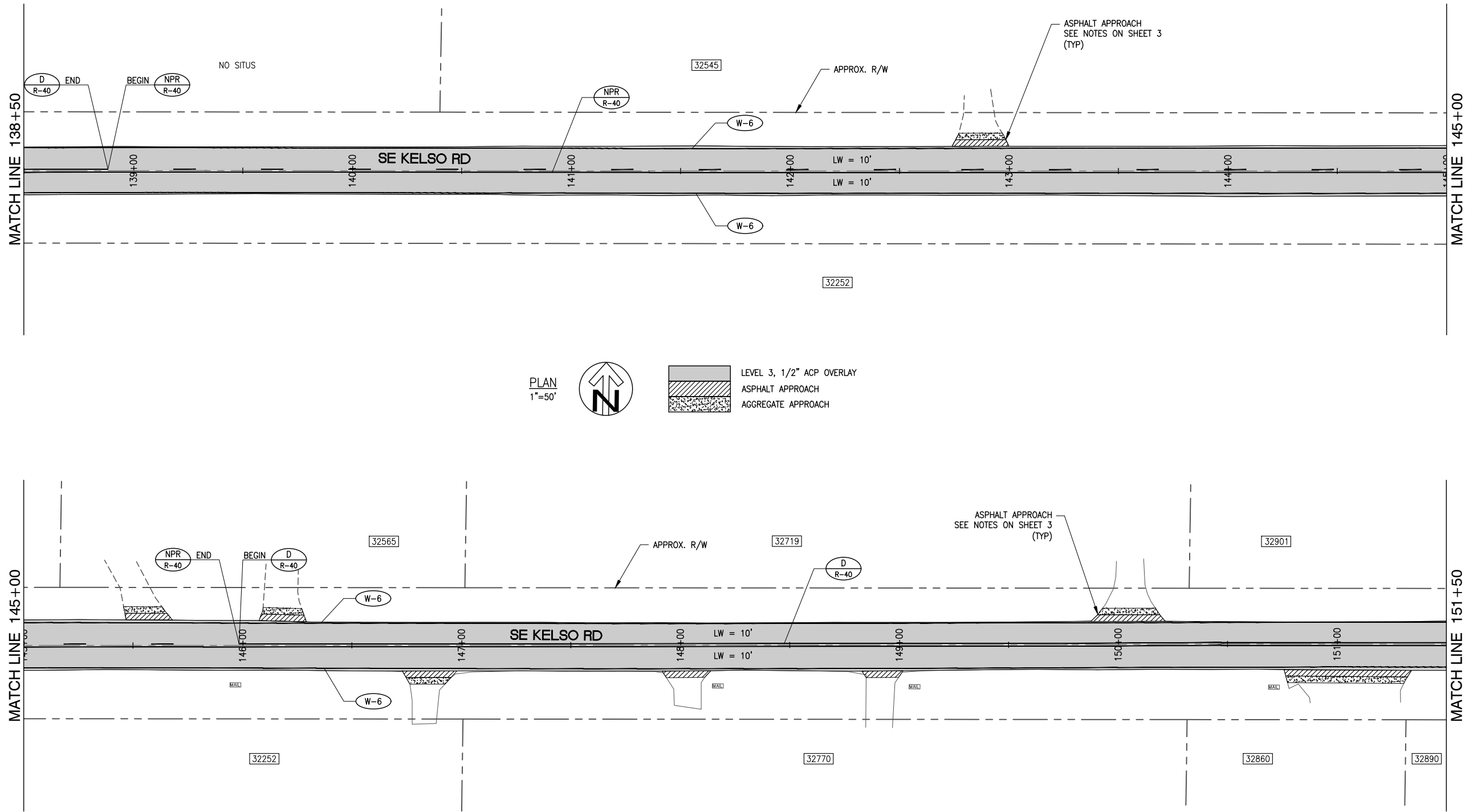


DAN JOHNSON
DIRECTOR

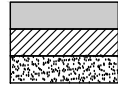
SE KELSO ROAD PLAN X

KELSO ROAD / RICHEY ROAD
PAVING PACKAGE

DATE: 01/2021 PROJECT NO.: CI-3-22306

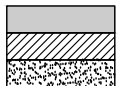


PLAN
1"=50'



LEVEL 3, 1/2" ACP OVERLAY
ASPHALT APPROACH
AGGREGATE APPROACH

PLAN
1"=50'



LEVEL 3, 1/2" ACP OVERLAY
ASPHALT APPROACH
AGGREGATE APPROACH



EXPIRES: 06/30/2022

SE KELSO ROAD PLAN XI
KELSO ROAD / RICHEY ROAD
PAVING PACKAGE

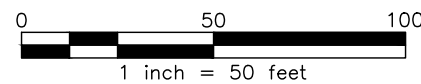
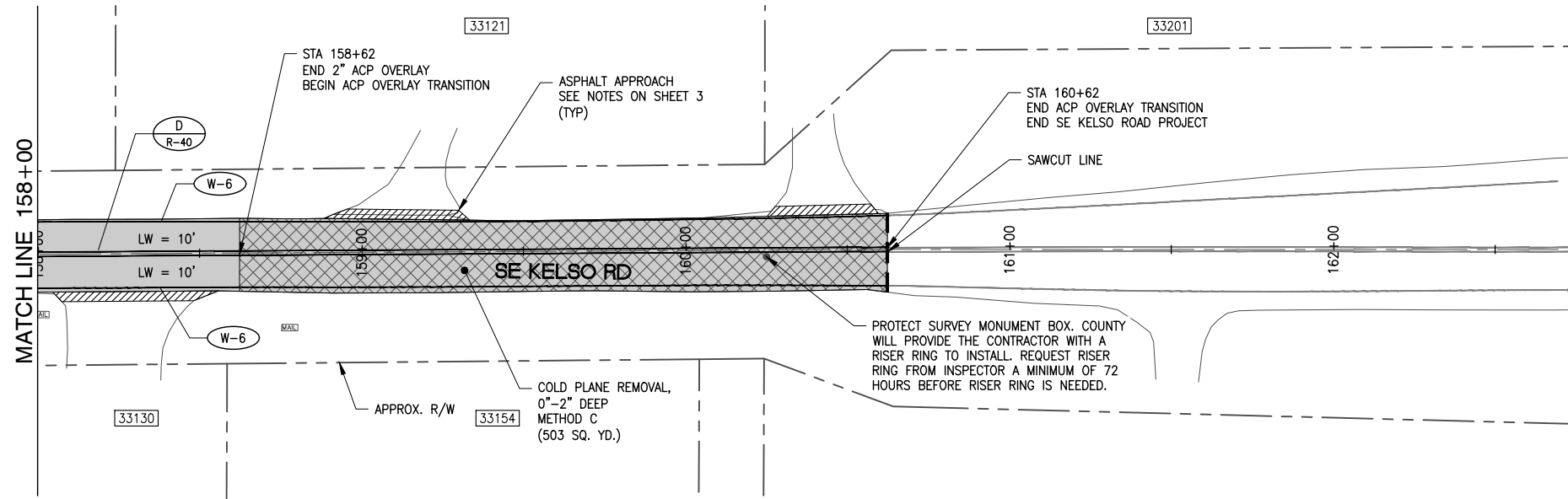
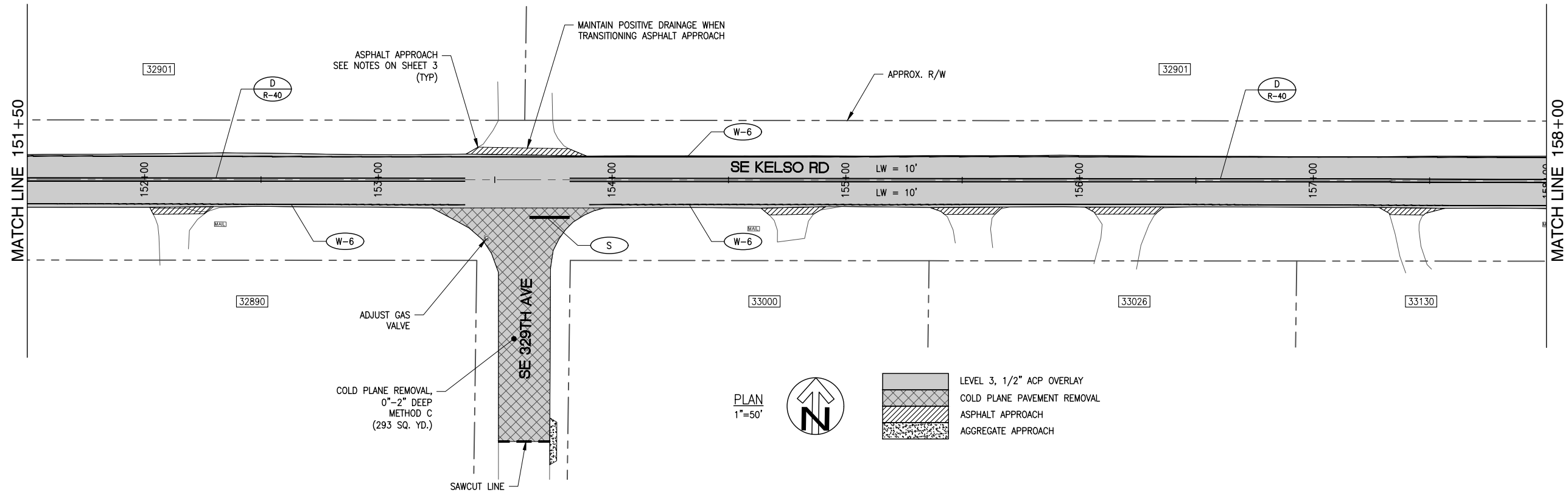
CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



DAN JOHNSON
DIRECTOR

REVISIONS	
NO.	DATE:

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PLAN
1"=50'



- LEVEL 3, 1/2" ACP OVERLAY
- COLD PLANE PAVEMENT REMOVAL
- ASPHALT APPROACH

PLAN
1"=50'



- LEVEL 3, 1/2" ACP OVERLAY
- COLD PLANE PAVEMENT REMOVAL
- ASPHALT APPROACH
- AGGREGATE APPROACH

SE KELSO ROAD PLAN XII
KELSO ROAD / RICHEY ROAD PAVING PACKAGE

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR

DESIGNED BY: WW
DRAFTED BY: TB/CK
CHECKED BY: DB

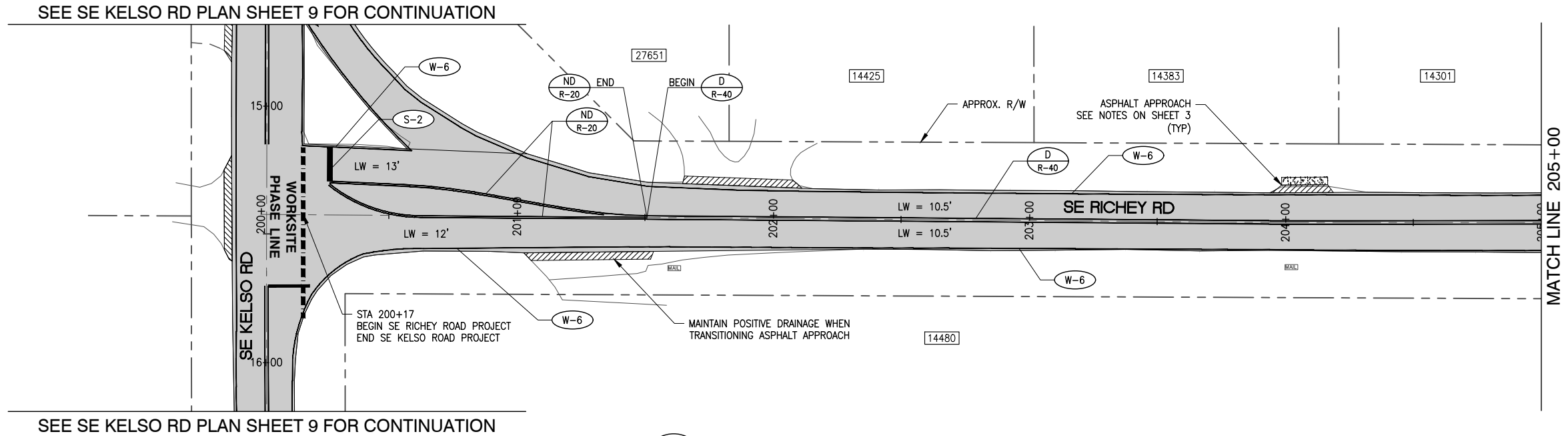
REVISIONS

NO.	DATE:	DESCRIPTION:



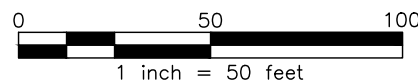
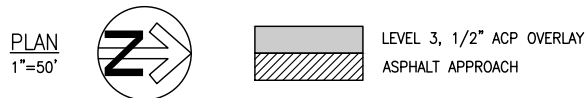
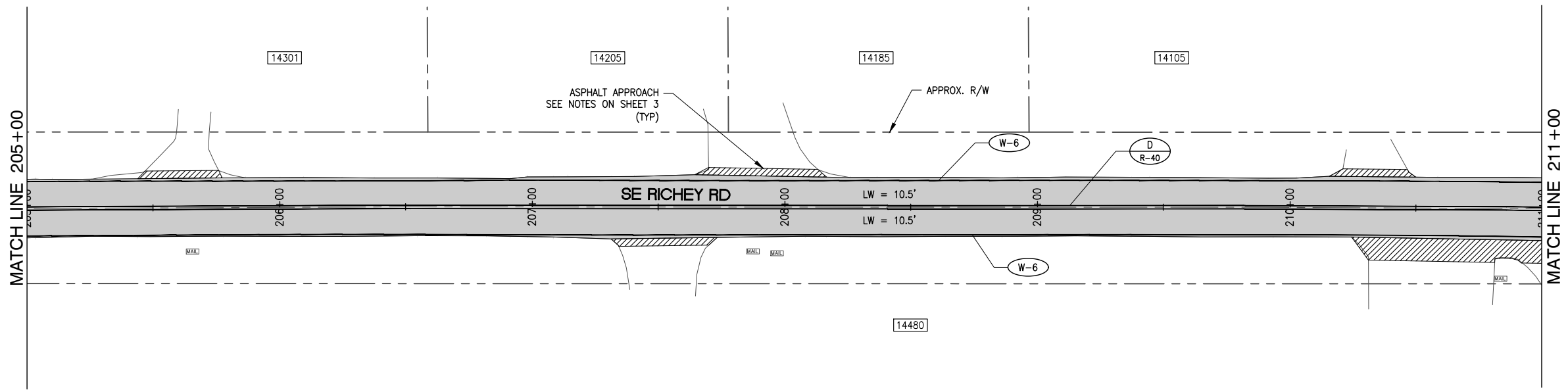
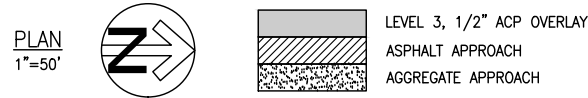
EXPIRES: 06/30/2022

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SEE SE KELSO RD PLAN SHEET 9 FOR CONTINUATION

SEE SE KELSO RD PLAN SHEET 9 FOR CONTINUATION



EXPIRES: 06/30/2022

SE RICHEY ROAD PLAN I
 KELSO ROAD / RICHEY ROAD
 PAVING PACKAGE

CLACKAMAS COUNTY
 DEPT. OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045

DAN JOHNSON
 DIRECTOR

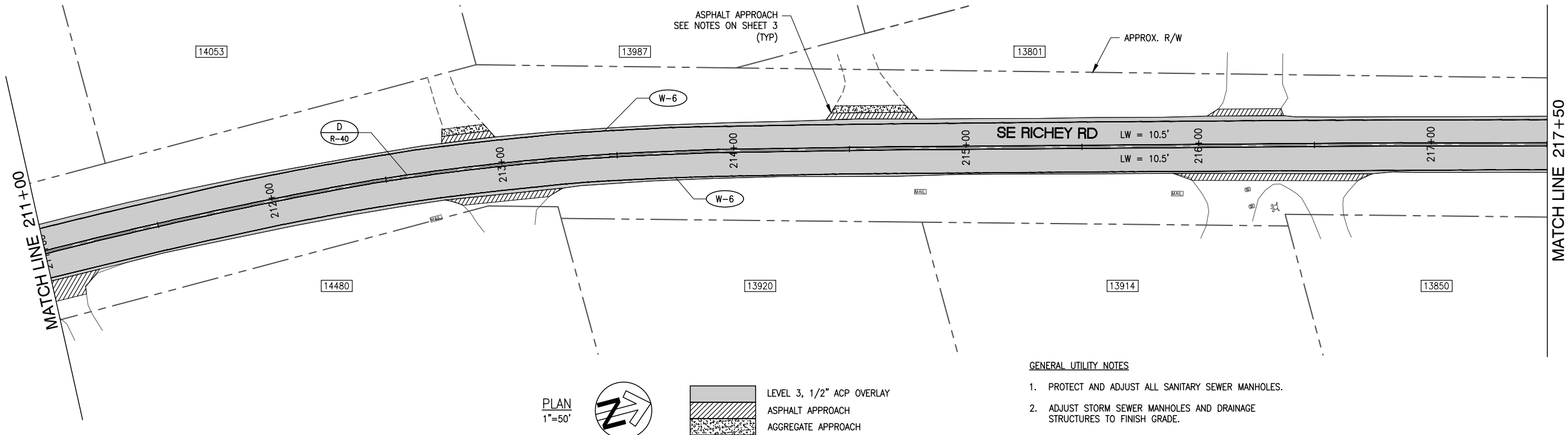
DESIGNED BY: WW
 DRAFTED BY: TB/CK
 CHECKED BY: DB

NO.	DATE:	REVISIONS

Sheet No. 21


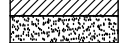

PROJECT NO.: CI-3-22306
 DATE: 01/2021

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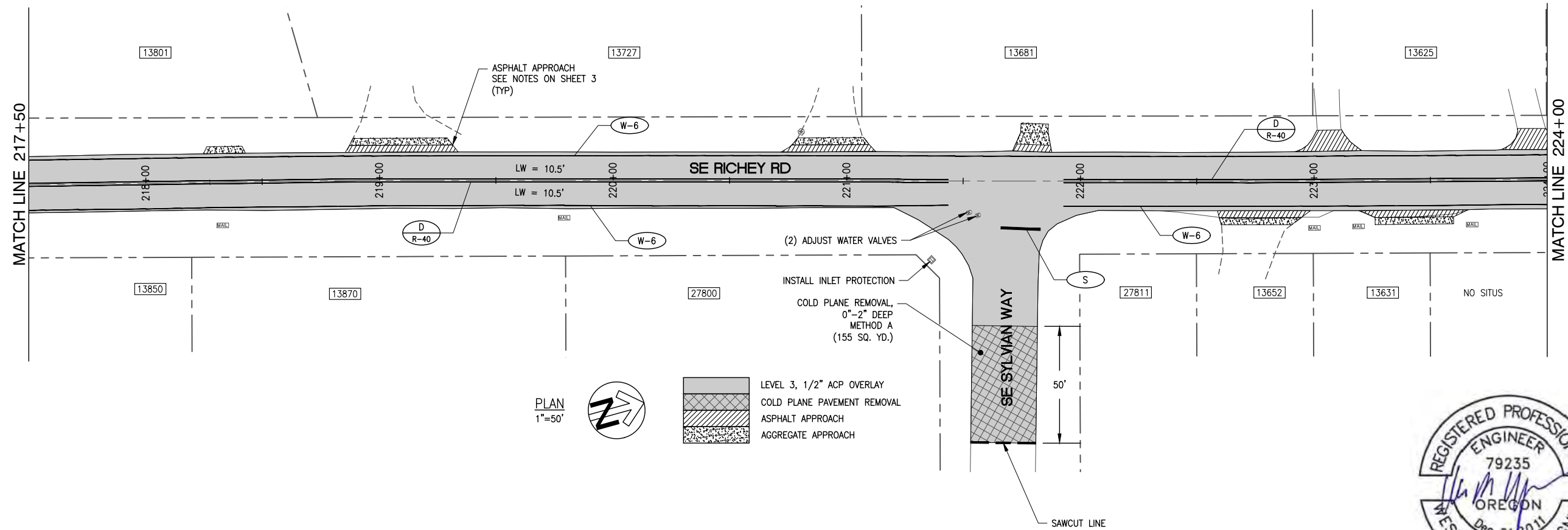
PLAN
1"=50'



-  LEVEL 3, 1/2" ACP OVERLAY
-  ASPHALT APPROACH
-  AGGREGATE APPROACH



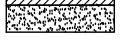

GENERAL UTILITY NOTES

1. PROTECT AND ADJUST ALL SANITARY SEWER MANHOLES.
2. ADJUST STORM SEWER MANHOLES AND DRAINAGE STRUCTURES TO FINISH GRADE.
3. ADJUST ALL VALVES TO FINISH GRADE. COORDINATE ADJUSTMENTS WITH UTILITY.

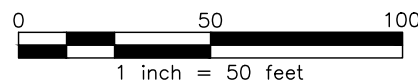


PLAN
1"=50'



-  LEVEL 3, 1/2" ACP OVERLAY
-  COLD PLANE PAVEMENT REMOVAL
-  ASPHALT APPROACH
-  AGGREGATE APPROACH

- (2) ADJUST WATER VALVES
- INSTALL INLET PROTECTION
- COLD PLANE REMOVAL,
0"-2" DEEP
METHOD A
(155 SQ. YD.)



EXPIRES: 06/30/2022

REVISIONS

NO.	DATE:	DESIGNED BY:	DRAFTED BY:	CHECKED BY:
		WW	TB/CK	DB

Sheet No. 22

SE RICHEY ROAD PAN II
KELSO ROAD / RICHEY ROAD
PAVING PACKAGE

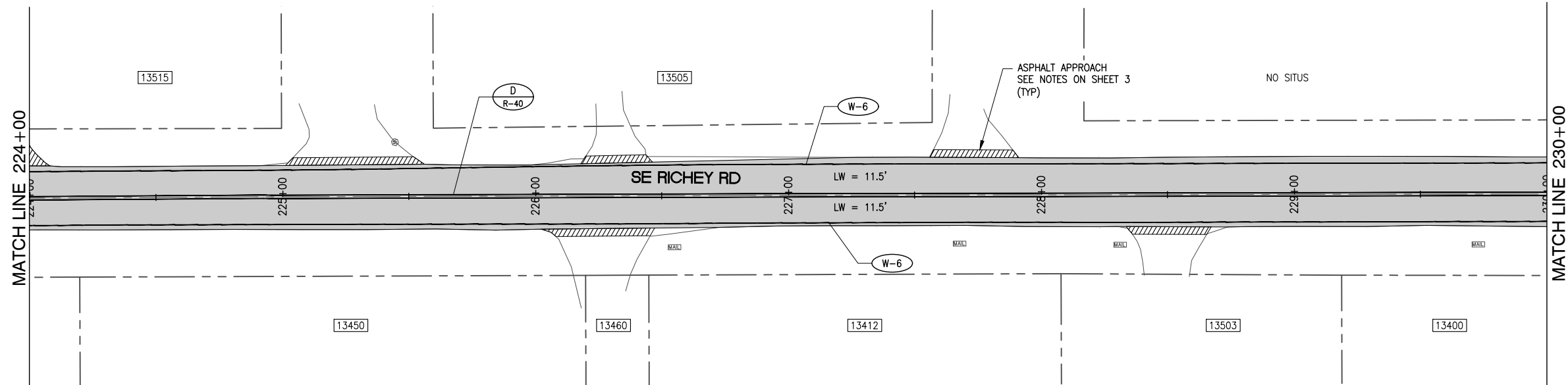
CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



DAN JOHNSON
DIRECTOR

DATE: 01/2021 PROJECT NO.: CI-3-22306

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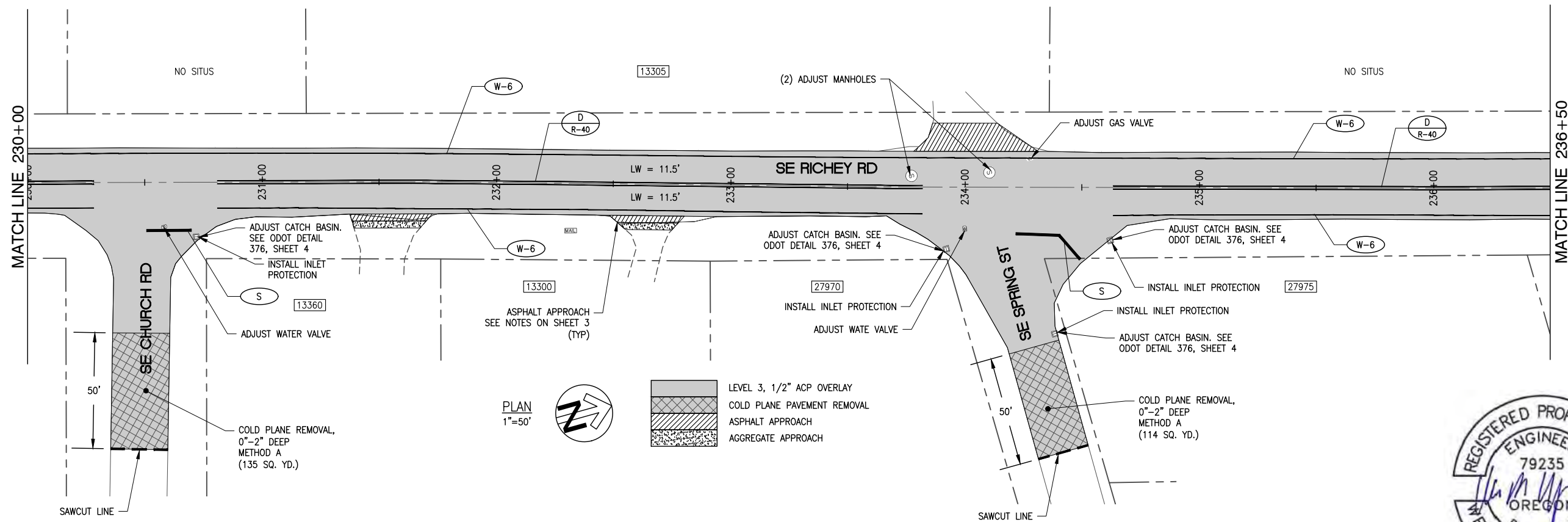
PLAN
1"=50'



LEVEL 3, 1/2" ACP OVERLAY
ASPHALT APPROACH

GENERAL UTILITY NOTES

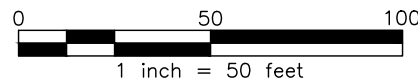
1. PROTECT AND ADJUST ALL SANITARY SEWER MANHOLES.
2. ADJUST STORM SEWER MANHOLES AND DRAINAGE STRUCTURES TO FINISH GRADE.
3. ADJUST ALL VALVES TO FINISH GRADE. COORDINATE ADJUSTMENTS WITH UTILITY.



PLAN
1"=50'



LEVEL 3, 1/2" ACP OVERLAY
COLD PLANE PAVEMENT REMOVAL
ASPHALT APPROACH
AGGREGATE APPROACH



EXPIRES: 06/30/2022

REVISIONS

NO.	DATE:

Sheet No. 23

SE RICHEY ROAD PLAN III
KELSO ROAD / RICHEY ROAD
PAVING PACKAGE

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

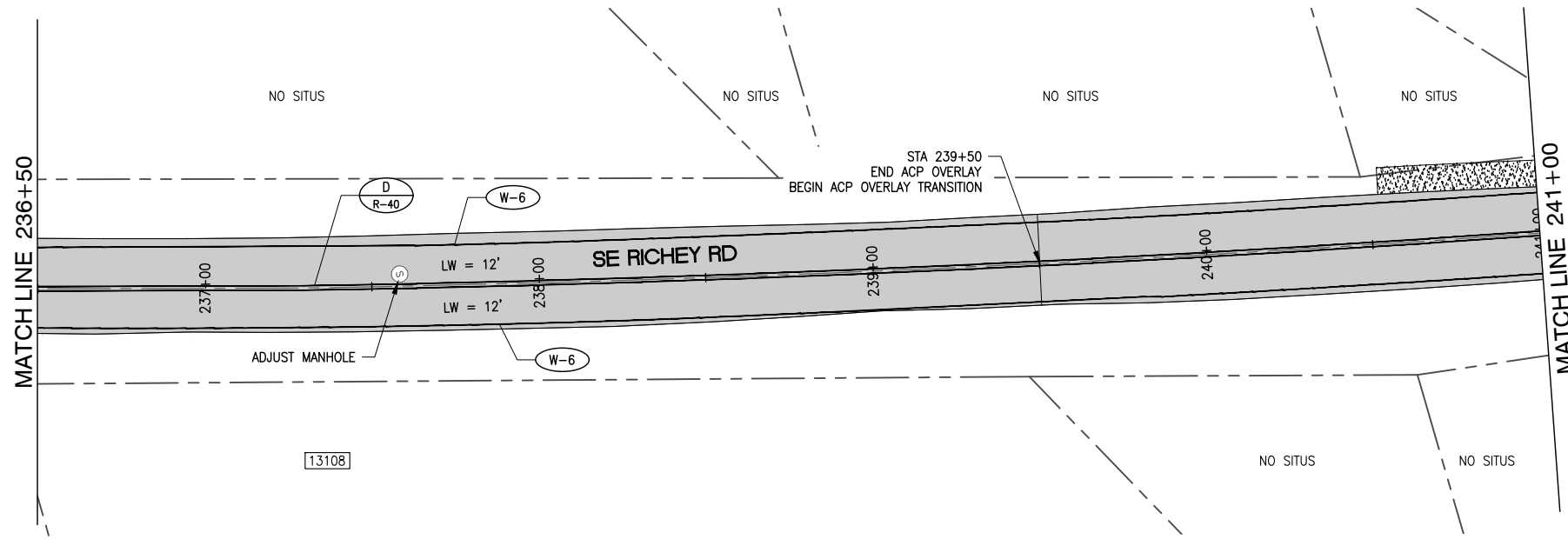


DAN JOHNSON
DIRECTOR

DESIGNED BY: WW
DRAFTED BY: TB/CK
CHECKED BY: DB

DATE: 01/2021 PROJECT NO.: CI-3-22306

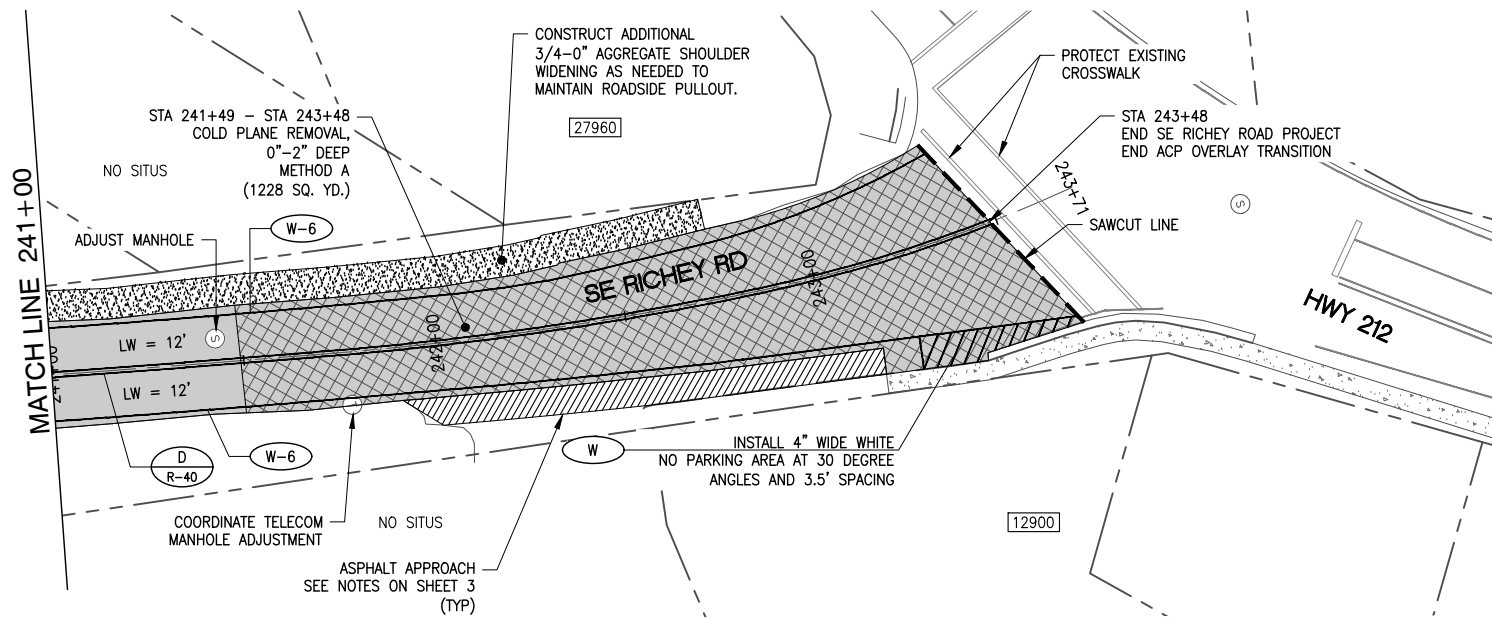
P:\15\1504A CLACKAMAS 2021 PAVING\500 DWG\501 PLAN SHEETS\501.1 KELSO-RICHEY PACKAGE\6 PLAN.DWG 1/29/2021 10:03 AM



PLAN
1"=50'



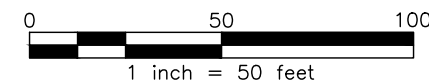
LEVEL 3, 1/2" ACP OVERLAY
AGGREGATE APPROACH



PLAN
1"=50'



LEVEL 3, 1/2" ACP OVERLAY
COLD PLANE PAVEMENT REMOVAL
ASPHALT APPROACH
AGGREGATE APPROACH



GENERAL UTILITY NOTES

1. PROTECT AND ADJUST ALL SANITARY SEWER MANHOLES.
2. ADJUST STORM SEWER MANHOLES AND DRAINAGE STRUCTURES TO FINISH GRADE.
3. ADJUST ALL VALVES TO FINISH GRADE. COORDINATE ADJUSTMENTS WITH UTILITY.



EXPIRES: 06/30/2022

REVISIONS

NO.	DATE:	DESIGNED BY:	DRAFTED BY:	CHECKED BY:
		WW	TB/CK	DB

Sheet No. 24

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



DAN JOHNSON
DIRECTOR

SE RICHEY ROAD PLAN IV
KELSO ROAD / RICHEY ROAD
PAVING PACKAGE

DATE: 01/2021 PROJECT NO.: CI-3-22306



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 5/24/2021

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

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

PRODUCER Hagan Hamilton Insurance PO BOX 506 Saint Helens, OR 97051	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): (503) 397-0123	FAX (A/C, No): _____
	E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance	10677
	INSURER B : SAIF	36196
INSURED T.F.T. Construction Inc. 53990 W Lane Rd Scappoose, OR 97056-2507	INSURER C : _____	
	INSURER D : _____	
	INSURER E : _____	
	INSURER F : _____	

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X EPLI \$1 MILLION GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			EPP 0359028	11/17/2020	11/17/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA STOP GAP \$ 1,000,000	
A X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 0359028	11/17/2020	11/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____	
A X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			EPP 0359028	11/17/2020	11/17/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			485797	10/1/2020	10/1/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Equipment Floater			EPP 0359028	11/17/2020	11/17/2021	Leased/Rented	350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: 2021-25 Kelso Rd / Richey Rd Paving Package

Clackamas County is included as an additional insured per the attached policy documents. Coverage is primary and non-contributory.

CERTIFICATE HOLDER
CANCELLATION

Clackamas County 2051 Kaen Rd Oregon City, OR 97045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Alexis Cole</i>
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS
AND AUTOMATIC WAIVER OF SUBROGATION
WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT,
PERMIT OR AUTHORIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:*

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by "your work" performed under that written contract or written agreement and in*

cluded in the "products-completed operations hazard", but only if:

- (1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and
- (2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of your ongoing operations or arising out of "your work"; or*

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of your ongoing operations or arising out of "your work"*;

then the phrase *caused, in whole or in part, by* in Paragraph A.1.a. and/or Paragraph A.1.b. above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph A.1., the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph A. does not apply to additional insureds described in Paragraph B.

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph B.1., the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs A. and B.:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs A. and B., the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs A. and B.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs A. and B.

- F. Except when G. below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs A. and B. except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G. The following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs A. and B. provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph A. or B. that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs A. and B. provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph A. or B. that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

- H. **Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery we may have against any additional insured under this endorsement against whom you have agreed to waive such right of recovery in a written contract, written agreement, written permit or written authorization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, written agreement, written permit or written authorization. However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- Bail Bonds: \$2,500

b. Loss Of Earnings: \$ 500

5. **Medical Payments**

Medical Expense Limit: \$ 10,000

9. **Property Damage To Borrowed Equipment**

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

16. **Voluntary Property Damage Coverage (Coverage a.) And Care, Custody Or Control Liability Coverage (Coverage b.)**

Limits Of Insurance

Coverage a.

\$1,000 Each Occurrence

\$5,000 Aggregate

Coverage b. \$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE	ADVANCE PREMIUM
		(For Limits in Excess of \$5,000)	(For Limits in Excess of \$5,000)
b. Care, Custody Or Control			\$
TOTAL ANNUAL PREMIUM			\$

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

Employee Benefit Liability Coverage

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and
- 1) Occurs during the policy period; or
 - 2) Occurred prior to the "first effective date" of

this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

(b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage, Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your part-

ners, and their spouses are also insureds but only with respect to the conduct of your business.

- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program";
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organi-

zation. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section B. **Limits Of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section B. **Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. **Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (a) An act, error or omission; or

- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;
 apply irrespective of the application of the Deductible Amount.
- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon no-

tification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers re-

ceived in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. **Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method Of Sharing

If all of the other insurance permits contribu-

tion by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in

any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through q. do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You Limit** as described in **Section III - Limits Of Insurance**.

b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than i. War and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
- (i) Assumed in any contract or agreement; or
 - (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

- 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

- (i) You did your best to maintain heat in the building or structure; or
- (ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

(1) Paragraph 6. of Section III - **Limits Of Insurance** is replaced by the following:

- 6. Subject to Paragraph 5. above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:
 - a. While rented to you, or temporarily occupied by

you with permission of the owner;

- b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
- c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section B. **Limits Of Insurance, 3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under Section I - **Supplementary Payments - Coverages A And B:**

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. **Limits Of Insurance, 4.a. Bail Bonds** of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **Bodily Injury Liability Coverage** applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. **Limits Of Insurance, 4.b. Loss Of Earnings** of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. **Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - **Who Is An Insured** is amended as follows:

Subparagraph a. of Paragraph 3. is replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after

you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph 8.a.(2) of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or

use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing

or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- 7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a) The exceptions contained in Paragraphs (c) (i) 4) or 6) of this endorsement; or
 - b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

- 1) From whom you have acquired such products, or any ingredient, part

or container, entering into, accompanying or containing such products; or

- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, man-holes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph 8.a.(1) of this endorsement:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph 8.a.(1) of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described

in Paragraph 8.a.(1) of this endorsement; or

- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph 8.a.(1).

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition 5. **Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph 8.a.(1) of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in 8.a.(2) of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

- a. The following is added to **Exclusion 2.j. Damage To Property** under Sec-

tion I - Coverage A - Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

- (b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph 2.a.(1)(d) under **Section II - Who Is An Insured** does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph a. of Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

- 4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph 2. under **Section II - Who Is An Insured**:

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. Coverage D - Voluntary Property Damage Coverage

Section I - Coverages is amended to include the following:

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or
- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under **Voluntary Property Damage Coverage** will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under **Voluntary Property Damage Coverage** shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by **Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property**, paragraphs (3), (4), (5) and (6), **k. Damage To Your Product**, and **l. Damage To Your Work**.

(3) Definitions

For purposes of **Voluntary Property Damage Coverage** only, the following definitions under **Section V - Definitions** are replaced by the following:

16. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by **Care, Custody Or Control Liability Coverage** in this endorsement only:

(1) **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property**, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which **Care, Custody Or Control Liability Coverage** provides cover-

age shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by **Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage**, in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) (a) Subject to (3) below, the **Voluntary Property Damage Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage**;

(b) The **Care, Custody Or Control Liability Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Care, Custody Or Control Liability Coverage**;

because of all "property damage" arising out of any one "occurrence".

(3) The **Voluntary Property Damage Coverage**, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage**. This limit applies separately to each "coverage term".

(4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 12. "Insured contract" is amended as follows:

- a. Paragraph c. is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph f.(1) is deleted in its entirety.

18. Alienated Premises

Exclusion 2j. Damage to Property, Paragraph (2) under **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

Draft

Approval of Previous Business Meeting

Minutes:

May 20, 2021

June 3, 2021

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, May 20, 2021 – 10:00 AM

Virtual Meeting via Zoom and in Person

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Ice Storm Updates**<https://www.clackamas.us/meetings/bcc/business>

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

~Board Discussion~

1. Eighth Addendum to Board Order No. 2020-14 Declaring a Local State of Emergency and Declaring Emergency Measures (COVID)

~Board Discussion~

Commissioner Shull: I move to approve the Eighth Addendum to Board Order No. 2020-14 Declaring a Local State of Emergency and Declaring Emergency Measures

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Smith: Aye –the motion carries 5-0

The Board will now Recess as the Board of County Commissioners and Convene as the Housing Authority Board for the next items on the agenda.

I. HOUSING AUTHORITY BOARD DISCUSSION ITEMS

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

1. Webster Road Redevelopment Project Update, Approval of Resolution 1954, and Closing Preparation

~Board Discussion~

Commissioner Savas: I move to approve the Webster Road Redevelopment Project Update, Approval of Resolution 1954, and Closing Preparation

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Leenstra: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: No.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.
Chair Smith: No –the motion carries 4-2

II. HOUSING AUTHORITY CONSENT AGENDA
<https://www.clackamas.us/meetings/bcc/business>

1. Requesting approval to apply for and accept grant funding, if awarded, from the Meyer Memorial Trust to ensure Diversity, Equity and Inclusion Training for Public Housing Authority Leaders. Maximum grant award of \$172,000, no general funds are involved. – HACC
2. Requesting approval to apply for a Public Housing Safety & Security (Crime & Safety) Grant. Maximum grant aware is \$250,000 and is granted from the US Department of Housing and Urban Development. No general funds are involved. – HACC
3. Approval of Amendment #1 to the Intergovernmental Agreement between the Housing Authority of Clackamas County and Social Services for a Full-time Case Manager for HACC Program Participants. Amendment will add \$105,000 for a contract total of \$275,000 with funding through Health Housing and Human Services general county funds. – HACC

Commissioner Leenstra: I move to approve the Housing Authority Consent Agenda

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Leenstra: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Smith: Aye –the motion carries 6-0

The Board will now adjourn as the Housing Authority and reconvene as the Board of Clackamas County Commissioners for the next items on the agenda.

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

Resolution 2021-28 for a Clackamas County Supplemental Budget for Fiscal Year 2020-2021. The effect is an increase in appropriations of \$8,055,479. (Elizabeth Comfort, Finance Department)

Opened Public Hearing
In Person Comment – N/A
Zoom Comment – N/A
Closed Public Hearing

~Board Discussion~

Commissioner Schrader: I move for Approval of the Resolution for a Clackamas County Supplemental Budget for Fiscal Year 2020-2021

Commissioner Savas: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Smith: Aye –the motion carries 5-0

2. Resolution 2021-29 for Exemption and Authorization to Use a Competitive Proposal Process to Obtain a P3 Project Company for the Courthouse Replacement Project (Gary Barth, County Administration)

Opened Public Hearing
In Person Comment – N/A
Zoom Comment – N/A
Closed Public Hearing

~Board Discussion~

Commissioner Fischer: I move for Approval of the Resolution for Exemption and Authorization to Use a Competitive Proposal Process to Obtain a P3 Project Company for the Courthouse Replacement Project

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: No.

Chair Smith: Aye –the motion carries 4-1

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

A. Health, Housing & Human Services

1. Approval to Apply to Funding Opportunity OHA-5180-21 with Oregon Health Authority (OHA) for Increasing Community Access to Care Utilizing Measure 110 Funds. Estimated total to be more than \$150,000 with funding through the Oregon Health Authority. No general funds are involved. – Health Centers
2. Approval of Amendment #2 to the Intergovernmental Agreement with Oregon Health & Sciences University (OHSU) for the Oregon Care Coordination Program (CaCoon). This amendment would add \$89,977 with a contract maximum value is \$234,164. Funding through grants from Oregon Health Science University, no general funds are involved. – Public Health
3. Approval of Amendment #5, to Intergovernmental Subrecipient Agreement with City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents. This amendment adds \$29,483 for a maximum agreement of \$125,389 and is funded through the older American act and ride connection pass through funds, no general funds are involved. – Social Services
4. Approval of Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for the operation and financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs. Revenue contract maximum value of \$8,324,692.18 with funding through the State of Oregon and Oregon Health Authority. No general funds are involved. – Behavioral Health
5. Approval of Intergovernmental Agreement Amendment #2 with Clackamas County Circuit Court to provide Protective Order and Support Services. This amendment will add \$73,277 for a maximum value of \$225,439 with funding through US Department of Justice. No general funds are involved and no match is required. – CFCC

B. Department of Transportation & Development

1. Approval of Intergovernmental Grant Agreement #34284 with the State of Oregon, acting by and through its Department of Transportation, Commerce and Compliance Division for Clackamas County Motor Carrier Personnel to perform Commercial Vehicle Inspections at State Weigh Stations- No Financial Impact, agreement only.

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

D. Business & Community Services

1. Approval of State of Oregon, Department of Administrative Services, Grant Agreement Amendment #1 with Clackamas County to provide additional funding for grants to the local small business community impacted by the COVID-19 pandemic. This amendment will add \$2,700,986.76 in relief fund dollars, making the total agreement value \$6,869,522.76 funded through the State of Oregon. No general funds are involved.

Commissioner Schrader: I move for Approval the consent agenda

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Smith: Aye –the motion carries 5-0

The Board will now Recess as the Board of County Commissioners and convene as the Development Agency for the next item on the agenda.

DEVELOPMENT AGENCY CONSENT AGENDA <https://www.clackamas.us/meetings/bcc/business>

1. Approval of Resolution _____ for a Clackamas County Development Agency Supplemental Budget (Less than Ten Percent and Budget Reduction) For Fiscal Year 2020-2021. The effect is an increase in appropriations of \$337,507 with funding through Urban Renewal – Tax Increment Financing.

Commissioner Shull: I move for Approval the consent agenda

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Smith: Aye –the motion carries 5-0

The Board will adjourn as the Development Agency and convene as the Board of the North Clackamas Parks and Recreation District for the next consent agenda.

IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT CONSENT AGENDA

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

1. Amendment No. 5 to the Interagency Agreement between North Clackamas Parks and Recreation District (NCPRD) and Health, Housing and Human Services (H3S) Social Services Division. This amendment increases the contract value by \$44,653 with a maximum contract value to \$446,020. This is funded through the Older American Act. No general funds are involved.

Commissioner Shull: I move for Approval the consent agenda

Commissioner Savas: Second

Clerk called the Poll

Commissioner Schrader: Aye.
Commissioner Shull: Aye.
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Chair Smith: Aye –the motion carries 5-0

The Board will adjourn as the North Clackamas Parks and Recreation District and reconvene as the Board of County Commissioners for the remainder of the meeting.

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

~Board Discussion~

Opened Public Hearing

In Person Comment

1. Stan Katherman – Damascus – Vote Nullification and Commissioner Shull’s rights;

Zoom Comment

1. Tammy Stevens – Quarterly Hamlet Report (5 Mins)
2. Michael Weber – Milwaukie – Mark Shull
3. Cris Waller – Milwaukie – Mark Shull
4. Bill Wehr – Damascus – Public Policy Item F.1 on the consent agenda; COVID Vaccine;
5. Yvonne Lazarus – Milwaukie – General Fund Money \$300,000; Commissioners with lives threatened;
6. Christine Kennedy – Lake Oswego - Covid Public Health Leadership – Miss Information around vaccines

Closed Public Hearing

VI. COUNTY ADMINISTRATOR UPDATE <https://www.clackamas.us/meetings/bcc/business>

The following item was signed in accordance with Clackamas County [Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Health, Housing, and Human Services Signed by Gary Schmidt – 5-18-2021 Request for Ratification by the BCC At the 5-20-2021 Business meeting.	This is for The Community Development Block Grant that was approved on May 6 but the grant amount has changed.

Commissioner Shull: I move to ratify this item
Commissioner Schrader: Second
Clerk called the Poll
Commissioner Schrader: Aye.
Commissioner Shull: Aye.
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Chair Smith: Aye –the motion carries 5-0

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

Adjourned 12:09 PM

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, June 3, 2021 – 10:00 AM

Virtual Meeting via Zoom and in Person

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Wild Fire Updates** <https://www.clackamas.us/meetings/bcc/business>

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

~Board Discussion~

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

1. Approval of a Board Order for Boundary Change Proposal CL 21-001 Annexation to Clackamas County Service District No. 1

Opened Public Hearing

In Person Comment – N/A

Zoom Comment – N/A

Closed Public Hearing

Commissioner Shull: I move for Approval of a Board Order for Boundary Change Proposal CL 21-001 Annexation to Clackamas County Service District No. 1

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Smith: Aye –the motion carries 5-0

2. Approval of a Board Order for Boundary Change Proposal CL 20-002 Annexation to Clackamas County Service District No. 1

Opened Public Hearing

In Person Comment – N/A

Zoom Comment – N/A

Closed Public Hearing

Commissioner Shull: I move for Approval of a Board Order for Boundary Change Proposal CL 20-002 Annexation to Clackamas County Service District No. 1

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Smith: Aye –the motion carries 5-0

3. Approval of a Board Order for Boundary Change Proposal CL 20-005 Annexation to Clackamas County Service District No. 1

Opened Public Hearing

In Person Comment – N/A

Zoom Comment – N/A

Closed Public Hearing

Commissioner Shull: I move for Approval of a Board Order for Boundary Change Proposal CL 20-005 Annexation to Clackamas County Service District No. 1

Commissioner Savas: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Smith: Aye –the motion carries 5-0

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

A. Health, Housing & Human Services

1. Approval of Amendment #3 to an Agreement with Federal Highway Administration under the Federal Lands Access Program for Operations Funding for Mt Hood Express Service to Timberline Lodge. This amendment extends the agreement for 7 months and increases the total amount by \$18,400 for a total agreement of \$1,623,408. This is funded through the Federal Highway Administration and has no general funds involved. – Social Services
2. Approval of contract with MTR Western, LLC for the Shuttle Operation Services. The term of this contract is for \$942,504 and is funded through the State Transportation Improvement Fund. No general funds are involved. – Social Services
3. Approval of Intergovernmental Agreement #159475, Amendment 02 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program in Clackamas County. This is for \$458,050 and is funded through the State General Funds. No general funds are involved. – Social Services
4. Approval for the Children, Family & Community Connections (CFCC) Division of H3S to Apply to Housing Authority of Clackamas County for Supportive Housing Services. The grant maximum award is \$2,500,000. There is no match required and no general fund is involved. – CFCC
5. Approval of a Construction Contract between Clackamas County and Banlin Construction LLC for the Sandy Health Center Project. This is for \$4,738,515 and is funded through the Health Centers Divisions funds. There are no general funds involved. – Health Centers
6. Approval to Accept a Grant Award with Tides Foundation, in Partnership with Kaiser Permanente for participation in the Virtual Care Innovation Network – Clinic Connection Track. The maximum value is \$12,000 and is funded through the Tides Foundation, no general funds are involved. – Health Centers
7. Approval of HOME Loan Documents with Webster Road Housing Limited Partnership for the Webster Road Redevelopment in Gladstone, Oregon. The HOME fund is \$400,000 and is a long term loan with 0% interest deferred, no general funds are involved. – Community Development
8. Approval of Amendment #01 to an Agreement with CareOregon, Inc. regarding Crisis Respite Services provided by Cascadia Behavioral Healthcare, Inc. This contract is

valued up to \$364,270 and is funded through the State of Oregon, no general funds are involved. – Behavioral Health

9. Approval of an Amendment #01 to Subrecipient Agreement with Cascadia Behavioral Healthcare, Inc. for Residential Treatment Services. This amendment adds \$12,228 for a new contract value of \$334,894. It is funded through the State of Oregon and no general funds are involved. – Behavioral Health
10. Approval of Amendment #02 to a Contract with Line for Life for Crisis Line Services. This amendment adds \$34,151 with a contract maximum of \$167,351 and is funded through the Oregon Health Plan. No general funds are involved. – Behavioral Health Division
11. Approval of Amendment #20 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. This amendment adds a federal award amendment to the federal award information database, this contract maximum will remain the same at \$19,499,741. No additional funds are involved for this amendment. – Public Health
12. Approval of Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority (OHA) for access to the electronic referral system, Oregon Tobacco Quit Line. The contract maximum is \$40,000 and is funded through the Health Share of Oregon Grant, no general funds are involved. – Public Health

B. Transportation & Development

1. Approval of a Personal Services Contract with Carl D. Cox, Attorney at Law, for Land Use Hearings. Contract not to exceed \$175,000 per fiscal year with a total not to exceed amount of \$1,050,000 for six years. This is a mix of funding through Land Use Hearings officer fees and general fund.
2. Approval of a Personal Services Contract with Joe Turner, P.C., Municipal Hearing Official, for Land Use Hearings Officer. Contract not to exceed \$175,000 per fiscal year with a total not to exceed amount of \$1,050,000 for six years. This is a mix of funding through Land Use Hearings officer fees and general fund.

C. Finance

1. Approval of a Grant Agreement with the U.S. Department of Treasury for Coronavirus Local Fiscal Recovery Fund Award. This is an award of \$81.8 million. No general funds are involved.

D. Elected Officials

1. Approval of Contract #4061 with Chem Image Corporation for the purchase of Mail Scanning Equipment for the Clackamas County Jail. The purchase price is \$179,694. The funding will come through the State Forfeiture Funds. No general funds are involved. - Clackamas County Sheriff's Office
2. Request by the Clackamas County Sheriff's Office (CCSO) to Enter into an Intergovernmental Agreement with the State of Oregon through its Department of Transportation, Commerce and Compliance Division (CCD) to provide CCSO access to weight stations to assist with law enforcement activity. There is no fiscal impact for this. - Clackamas County Sheriff's Office
3. Approval of Amendment #2 to Contract #4111 with Star Cars, LLC for Sheriff's Office Vehicle Installation Services. This would add an additional \$150,000 with a new not to exceed of \$850,000 and is funded through the Sheriff's Office Budget. No general funds are involved. - Clackamas County Sheriff's Office

E. CCOM

1. Approval of a contract with Oregon Department of Forestry for acquisition of remote dispatching kits related to House Bill 5042: County Communication Infrastructure Grant Program. \$298,000 will be reimbursed from Oregon Department of Forestry. No general funds are involved.
2. Approval of a Contract with Motorola Solutions Inc. for Maintenance and Equipment of the VESTA 911 Phone System Project. The total contract over 5 years will be \$600,000

and is funded through Oregon Emergency Management and C-Com User Fees. No general funds are involved.

F. County Counsel

1. Designation of Newspaper for 2021 Property Tax Foreclosure Publication. The costs are unknown and will be funded through the Assessment and Taxation's Legal Notices Budget.

G. Technology Services

1. Approval of a Service Level Agreement between Clackamas Broadband eXchange and Link Oregon. This will be a non-recurring fee of \$2,400 for the new fiber construction and pay an annual recurring lease fee of \$3,060. This is funded through CBX budget and then reimbursed by Link Oregon. No general funds are involved.
2. Approval for a Non-Disclosure Agreement between Clackamas Broadband eXchange and Verizon Business Network Services, Inc. No fiscal impact.

H. Human Resources

1. Approval of the Labor Contract between the County of Clackamas and the Clackamas County Peace Officers' Association (POA)

I. Disaster Management

1. Approval of a sub-recipient agreement with Oregon State Fire Marshall's Office for a hazardous material exercise with the Local Emergency Preparedness Committee. The agreement is for \$17,345 with a 25% match (\$4,336). The match can and will be done with staff time, so there will be no general fund impact.

Commissioner Schrader: I move for Approval the consent agenda

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Smith: Aye –the motion carries 5-0

The Board will now Recess as the Board of County Commissioners and convene as the North Clackamas Parks & Recreation District for the next item on the agenda.

III. NORTH CLACKAMAS PARKS & RECREATION DISTRICT CONSENT AGENDA

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

1. Approval of a Local Government Grant Program Agreement between the North Clackamas Parks and Recreation District and the Oregon Parks and Recreation Department for Development of Milwaukie Bay Park. The total project cost is \$1.5 Million and the required 50% match is \$750,000. North Clackamas Parks and Recreation District System Development Charge Revenue will fund the match. No general funds involved.
2. Approval of Notice to Renew Lease Agreement Fourth Amendment/Extension with Phoenix Investment Group and North Clackamas Parks and Recreation District for District's Maintenance Shop. This lease will be for \$295,968 over 3 years and will come out of North Clackamas Parks and Recreation District General Fund.

~Board Discussion~

Commissioner Savas: I move for 2 amendments, include asterisk on 2nd line page 3 agreement, and striking works on the 3rd and 4th column up until June 21st.

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.
Chair Smith: Aye –the motion carries 5-0

~Board Discussion~

Commissioner Schrader: I move for Approval the remaining consent agenda
Commissioner Savas: Second
Clerk called the Poll
Commissioner Schrader: Aye.
Commissioner Shull: Aye.
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Chair Smith: Aye –the motion carries 5-0

The Board will adjourn as the North Clackamas Parks and Recreation District and convene as Water Environment Services for the next consent agenda.

IV. *WATER ENVIRONMENT SERVICES CONSENT AGENDA

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

1. Approval of Contract between Water Environment Services and Jacobs Engineering Group, Inc., for the Kellogg Creek Water Resource Recovery Facility Aeration Improvements. Total contract value is \$239,947 until May 1, 2022, with funding through the capital improvements plan. No general funds are involved. – Procurement
2. Approval of Amendment # 1 to Contract # 4085 between Water Environment Services and Metro Presort, Inc. for Utility Bill Printing and Mailing Services. Amendment #1 adds additional compensation of \$350,000 for a total contract of \$1,225,000 with funding through Water Environment Services Fund. No general funds are involved. – Procurement
3. Approval of Contract between Water Environment Services and Paul Brothers Inc., for the Tri-City Water Resource Recovery Facility (“WRRF”) Mitigation Planting Project. Total contract value of \$162,677 until November 1, 2021, with funding through the capital improvements plan. No general funds are involved. – Procurement

Commissioner Schrader: I move for Approval the remaining consent agenda
Commissioner Savas: Second
Clerk called the Poll
Commissioner Schrader: Aye.
Commissioner Shull: Aye.
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Chair Smith: Aye –the motion carries 5-0

The Board will adjourn as the Water Environment Services and reconvene as the Board of County Commissioners for the remainder of the meeting.

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

~Board Discussion~

Opened Public Hearing In Person Comment

1. Rick Dodge – Milwaukie – Commissioner Shull and Chair Smith; Jim Crow;
2. Yvonne Lazurus – Money; Tuesday Business; CCC - \$300,000; Mark Shull;
3. Jo Haverkamp – Mark Shull; Jim Crow; Tootie Smith; Gary Schmidt publishing report;

4. Les Poole – Gladstone – Commissioner Fischer; Governor

Zoom Comment

1. Angela Nylund – Boring – Commenting on Policy Meeting; County businesses; Vaccine Passport; Tuesday meeting;
2. Michael Weber – Milwaukie – Commissioner Shull ; Chair Smith; Vaccine Passport;
3. Cris Waller – Milwaukie – Commissioner Shull; Chair Smith
4. Bill Wehr – Damascus – Public Policy; Vaccine Passport; Commissioner Fischer
5. Tim Smith - Wilsonville - June 2nd commissioners meeting; Commissioner Shull;
6. Connie Lee – Lake Oswego – Racism; 398 Senate Bill; Metro Facility; Chair Smith
7. Christine Kennedy – Lake Oswego – Covid response and vaccination rate; Chair Smith;

~Board Discussion~

Closed Public Hearing

VI. COUNTY ADMINISTRATOR UPDATE <https://www.clackamas.us/meetings/bcc/business>

The following item was signed in accordance with Clackamas County [Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
<p>Health, Housing, and Human Services Signed by Gary Schmidt – 5-22-2021 Request for Ratification by the BCC At the 6-3-2021 Business meeting.</p>	<p>Under the COVID-19 Emergency Declaration, today I signed a contract on your behalf. It is for Health, Housing and Human Services. It is an Intergovernmental Agreement between Clackamas County and the State of Oregon, Housing and Community Services Department, for the Oregon Emergency Rental Assistance Program. Clackamas County will be receiving \$8.4 million in rental assistance funds from Federal CARES Act funds, passed through to the State of Oregon. No General Funds are involved. The agreement lasts until September 30, 2022. You discussed this issue in Executive Session today, May 20, and gave a head-nod to move forward, which is why I felt comfortable signing such a large dollar agreement on your behalf.</p>
<p>Disaster Management Services Signed by Gary Schmidt – 5-24-2021 Request for Ratification by the BCC At the 6-3-2021 Business meeting.</p>	<p>Under the COVID-19 Emergency Declaration, today I signed a contract on your behalf. It is for Disaster Management. It is an Intergovernmental Agreement with the Oregon Health Authority for COVID-19 vaccination operations. The Oregon Health Authority is paying Clackamas County \$1 million for these services. There are no General Funds involved. The agreement lasts until September 30, 2021.</p>
<p>Disaster Management Services Signed by Gary Schmidt – 5-26-2021 Request for Ratification by the BCC At the 6-3-2021 Business meeting.</p>	<p>Under the COVID-19 emergency declaration, yesterday, May 26, I signed a contract on your behalf. It is for Disaster Management. It is an amendment to a subrecipient agreement between the County and the Clackamas County Children’s Commission for an emergency solutions grant - COVID. This provides rapid rehousing services to</p>

	those impacted by COVID-19. This is funded by federal CARES Act funds. No General Funds. This amendment does not add any additional dollars. It only extends the time of the agreement, now until December 31, 2021.
--	--

Commissioner Schrader: I move to ratify this item

Commissioner Savas: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Smith: Aye –the motion carries 5-0

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

Adjourned 12:30 PM



Disaster Management
 1710 Red Soils Ct., Ste. 225
 Oregon City, OR 97045

T 503-655-8378

clackamas.us

June 17, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement Amendment between the City of Portland and Clackamas County for purchase and reimbursement activities related to the use of the FY18 United States Department of Homeland Security's Urban Area Security Initiative (UASI) grant program

Purpose/Outcomes	The Subrecipient Agreement Amendment is the third amendment between the City of Portland and Clackamas County to extend the effective date until, and including January 15, 2022.
Dollar Amount and Fiscal Impact	FY18 UASI funds under the Clackamas County agreement will not be amended and remain a total of \$443,381.
Funding Source	The funding source for the FY18 UASI grant is the United States Department of Homeland Security via the Oregon Military Department.
Duration	The agreement is effective from the date both parties have signed and shall end, unless otherwise terminated or extended, on January 15, 2022.
Previous Board Action	The Board of County Commissioners approved the FY18 UASI Intergovernmental Agreement with the City of Portland on May 15, 2019, agenda item F.2., the first amendment on Jan. 9, 2020, agenda item E.1., and the second amendment on April 15, 2021.
Strategic Plan Alignment	1. Ensure Safe, Healthy and Secure Communities
Counsel Review	June 1, 2021, AN
Procurement Review	N/A – not a contract
Contact Person	Nancy Bush, Director – Emergency Management - 655-8665
Contract No.	N/A

BACKGROUND:

The Urban Area Security Initiative (UASI) is comprised of the City of Portland and the contiguous counties of Clackamas, Multnomah, Washington, Columbia and Clark County, Washington. In FY17, \$2,837,000 was awarded to the UASI region. \$800,000 of the total directly benefited Clackamas County. The FY18 grant will bring \$2,353,665 to the Portland Urban Area. A minimum of \$443,281 of that total will directly benefit Clackamas County agencies. The County will also benefit from UASI-funded regional projects related to training, exercise, and equipment, as well as the continued support of a regional Intelligence Fusion Center.

RECOMMENDATION:

Staff respectfully recommends the Board approve this agreement.

Sincerely,

Daniel Nibouar, Interim Director
 Clackamas County Disaster Management

Subrecipient AGREEMENT

Between

THE CITY OF PORTLAND, OREGON

and

Clackamas County

AMENDMENT #3

This is Amendment #3 to Contract #32001910 effective May 24, 2019, between the City of Portland (“City”) and Clackamas County, Oregon (“Agency”).

Section B Effective Date and Duration

This Agreement is effective from the date both parties have signed and **is extended until, and including January 15, 2022.**

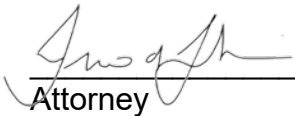
All other terms and conditions shall remain unchanged and in full force and effect.

This amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same amendment. The parties agree the City and Agency may conduct this transaction by electronic means, including the use of electronic signatures.

City of Portland

Date _____

APPROVED AS TO FORM



Attorney

Date 5/24/2021

Clackamas County, Oregon

Date _____

APPROVED AS TO FORM

Attorney

Date _____



Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

T 503-655-8378

clackamas.us

June 17, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Amendment No. 1 to Intergovernmental Agreement between the State of Oregon (Oregon State Police)
and Clackamas County for Medical Examiner's Office Building Agreement

Purpose/Outcome	The purpose of this amendment is to extend the agreement to permit the County's use of and access to facilities and use of an enhanced account for the MDI Log Case Management System through June 30, 2023, and increase space available to the Clackamas Medical Examiner's Office.
Dollar Amount and Fiscal Impact	Clackamas Medical Examiner's Office will be paying \$3,318.44 monthly for use of the Oregon State Medical Examiner's Office Facility and Log Case Management System. This is a budgeted expense.
Funding Source	General Fund
Duration	Two Fiscal Years
Previous Board Action	Board previously approved IGA-540-19 on January 23, 2019.
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities.
Counsel Review	May 18, 2021, KR
Procurement Review	N/A
Contact Person	Daniel Nibouar, Interim Director, 503-650-3381
Contract No.	None

BACKGROUND: Since October 2004 Clackamas County Medical Examiner's Office has shared space with the Oregon State Medical Examiner's Office. The County has paid for those services through an IGA. The most recent IGA signed was in 2019.

Oregon State Police/Medical Examiner's Office is now updating language regarding the facilities, extending the agreement by two fiscal years, and increasing the monthly fee from \$2,674.25 to \$3,318.44.

The agreement covers 24/7 use and access to the facilities and the Log Case Management System that is required for all medical examiner cases. It is important to note that the Oregon State Medical Examiner's Office provides autopsies and toxicology services at no cost.

RECOMMENDATION: Staff respectfully recommends Board approval of the Amendment to the IGA between Oregon State Police/Medical Examiner's Office and Clackamas County.

Sincerely,

Daniel Nibouar, Interim Director
Clackamas County Disaster Management

OSP IGA-540-19, Amendment #1

Amendment No. 1 to OSP IGA-540-19

This is Amendment No. 1 to IGA-540-19, dated January 29, 2020, as amended from time to time (“Agreement”) between the State of Oregon, acting by and through its Department of State Police (hereinafter “Agency”), and Clackamas County (hereinafter “County”). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

RECITALS

- 1. This agreement pertains to the cooperation between the Agency and the County regarding the “IGA (Shared Office Space)”.

The Agreement is amended as follows:

- 1. Section 3 of the Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strike through~~):

This Agreement is effective on the date of last signature, and terminates on June 30th, ~~2023~~**2021** unless terminated earlier in accordance with Section 13.

- 2. Exhibit A of the Agreement is amended as attached (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strike through~~).
- 3. Exhibit C (Space Map Diagram) of the Agreement is deleted and replaced with Revised Exhibit C, effective the Amendment Effective Date.
- 4. County represents and certifies that County has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
- 5. County certifies, in accordance with ORS 279A.112, that County has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Agreement, County shall maintain, throughout the duration of this Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the County’s policy and practice.

Except as expressly amended above, all other terms and conditions of Agreement are still in full force and effect. County certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Agreement.

Clackamas County

By: _____
 Title: _____
 Date: _____

STATE OF OREGON, acting by and through its

By: Oregon State Police
 Title: _____
 Date: _____

Approved pursuant to ORS 291.047

By: Exempt
 Assistant Attorney General
 Date: _____

EXHIBIT A

STATEMENT OF WORK

PURPOSE

By execution of this Agreement, Agency hereby agrees to let the County access and use that portion of its facility located at 13309 SE 84th Avenue Suite 100 in Clackamas County, Oregon which is shown on Exhibit C ("Rental Space"). The access and use of the Rental Space is subject to the following terms and conditions:

- a. County shall be entitled to full access to and use of the Rental Space for the entire term of this Agreement for County's government office and related purposes. County staff assigned to work in the Rental Space may reasonably use common areas of the facility such as restrooms, break rooms and hallways.
- b. Agency shall be responsible for providing the following:
 - i. One super-administrator account for the MDI-Log Case Management system.
 - ii. ~~Two (2)~~**Three (3)**(8' X 8') ~~64~~**64**sq. ft. cubicle workspaces, one (1) 157 sq. ft. office, ~~139~~**139** sq. ft. cooler/freezer body storage space, and ~~100~~**50** sq. ft. storage space hereafter referred to as "Rental Space" as identified on Exhibit C (Space Map Diagram).
 - iii. Telephone service for ~~three (3)~~**four (4)** lines. Includes lines, handsets and local service charges incurred within this facility on building's telephone equipment.
 - iv. Agency-owned Furniture. Agency will allow County staff the continued use of the already-assigned Agency-owned furniture. This consists of ~~two (2)~~**three (3)** existing Herman Miller 8' X 8' workstations, ~~chairs~~, and telephone handsets. County is responsible for maintaining furniture in good condition, subject to ordinary wear. Any damage, loss, or destruction to the furniture will be charged to the County at its costs of replacing or repairing the furniture, including materials, parts and labor. County shall not remove any item of furniture from building without Agency's prior written approval.

Any new furniture or modifications, if requested, to existing will be charged to the County at its costs, including materials, parts and labor. County owned or privately owned items are not included, such as qualifying ergonomic items and chairs.
 - v. All infrastructure support, HVAC, utilities, sewer and water, waste management/biohazard disposal, shredding/recycling, and office janitorial service.
 - vi. Building Security which includes outside fencing of the rear parking and receiving area, security lighting, interior card readers and security logging software and bullet resistant glass at the public receiving area.
 - vii. Office Equipment. Use of, maintenance, and support of office equipment deemed necessary by the State Medical Examiner's Office, such as FAX machines, dictation/transcription devices, large volume printer, and copy machines.
 - viii. Lab Equipment. Use of, maintenance, and support of all lab equipment deemed necessary by the State Medical Examiner's Office. To include radiology equipment (including licenses), autopsy tables, sinks, body lifts, dictation systems, floor scales, photography infrastructure, washer/dryer and lab storage cabinets.

OSP IGA-540-19, Amendment #1

- ix. Cleaning and other supplies for the lab areas, to include autopsy instruments and maintenance, body shrouds, and other related items.
 - x. Information Technology support and hardware. Agency will provide limited information technology support and hardware that includes computer servers, network routers, network hubs, access to outside connectivity, network licenses, and data outlets.
 - xi. Reserved parking for two (2) County Medical Examiner vehicles. Limited off-street parking will be available to County staff on a first come, first served basis. Parking for the disabled will always be provided in compliance with the Oregon Revised Statutes (ORS) 447.233.
- c. County will be responsible for the following:
- i. Its own desktop workstations, notebook computers, and printers, and support of these items.
 - ii. The setup and connection to their external county systems with coordination through the State Medical Examiner and Oregon State Police Information Technology representative.
 - iii. Improvements and Alterations. County may place chattels, partitions, and may make nonstructural improvements and alterations to the Rental Space only at its own expense and only after receiving Agency's written approval, which shall not be unreasonably withheld. County will retain ownership of all its chattels, partitions, and the like placed in the Rental Space by County. Any County improvement work which modifies or affects proper operation of the HVAC system shall not be allowed.

EXHIBIT B

COSTS

Services Provided	Fiscal Year 2019-20 Monthly Costs	Fiscal Year 2020-21 Monthly Costs
1. Super Admin MDI- Log Account	\$1,500.00	\$1,500.00
2. Rental Space	\$1,174.25	\$1,174.25
Total Monthly Amount	\$2,674.25	\$2,674.25

<u>Services Provided</u>	<u>Fiscal Year 2021-22 Monthly Costs</u>	<u>Fiscal Year 2022-23 Monthly Costs</u>
3. <u>Super Admin MDI- Log Account</u>	<u>\$1,500.00</u>	<u>\$1,500.00</u>
4. <u>Rental Space</u> <u>538 sq. ft. at \$3.38 per sq. ft.</u>	<u>\$1,818.44</u>	<u>\$1,818.44</u>
<u>Total Monthly Amount</u>	<u>\$3,318.44</u>	<u>\$3,318.44</u>



June 17, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply for FY2021 Emergency Management Performance Grant
between Clackamas County and the State of Oregon

Purpose/Outcomes	The FY2021 Emergency Management Performance Grant (EMPG) will reimburse Clackamas County Disaster Management (CCDM) for up to 50% of pre-identified program costs.
Dollar Amount and Fiscal Impact	The grant agreement total value anticipated is around \$212,000. The grant is a 50% federal share grant that will reimburse CCDM for up to fifty percent of salaries and benefits of six employees. However, there may be reallocation late in the FY which could raise award value.
Funding Source	FY 2021 Emergency Management Performance Grant via the State of Oregon Military Department, Office of Emergency Management (OEM)
Duration	Estimated to be effective July 1, 2021 and terminate on June 30, 2022
Strategic Plan Alignment	Ensure Safe, Healthy, and Secure Communities by providing funds to cover a portion of CCDM staff salaries and benefits.
Previous Board Action	The Board approved the application for the FY20 EMPG on July 9, 2020, agenda item F.1. The FY20 EMPG agreement was approved by the Board on December 10, 2020, agenda item E.1.
County Counsel Review	Not applicable until agreement is provided by OEM
Procurement Review	No procurement review required as this is an IGA.
Contact Person	Daniel Nibouar Phone: (503) 650-3381 Email: DNibouar@clackamas.us

BACKGROUND:

County emergency management programs are required by Oregon Revised Statutes 401. The EMPG is a recurring federal grant program providing limited reimbursement of a portion of the costs incurred in operating local emergency management programs. The funds provided are for the development of an all-hazard emergency management capability to promote preparedness, mitigation, response and recovery.

RECOMMENDATION:

Staff respectfully recommends BCC approval of the Disaster Management FY2021 EMPG application.

Respectfully Submitted,

Daniel Nibouar, Interim Director
Clackamas County Disaster Management

Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

T 503-655-8378

clackamas.us

OREGON OFFICE OF EMERGENCY MANAGEMENT
GRANT COVER SHEET: FY2021 EMPG

Agency: Clackamas County
Address: 1710 Red Soils Ct, Suite 225, Oregon City, OR 97045

Federal Funds Requested: \$212,015 (50%)
Matching Funds: \$212,015 (50%)
Total Project Funds: \$424,030 (100%)

Agency Points of Contact:

Program Daniel Nibouar Title: Interim Director
Address: 1710 Red Soil Ct, Oregon City, OR 97045
Phone: 503-650-3381 Email: dnibouar@clackamas.us

Fiscal Ramona Elkholtm Title: Accountant 2
Address: 2051 Kaen Rd, Oregon City, OR 97045
Phone: 503-742-5418 Email: ramonaekh@clackamas.us

Agency Federal Tax Identification Number: 93-6002286

Agency Data Universal Numbering System (DUNS) Number:
096992656

*To obtain a DUNS number for your agency, please go to the D&B website:
<http://fedgov.dnb.com/webform>, or call the DUNS Number request line at 1-866-705-5711.*

Completed required registration/annual update in Systems Award Management (SAM): Date *Daniel Nibouar* **(Must Initial)**

Your DUNS number is a required field to start your SAM registration.

CAGE Number: 3UFZ9 *(found within your completed SAM)*
To register in SAM, please go to the SAM website: www.sam.gov/portal/public/SAM/.

My jurisdiction has a property/equipment tracking and monitoring system in place that complies with the requirements set forth in 44CFR Section 13.

Must Initial One: Yes: *Daniel Nibouar* No:

An EHP Screening Memo is included for any equipment items included in our budget.

Must Initial One: Yes: N/A *Daniel Nibouar*

Authorized Official for the Agency: Daniel Nibouar

Signature of Authorized Official: *Daniel Nibouar*

Date Signed: 5/28/2021

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: Disaster Management Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: FY2021 Emergency Management Performance Grant
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Daniel Nibouar
Requestor Contact Information: 503-650-3381; dnibouar@clackamas.us
Department Fiscal Representative: Ramona Ekholm
Program Name or Number (please specify): FY21 EMPG
Brief Description of Project:

The FY21 Emergency Management Performance Grant will reimbursement Clackamas County for up to 50% of staff salaries and benefits. Disaster Management will include the entire departmental salary and benefit amount in the grant application; however, grant award is anticipated to be approximately \$212,000.

Name of Funding (Granting) Agency: Federal Emergency Management Agency via Oregon Emergency Management

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

OR

Application Packet Attached: Yes No

Completed By: Daniel Nibouar Date: 5/28/2021

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

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

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: _____
CFDA(s), if applicable: 97.042
Announcement Date: 5/27/2021 Announcement Opportunity: FY20 Invitation to Apply
Grant Category/Title: FY21 Emergency Mgt. Performance Grant Max Award Value: Approximatley \$212,000
Allows Indirect/Rate: N/A Match Requirement: 50%
Application Deadline: 6/9/2021 Other Deadlines: _____
Grant Start Date: Estimated 7/1/20 Other Deadline Description: _____
Grant End Date: Estimated 6/30/21
Completed By: Daniel Nibouar
Pre-Application Meeting Schedule: _____

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

Mission/Purpose:

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

The grant reimburses salary and benefit costs for Disaster Management personnel.

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

Provides funding for personnel, resulting in support for Disaster Management programmatic activities.

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

None

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

The grant requires that each county has a dedicated emergency manager, is National Incident Management System (NIMS) compliant, has an Emergency Operations Plan (EOP) consistent with Comprehensive Preparedness Guidance 101, has a current and FEMA approved Natural Hazard Mitigation Plan, has an identified and functional Emergency Operations Center (EOC) and has an established incident command structure. Disaster Management personnel are tasked with ensuring these objectives and requirements are met.

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

Yes, the grant funds existing personnel costs for the Disaster Management Department.

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, the Disaster Management Department has six staff who are qualified to carry out the work required by the EMPG grant.

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?

N/A

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

N/A

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

N/A

Collaboration

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

None

Reporting Requirements

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

The grant requires quarterly performance reports and requests for reimbursement.

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

The Disaster Management evaluates grant performance on a quarterly basis in conjunction with the required performance reports. Performance data is gathered from department personnel and input into the required report template.

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

This grant requires quarterly reimbursement requests from the county to the state. Disaster Management's fiscal contact inside the Finance Department prepares these reports and all required supporting documentation.

Fiscal

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

Yes. This grant provides funding for personnel and the award amount is sufficient enough that it brings greater benefit than the cost to administer the grant.

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

This grant is a 50% match reimbursement grant, so county general funds are required to be spent for personnel. The grant reimburses up to 50% of the costs for personnel salary and benefits; however, the grant award amount is anticipated to be approximately \$212,000, a small portion of the total departmental salary and benefit costs.

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

Yes, this grant is a 50% match reimbursement grant. The county match portion is met with the departmental salary and benefit costs covered by the general fund.

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

This grant has historically been received each year; however, the future stability of the grant is unknown and future funding cannot be expected. The program will be sustained with general fund dollars.

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?

This grant allows indirect costs; however, the Disaster Management Department is not applying to use any indirect costs.

Program Approval:

Daniel Nibouar

5/28/2021



Name (Typed/Printed)

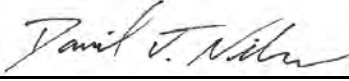
Date

Signature

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

Section IV: Approvals

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

DEPARTMENT DIRECTOR		
Daniel Nibouar	5/28/2021	
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.



CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

Capt. Malcolm McDonald
 Director

May 27, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment # 2 Grant Agreement JR-19-003 with the State of Oregon, Criminal Justice Commission, Justice Reinvestment for Clackamas County Community Corrections Programs

Purpose/Outcome	Continue the Pretrial Program while eliminating 2 IOP beds, and reducing validation study funds.
Dollar Amount and Fiscal Impact	Originally Awarded \$2,276,648.21 Reduction of funds due to pandemic (\$24,944.51) Awarded Balance Remaining \$2,251,703.70
Funding Source	Criminal Justice Commission
Duration	July 1, 2019-Dec 30, 2021
Previous Board Action/Review	2019-2021 biennial Justice Reinvestment Grant approved to develop Pretrial Program and expand Short-Term Transitional Leave (STTL) and Clackamas Substance Abuse Programs (CSAP). Grant agreement JR-19-003 was approved by the Board 12/2019
Strategic Plan Alignment	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
Contact Person	Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717

BACKGROUND: Clackamas County Community Corrections Justice Reinvestment (JRI) funded Pretrial Program, Short-Term Transitional Leave (STTL) program, and an expanded Clackamas Substance Abuse Program (CSAP) had a reduction in expenses due to the pandemic. This reduction in expenses resulted in unspent funds that the Criminal Justice Commission requires to be returned.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve Amendment # 2 Grant Agreement JR-19-003 from the Criminal Justice Commission, Justice Reinvestment, to maintain the Pretrial Program, STTL, and CSAP services to clients in our community.

Respectfully submitted,

Captain Malcom McDonald
 Director, Community Corrections



CRIMINAL JUSTICE COMMISSION
CONTRACT SIGNATURE MEMO

CONTRACT/GRANT AMOUNT: \$2,251,703.70

CONTRACT/GRANT #: JR-19-003

PROJECT START DATE:
7/1/2019

PROJECT END DATE:
12/31/2021

MEMORANDUM TO:	Ken Sanchagrin, Executive Director
ANALYST REVIEW:	Ian Davidson
TODAY'S DATE:	4/26/2021

GRANT RECEIVED:	2019-21 Justice Reinvestment Grant
------------------------	------------------------------------

FORMULA AND COMPETITIVE FEDERAL AWARD received and requires acceptance.
 The authorizing official must sign to accept the award and initial in the bottom right corner of each of the "special conditions pages." Following signature, the award will be electronically submitted to BJA/OJP for acceptance.

Contract has been reviewed and is recommended for signature.

GRANT AWARDS received should be reviewed for special conditions prior to recommending for signature.
 If special conditions require satisfaction prior to funding, indicate by checking "HOLD."

HOLD

ACCOUNTING REQUIREMENTS:

Award Submitted to Accounting New PCA Needed/Requested Grant Phase Requested/Assigned

PCA Assigned		Grant Phase		Project Phase	
--------------	--	-------------	--	---------------	--

AWARD RECIPIENT:	Clackamas County
-------------------------	------------------

REMITTANCE ADDRESS:	2051 Kaen Rd Oregon City, OR 97045	<input checked="" type="checkbox"/> ACH Requested
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CONTRACTS/GRANT AWARD AGREEMENTS ("Contract") should be reviewed prior to recommending for signature.
 Complete the information appropriate for Contract, print, sign and submit to Agency Operations for funding resource assignment. Agency Operations will submit to the Executive Director for execution.

Contract has been reviewed and is recommended for signature.

FUNDING RESOURCE:

General Fund (GF) Other Fund (OF) Federal Fund (FF)

PCA Assigned	75511	Grant Phase		Project Phase	Target - 02
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Vendor No.	1936002286	OR Tax ID No.		Agency OBJ	6306
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Monthly Reimbursement Quarterly Reimbursement Advance at Request Semi-Annual Advance
 COBID Certified

NEW Contract for:
2019 – 21 Justice Reinvestment Grant Program
 EXISTING Contract Amended:
Reduction in grant funding due to underspending.

ANALYST SIGNATURE		AGENCY OPERATIONS SIGNATURE	
BY (ANALYST SIGNATURE) <i>Ian T Davidson</i>	DATE SIGNED 4/27/2021	BY (OPERATIONS SIGNATURE)	DATE SIGNED

CRIMINAL JUSTICE COMMISSION
 JUSTICE REINVESTMENT GRANT PROGRAM
 GRANT AGREEMENT # JR-19-003
 AMENDMENT NO. 2

This is Amendment Number 2 to Grant Agreement No. JR-19-003 (“Agreement”) between the State of Oregon, acting by and through the Criminal Justice Commission (“CJC”), and Clackamas County (“Grantee”).

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

2. Amendment to Agreement. The Agreement is hereby amended as follows:

A. The Budget Summary in Exhibit A is amended and restated as follows:

BUDGET SUMMARY:

	Grant Funds Awarded
Personnel	\$1,662,152.16
Contractual Services	(\$363,075.00) \$338,130.49
Rent & Utilities	\$6,971.05
Equipment	\$9,744.00
10% Victims: Clackamas Women's Services	\$111,433.00
10% Victims: Northwest Family Services	\$101,508.00
10% Victims: CASA of Clackamas County	21,765
Total	(\$2,276,648.21) \$2,251,703.70

3. Counterparts. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. Original Agreement. Except as expressly amended above, all other terms and conditions of original Agreement remain in full force and effect. By its execution of this Amendment, Grantee certifies to CJC that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Signatures follow on the next page.

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

Grantee

By:

Signature of Grantee Date

Name & Title

Federal Tax ID Number State Tax ID Number

Criminal Justice Commission

By:

Ken Sanchagrín, Interim Executive Director Date

Approved for Legal Sufficiency:

By email from AAG Sam Zeigler dated August 18, 2020.



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

May 21, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and Oregon State Parks, Mclver State Park to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the Oregon State Parks, Milo Mclver State Park.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$30,000.00 in revenue to support the Community Service program.
Funding Source	Oregon State Parks, Milo Mclver State Park.
Duration	Effective once signed and terminates June 30, 2022.
Previous Board Action	This a new contract for a new vendor
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Oregon State Parks, Milo Mclver State Park. Crews consisting of a minimum of four offenders perform landscaping and cleanup for up to approximately six hours per day. Community Corrections provides a Work Crew Specialist to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200.00 to \$425.00 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for 1 year, July 1, 2021 through June 30, 2022 and allows for two additional one-year renewals.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Oregon State Parks, Milo Mclver State Park.

Respectfully submitted,

Malcolm McDonald, Director
Community Corrections



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

May 21, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and Oregon State Parks, Mclver State Park to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the Oregon State Parks, Milo Mclver State Park.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$30,000.00 in revenue to support the Community Service program.
Funding Source	Oregon State Parks, Milo Mclver State Park.
Duration	Effective once signed and terminates June 30, 2022.
Previous Board Action	This a new contract for a new vendor
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Oregon State Parks, Milo Mclver State Park. Crews consisting of a minimum of four offenders perform landscaping and cleanup for up to approximately six hours per day. Community Corrections provides a Work Crew Specialist to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200.00 to \$425.00 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for 1 year, July 1, 2021 through June 30, 2022 and allows for two additional one-year renewals.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Oregon State Parks, Milo Mclver State Park.

Respectfully submitted,

Malcolm McDonald, Director
Community Corrections

OREGON STATE PARKS, MILO MCIVER STATE PARK AMENDMENT #1

Amendment and renewal of Intergovernmental Agreement between Clackamas County (COUNTY) and Oregon State Parks, Milo McIver State Park (AGENCY) Dated March 25, 2021 for the provision of Community Service Work Crews.

This Amendment adds language to Terms of Agreement.

AMEND:

1. Term

CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2022. This serves as 1 (one) of 3 (three) renewals on this contract dated March 25, 2021.

This Amendment, when signed by Oregon State Parks, Milo McIver State Park and the Board of County Commissioners, on behalf of Clackamas County, will become part of the contract document dated March, 25 2021.

Clackamas County
Chair Tootie Smith
Commissioner Sonja Fischer
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader

Oregon State Parks
Milo McIver State Park
24101 S Entrance Road
Estacada, OR 97023
(503) 969-8260

Chair, Board of County Commissioners



Authorized Signature

Date

Clay S Courtwright, District Manager

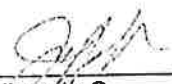
Printed Name/Title

Recording Secretary

5/11/2021

Date

Approved as to form



County Counsel 5/4/21



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

May 21, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and City of Oregon City to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the City of Oregon City.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$10,000.00 in revenue to support the Community Service program.
Funding Source	City of Oregon City.
Duration	Effective once signed and terminates June 30, 2022.
Previous Board Action	1 st Amendment
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of City of Oregon City. Crews consisting of a minimum of four offenders perform landscaping and cleanup for up to approximately six hours per day. Community Corrections provides a Work Crew Specialist to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200.00 to \$425.00 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for 1 year, July 1, 2021 through June 30, 2022 and allows for one additional one-year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to City of Oregon City.

Respectfully submitted,

Malcolm McDonald, Director
Community Corrections



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

May 21, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and City of Oregon City to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the City of Oregon City.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$10,000.00 in revenue to support the Community Service program.
Funding Source	City of Oregon City.
Duration	Effective once signed and terminates June 30, 2022.
Previous Board Action	1 st Amendment
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of City of Oregon City. Crews consisting of a minimum of four offenders perform landscaping and cleanup for up to approximately six hours per day. Community Corrections provides a Work Crew Specialist to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200.00 to \$425.00 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for 1 year, July 1, 2021 through June 30, 2022 and allows for one additional one-year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to City of Oregon City.

Respectfully submitted,

Malcolm McDonald, Director
Community Corrections

CITY OF OREGON CITY AMENDMENT #2

Amendment and renewal of Intergovernmental Agreement between Clackamas County (COUNTY) and CITY OF OREGON CITY (AGENCY) Dated June 26, 2019 for the provision of Community Service Work Crews.

This Amendment adds language to Terms of Agreement.

AMEND:

1. Term

CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2022. This serves as 2 (two) of 3 (three) renewals on this contract dated June 26, 2019.

This Amendment, when signed by City of Oregon City and the Board of Commissioners, on behalf of Clackamas County, will become part of the contract document dated June 26, 2019.

Clackamas County
Chair Tootie Smith
Commissioner Sonia Fischer
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader

City of Oregon City
122 S Center
Oregon City, OR 97045
(503) 657-0891

Chair, Board of County Commissioners

Date

Recording Secretary

Eric M Hand

Authorized Signature

Eric M. Hand

Printed Name/Title
WW/STN Manager

5/6/21

Date

Approved as to form

[Signature] 5/4/21

County Counsel



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

May 21, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and City of Milwaukie to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the Clackamas Community College.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$6,000.00 in revenue to support the Community Service program.
Funding Source	City of Milwaukie.
Duration	Effective once signed and terminates June 30, 2022.
Previous Board Action	1 st Amendment
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of City of Milwaukie. Crews consisting of a minimum of four offenders perform landscaping and cleanup for up to approximately six hours per day. Community Corrections provides a Work Crew Specialist to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200.00 to \$425.00 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for 1 year, July 1, 2021 through June 30, 2022 and allows for one additional one-year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to City of Milwaukie.

Respectfully submitted,

Malcolm McDonald, Director
Community Corrections



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

May 21, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and City of Milwaukie to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the Clackamas Community College.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$6,000.00 in revenue to support the Community Service program.
Funding Source	City of Milwaukie.
Duration	Effective once signed and terminates June 30, 2022.
Previous Board Action	1 st Amendment
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of City of Milwaukie. Crews consisting of a minimum of four offenders perform landscaping and cleanup for up to approximately six hours per day. Community Corrections provides a Work Crew Specialist to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200.00 to \$425.00 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for 1 year, July 1, 2021 through June 30, 2022 and allows for one additional one-year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to City of Milwaukie.

Respectfully submitted,

Malcolm McDonald, Director
Community Corrections

CITY OF MILWAUKIE AMENDMENT #2

Amendment and renewal of Intergovernmental Agreement between Clackamas County (COUNTY) and CITY OF MILWAUKIE (AGENCY) Dated June 26, 2019 for the provision of Community Service Work Crews.

This Amendment adds language to Terms of Agreement.

AMEND:

1. Term

CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2022. This serves as 2 (two) of 3 (three) renewals on this contract dated June 26, 2019.

This Amendment, when signed by City of Milwaukie and the Board of Commissioners, on behalf of Clackamas County, will become part of the contract document dated June 26, 2019.

Clackamas County
Chair Tootie Smith
Commissioner Sonia Fischer
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader

City of Milwaukie
Ann Ober, City Manager
10722 SE Main Street
Milwaukie, OR 97222
(503) 786-7555

Chair, Board of County Commissioners



Authorized Signature

Date

Ann Ober, City Manager


Printed Name/Title

Recording Secretary

5/13/21

Date

Approved as to form



County Counsel

5/4/21



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

May 21, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and Clackamas Community College to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the Clackamas Community College.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$10,000.00 in revenue to support the Community Service program.
Funding Source	Clackamas Community College.
Duration	Effective once signed and terminates June 30, 2022.
Previous Board Action	1 st Amendment
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Clackamas Community College. Crews consisting of a minimum of four offenders perform landscaping and cleanup for up to approximately six hours per day. Community Corrections provides a Work Crew Specialist to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200.00 to \$425.00 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for 1 year, July 1, 2021 through June 30, 2022 and allows for one additional one-year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Clackamas Community College.

Respectfully submitted,

Malcolm McDonald, Director
Community Corrections



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS

1024 MAIN STREET • OREGON CITY • OREGON • 97045

TELEPHONE 503-655-8603 • • • FAX 503-650-8942

May 21, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and Clackamas Community College to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the Clackamas Community College.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$10,000.00 in revenue to support the Community Service program.
Funding Source	Clackamas Community College.
Duration	Effective once signed and terminates June 30, 2022.
Previous Board Action	This a new contract for a new vendor
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Clackamas Community College. Crews consisting of a minimum of four offenders perform landscaping and cleanup for up to approximately six hours per day. Community Corrections provides a Work Crew Specialist to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200.00 to \$425.00 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for 1 year, July 1, 2021 through June 30, 2022 and allows for one additional one-year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Clackamas Community College.

Respectfully submitted,

Malcolm McDonald, Director
Community Corrections

CLACKAMAS COMMUNITY COLLEGE AMENDMENT #2

Amendment and renewal of Intergovernmental Agreement between Clackamas County (COUNTY) and CLACKAMAS COMMUNITY COLLEGE (AGENCY) Dated July 11, 2019 for the provision of Community Service Work Crews.

This Amendment adds language to Terms of Agreement.

AMEND:

1. Term

CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2022. This serves as 2 (two) of 3 (three) renewals on this contract dated July 11, 2019.

This Amendment, when signed by Clackamas Community College and the Board of County Commissioners, on behalf of Clackamas County, will become part of the contract document dated July 11, 2019.

Clackamas County
Chair Tootie Smith
Commissioner Sonia Fischer
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader

Clackamas Community College
19600 Molalla Avenue
Oregon City, OR 97045
(503) 655-6958

Chair, Board of County Commissioners



Authorized Signature

Date


5/13/2021

Printed Name/Title

Recording Secretary

Date

Approved as to form



County Counsel

5/4/21



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

May 27, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and Clackamas County Fair Board to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the Clackamas County Fair Board.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$6,000.00 in revenue to support the Community Service program.
Funding Source	Clackamas County Fair Board.
Duration	Effective once signed and terminates June 30, 2022.
Previous Board Action	1 st Amendment
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Clackamas County Fair Board. Crews consisting of a minimum of four offenders perform landscaping and cleanup for up to approximately six hours per day. Community Corrections provides a Work Crew Specialist to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200.00 to \$425.00 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for 1 year, July 1, 2021 through June 30, 2022 and allows for one additional one-year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Clackamas County Fair Board.

Respectfully submitted,

Malcolm McDonald, Director
Community Corrections



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

May 27, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and Clackamas County Fair Board to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the Clackamas County Fair Board.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$6,000.00 in revenue to support the Community Service program.
Funding Source	Clackamas County Fair Board.
Duration	Effective once signed and terminates June 30, 2022.
Previous Board Action	1 st Amendment
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Clackamas County Fair Board. Crews consisting of a minimum of four offenders perform landscaping and cleanup for up to approximately six hours per day. Community Corrections provides a Work Crew Specialist to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200.00 to \$425.00 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for 1 year, July 1, 2021 through June 30, 2022 and allows for one additional one-year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Clackamas County Fair Board.

Respectfully submitted,

Malcolm McDonald, Director
Community Corrections

CLACKAMAS COUNTY FAIR BOARD AMENDMENT #2

Amendment and renewal of Intergovernmental Agreement between Clackamas County (COUNTY) and Clackamas County Fair Board (AGENCY) Dated June 12, 2019 for the provision of Community Service Work Crews.

This Amendment adds language to Terms of Agreement.

AMEND:

1. Term

CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2022. This serves as 2 (two) of 3 (three) renewals on this contract dated June 12, 2019.

This Amendment, when signed by the Clackamas County Fair Board and the Board of County Commissioners, on behalf of Clackamas County, will become part of the contract document dated June 12, 2019.

Clackamas County
Chair Tootle Smith
Commissioner Sonja Fischer
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader

Government Unit
Clackamas County Fair Board
Laurie Bothwell-Executive Director
(503) 263-9208

Chair, Board of County Commissioners


Authorized Signature


Date

Laurie Bothwell, Executive Director
Printed Name/Title

Recording Secretary

5-26-2021
Date

Approved as to form


5/4/21
County Counsel



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

May 21, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and City of Happy Valley to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the City of Happy Valley.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$40,000.00 in revenue to support the Community Service program.
Funding Source	City of Happy Valley.
Duration	Effective once signed and terminates June 30, 2022.
Previous Board Action	1 st Amendment
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of City of Happy Valley. Crews consisting of a minimum of four offenders perform landscaping and cleanup for up to approximately six hours per day. Community Corrections provides a Work Crew Specialist to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200.00 to \$425.00 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for 1 year, July 1, 2021 through June 30, 2022 and allows for one additional one-year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to City of Happy Valley.

Respectfully submitted,

Malcolm McDonald, Director
Community Corrections



Capt. Malcolm McDonald
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

May 21, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and City of Happy Valley to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the City of Happy Valley.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$40,000.00 in revenue to support the Community Service program.
Funding Source	City of Happy Valley.
Duration	Effective once signed and terminates June 30, 2022.
Previous Board Action	1 st Amendment
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of City of Happy Valley. Crews consisting of a minimum of four offenders perform landscaping and cleanup for up to approximately six hours per day. Community Corrections provides a Work Crew Specialist to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200.00 to \$425.00 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for 1 year, July 1, 2021 through June 30, 2022 and allows for one additional one-year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to City of Happy Valley.

Respectfully submitted,


Malcolm McDonald, Director
Community Corrections

AMENDMENT No. 2

This Amendment No. 2 is to that Intergovernmental Agreement (Agreement) between the City of Happy Valley (City) and Clackamas County (County) regarding Community Service Work Crew services provide by the County.

Whereas, the Agreement became effective July 1, 2019.

Whereas, the Agreement provides for three (3) one-year extensions.

Whereas, the Agreement terminates on June 30, 2020, and Amendment No. 1 shall be effective July 1, 2020 and terminate June 30, 2021 unless formally extended by the parties in writing.

Whereas, the purpose of this Amendment No. 2 is to extend the Agreement for one year.

Whereas, based on the foregoing recitals, the parties agree to the following amendment to the Agreement:

1. Section 1 "Term" is amended to provide:

1. Term. This Agreement shall be effective on July 1, 2021, and shall expire as set forth herein or on June 30, 2022, but may be renewed for one (1) additional one (1) year term upon written approval of both parties.

2. All other terms and conditions of the Agreement are unchanged and remain in full force and effect.


This Amendment No. 2, when signed by City of Happy Valley and the Board of County Commissioners, on behalf of Clackamas County, will become part of the Agreement.

[signatures on following page]

Clackamas County
Chair Tootie Smith
Commissioner Sonia Fischer
Commissioner Mark Shull
Commissioner Paul Savas
Commissioner Martha Schrader

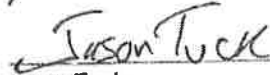
City of Happy Valley
16000 SE Misty Drive
Happy Valley, OR 97086
(503) 783-3842

Chair, Board of County Commissioners



City Manager

Date




Jason Tuck

Recording Secretary

5/10/21

Date

Approved as to form



5/4/21
County Counsel



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

June 8, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for an Amendment #1 for the Service Level Agreement between
Clackamas Broadband eXchange and Allstream Business US

Purpose/ Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval to amend an existing Service Level Agreement (SLA) with Allstream Business US to add one (1) additional dark fiber connection.
Dollar Amount and Fiscal Impact	The monthly recurring cost (MRC) for the connections will be \$1,465.00 with a nonrecurring cost (NRC) of \$98,500.00.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by Allstream Business US.
Duration	Effective upon signature by the board the SLA is effective for three (3) years.
Previous Board Action	Board previously approved CBX to build and maintain a similar fiber connection for Allstream Business US on January 23, 2020.
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. Build public trust through good government.
Counsel Review	County Counsel will review and approve.
Contact Person	Dave Devore (503)723-4996
Contract No.	N/A

BACKGROUND:

CBX is proposing to build a new fiber lateral to extend the CBX network to Advantis Credit Union for Allstream Business US. The connection will be from the CBX hub located at 15941 S Agnes Ave Oregon City, OR 97045 to the new Advantis Credit Union on Meyers Rd in Oregon City.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this Service Level Agreements. 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

AMENDMENT #1

TO THE CLACKAMAS COUNTY/ALLSTREAM BUSINESS US, LLC FIBER OPTIC SERVICE LEVEL AGREEMENT

This Amendment #1 is entered into by and between Allstream Business US, LLC (“Customer”) and Clackamas County (“County”) and it shall become part of the Fiber Optic Service Level Agreement entered into by and between the parties on January 23, 2020 (“Contract”).

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

- 1. Appendix A** is hereby amended to include an additional site, as set forth in the amended Appendix A, attached hereto and incorporated by this reference herein.

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

Allstream Business US, LLC

DocuSigned by:
Steve Fisher
82B212461A914CB

Authorized Signature

Steve Fisher

Name / Title (Printed)

5/27/2021 | 7:25 AM PDT

Date

Clackamas County

Authorized Signature

Name/Title (Printed)

Date

AMENDED APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges, as mutually agreed to by the Parties.

4. Semi - Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	Pittock Building 921 SW Washington St Portland, OR 97205	WES Hub 15941 S Agnes Ave Oregon City, OR 97045	DWDM Wavelength	\$400.00
2	WES Hub 15941 S Agnes Ave Oregon City, OR 97045	21900 Willamette Drive West Linn, OR 97068	One Pair (two) dark fibers	\$300.00
3	Pittock Building 921 SW Washington St Portland, OR 97205	Pittock Building 921 SW Washington St Portland, OR 97205	Optical Cross- Connect	\$100.00
4	WES Hub 15941 S Agnes Ave Oregon City, OR 97045	WES Hub 15941 S Agnes Ave Oregon City, OR 97045	Optical Cross- Connect	\$100.00
5	WES Hub 15941 S Agnes Ave Oregon City, OR 97045	14531 Meyers Road Oregon City, OR 97045	One Pair (two) dark fibers	\$565.00

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	Pittock Building 921 SW Washington St Portland, OE 97205	21900 Willamette Drive West Linn, OR 97068	Construction	\$11,832.00 complete
2	WES Hub 15941 S Agnes Ave Oregon City, OR 97045	14531 Meyers Road Oregon City, OR 97045	Construction	\$98,500.00

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.

Remainder of this page intentionally left blank.



June 16, 2021

Water Environment Services Board
 Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment No. 2 to Intergovernmental Agreement between
 Water Environment Services and the City of Happy Valley, Oregon
 For Street Sweeping Services

Purpose/Outcomes	Board approval of Amendment No.2 to the IGA between WES and the City of Happy Valley for street sweeping services would extend the contract for two additional years.
Dollar Amount and Fiscal Impact	\$83,000 per year of WES funds are required. Current FY funds are in the approved WES Budget.
Funding Source	WES Surface Water Operating Fund. No General Funds are impacted.
Duration	Effective July 1, 2020. Expires June 30, 2022.
Previous Board Action/Review	Approval of previous IGA on 03/24/16 VI. 1., Board Order No. 2016-27, Approval of Amendment #1 to the IGA on 6/29/2016 V.1. Presented to the Board at Issues on June 8, 2021.
Counsel Review	This IGA was reviewed and approved by County Counsel on December 22, 2020.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1) Aligns with WES’s Watershed Protection Program result that streams within WES’ jurisdiction meet or exceed water quality standards. 2) Aligns with WES’s Field Operations and Maintenance Program that 75% of all WES Maintenance activities will be planned efforts to address performance deficiencies or enhancements. 3) Aligns with the Board’s Strategic Priorities to Build a Strong Infrastructure and to Honor, Utilize, Promote and Invest in our Natural Resources.
Contact Person	Ron Wierenga, Environmental Services Manager, 503-742-4581
Contract No.	N/A

BACKGROUND:

Water Environment Services (“WES”) has an Intergovernmental Agreement (“IGA”) with the City of Happy Valley, Oregon to provide enhanced street sweeping activities. The Project has two primary objectives:

- a) Improve water quality and reduce storm system maintenance by sweeping designated streets and arterial roads within WES’ service area to remove dirt and debris from the road surface before it enters the storm system and is conveyed to nearby streams and waterways;

b) Demonstrate a cooperative approach to meeting the Oregon Department of Environment Quality (“DEQ”) Municipal Stormwater Permit (“MS4”) and Total Maximum Daily Load (“TMDL”) requirements for municipal operations and pollution prevention.

The IGA authorizes the City of Happy Valley to seek reimbursement for costs associated with the increased frequency of street sweeping on designated roadways in and adjacent to the city. This IGA was originally approved by the Board in March 2016 and amended in July 2016.

Amendment No. 2 amends the IGA to extend the agreement for two additional years through June 30, 2022, and authorizes the funding to reimburse the City of Happy Valley up to \$83,000 per year for enhanced street sweeping activities.

Amendment No. 2 was reviewed and approved by County Counsel in December 2020, and signed by the City of Happy Valley on March 8, 2021.

RECOMMENDATION:

WES staff recommends the Board, acting as the governing body of Water Environment Services, approve Amendment No. 2 to the Intergovernmental Agreement between Water Environment Services and the City of Happy Valley, Oregon for Street Sweeping Services.

Respectfully submitted,

Greg Geist
Digitally signed by Greg Geist
Date: 2021.06.02 16:18:44 -07'00'

Greg Geist
Director, Water Environment Services

Attachments:

- 1) Amendment No. 2 to Intergovernmental Agreement between Water Environment Services and the City of Happy Valley, Oregon For Street Sweeping Services

**AMENDMENT No. 2
TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1,
AND
CITY OF HAPPY VALLEY FOR
STREET SWEEPING SERVICES**

This AMENDMENT NO. 2 to the INTERGOVERNMENTAL AGREEMENT (this “Amendment No. 2”) is made and entered into on the 8th of March, 2020 by and between Water Environment Services, an intergovernmental entity formed pursuant to ORS Chapter 190 (“District”), and the City of Happy Valley, Oregon (“City”), for providing street sweeping services on designated streets and arterials within the boundaries of the District, hereinafter referred to as the “Services.”

Recitals

City and Clackamas County Service District No. 1 (“CCSD1”) entered into that certain intergovernmental agreement dated January 25, 2016 for providing street sweeping services, and was amended July 29, 2016 (the “Agreement”);

CCSD1 assigned all obligations under the Agreement to Water Environment Services as of July 1, 2018;

The Agreement automatically renewed for the five years authorized under the terms and expired June 30, 2020, but the parties continued to perform in accordance with the terms of the Agreement;

The parties desire to extend the Agreement for two additional years pending the negotiation of a new intergovernmental agreement, and retroactively ratify the work completed since June 30, 2020;

NOW, THEREFORE, for good and sufficient consideration, the parties hereby agree that:

Terms

1. The parties acknowledge that work pursuant to the Agreement has continued after its expiration, and the parties hereby ratify work performed in accordance with the terms of the Agreement after June 30, 2020 until the present date.
2. To reflect an adjustment of the termination date of the term, the Agreement’s Paragraph 1 is hereby replaced in its entirety with:
 1. **Effective Date and Duration.** This Agreement shall commence retroactively on July 1, 2015. Unless earlier terminated or extended, the Agreement shall expire on June 30, 2022.

3. To reflect two additional years of compensation (\$83,000/year) and an increase in the total not-to-exceed amount under the Agreement from \$415,000 to \$581,000, the following sentence shall be added to end of Section 3, Consideration:

“The cumulative not-to-exceed amount under this Agreement shall be \$581,000.00.”
4. The District and the City ratify the remainder of the Agreement and affirm that no other changes are made hereby.

The parties hereto have caused this Amendment No. 2 to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

CITY OF HAPPY VALLEY

WATER ENVIRONMENT SERVICES



 Authorized Signatory

 Chair

City Manager

 Title

 Date

3/8/2021

 Date

 Recording Secretary



June 16, 2021

Water Environment Services Board
 Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Resolution Authorizing the Director of Water
 Environment Services to Release Liens in the North Clackamas
 Revitalization Area

Purpose/Outcomes	Allow release of liens for homeowners in the NCRA experiencing financial hardship
Dollar Amount and Fiscal Impact	Potentially foregoing an increase in SDC revenues of ~\$5,800 per release.
Funding Source	No additional cost. Foregone additional revenue only.
Duration	Perpetual
Previous Board Action/Review	Adopted policy regarding NCRA sewer connections in 2009.
Counsel Review	Resolution reviewed by Amanda Keller in May 2021.
Strategic Plan Alignment	1) This supports Good Government by creating a more flexible, less bureaucratic approach to unique cases. 2) This approach allows for a greater pursuit of WES' goals to increase equity by allowing economic hardship to be considered in the release of liens.
Contact Person	Chris Storey, WES Assistant Director 503 742 4543
Contract No.	N/A

BACKGROUND:

Clackamas Water Environment Services (“WES”) through its constituent predecessor Clackamas County Service District No. 1 (“CCSD#1”) annexed the area known as the North Clackamas Revitalization Area (“NCRA”) in 2009 to extend sewer service. The NCRA’s boundaries are defined by an urban renewal district created by the Clackamas County Development Agency (“CCDA”). In 2009, CCSD#1 and CCDA entered into an agreement whereby the development agency pre-paid the wastewater system development charges (“SDCs”) for homes and businesses in this area at the then-current rate of \$2,200 per equivalent dwelling unit.

The SDC subsidy was agreed to as an incentive to connect and remove homes from septic systems, many of which were failing and impairing water quality in the area. To prevent profiteering by rapidly flipping the home, the utilization of the incentive came with the condition that the homeowner stay in the home for 5 years. This condition, along with an agreement that if it was not met that the homeowner would pay the difference between the 2009 SDC rate of \$2,200 per EDU as prepaid and the then-current rate for development (\$8,005 in this 20-21

fiscal year), were documented in a restricted transfer agreement and lien which was recorded against the properties that took advantage of the incentive.

WES staff, as the continuing administrators of the program, have been approached by some customers inquiring about the ability to waive or end the restrictions due to economic hardship arising from the pandemic and related shut down of economic activity. The proposed resolution would grant the WES Director the discretion to waive or remove the restrictions in case of economic hardship.

RECOMMENDATION:

WES staff recommends the Board, acting as the governing body of Water Environment Services, approve the Resolution Authorizing the Director of Water Environment Services to Release Liens in the North Clackamas Revitalization Area.

Respectfully submitted,

Greg Geist Digitally signed by Greg
Geist
Date: 2021.06.02
16:19:25 -07'00'

Greg Geist
Director, Water Environment Services

Attachments: Resolution

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

In the Matter of Providing Authorization
to the Director for Water Environment
Services to Release Liens in the North
Clackamas Revitalization Area

Resolution Order No. _____
Page 1

WHEREAS, Water Environment Services (“District”) partnered with the Clackamas County Development Agency (“Agency”) in 2009 to facilitate the process of providing sanitary sewers within the North Clackamas Revitalization Area (“NCRA”), an urban renewal district previously served by septic systems, and annexed a portion of the NCRA into its District boundaries;

WHEREAS, pursuant to the policy outlined under that partnership, any property owner within the NCRA that connected to the District system would owe a reduced amount for system development charges (“SDC”) to incentivize elimination of failing septic systems and improving water quality in the area;

WHEREAS, to document the substantial reduction of SDC fees reflected in the incentive, the property owner would sign a Restricted Transfer Agreement (“RTA”), which is recorded as a lien against the property;

WHEREAS, the RTA prohibits certain transfers of the property (“Restricted Transfers”) for a period of five years after the SDC credit is applied, and a property owner that engages in a Restricted Transfer prior to the end of the five year period is required to pay the difference between the credited SDC and the current SDC charge – a policy adopted with the intent of preventing developers from flipping the houses and profiting from the appreciation in value accruing due to access to sewer;

WHEREAS, the COVID-19 pandemic has resulted in extraordinary hardship on many property owners, including those in the NCRA, who may be required to sell or transfer ownership of their property prior to the expiration of the RTA’s five year term;

WHEREAS, the District is seeking the authority to release an RTA lien prior to completion of the five years without charging the property owners the difference in the SDCs in cases where the pandemic or other factors has created an economic hardship that is necessitating a Restricted Transfer;

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, AS THE GOVERNING BODY OF WATER ENVIRONMENT SERVICES, THAT:

The Director of Water Environment Services is hereby authorized to approve the early release of Restricted Transfer Agreement liens in the North Clackamas Revitalization Area without collecting additional system development charges in situations of economic hardship as determined in the Director's discretion based on available facts.

DATED this ____ day of June 2021
CLACKAMAS COUNTY BOARD OF COUNTY
COMMISSIONERS as the Governing Body
of Water Environment Services:

Chair

Recording Secretary