



**Nancy Bush**

Director

Disaster Management  
2200 Kaen Road  
Oregon City, OR 97045

T 503-655-8378

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Personal Services Contract with Tetra Tech, Inc.,  
to provide debris monitoring and management services  
in the event of a debris-generating disaster in Clackamas County**

<b>Purpose/ Outcomes</b>	Execution of a contract between Disaster Management and Tetra Tech Inc., for debris monitoring and management services in the event of a declared emergency following a debris-generating event in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	<u>Pre-disaster</u> : \$20,000. This covers debris monitoring exercises and preparedness activities.  <u>Post-disaster</u> : The amount spent under this five (5) year contract will be contingent upon the nature and extent of the disaster. Task orders issued by the County to activate debris monitoring for a widespread disaster could exceed \$1 million. The fiscal impact is conditional on Public Assistance Grant reimbursement from FEMA.
<b>Funding Source</b>	Disaster Management
<b>Duration</b>	December 31, 2025
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. <i>How does this item align with your department's Strategic Business Plan goals?</i> Disaster Management's strategic plan includes establishment of the debris management plan in its measures and services. Transportation & Development's 2018 plan included a strategic result of a fully developed plan for Cascadia earthquake response by 2022 and included the disaster debris plan among its services. 2. <i>How does this item align with the County's Performance Clackamas goals?</i> Establishing a high level of response and recovery preparedness to debris-generating disasters supports the Strategic Plan priorities to "Ensure Safe, Healthy and Secure Communities" and "Build Trust through Good Government.
<b>Counsel Review</b>	March 9, 2020; JM
<b>Procurement Review</b>	1. Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/> 2. If no, provide brief explanation:
<b>Contact Person</b>	Nancy Bush, Disaster Management Director - 503-655-8665 Eben Polk, Sustainability & Solid Waste Supervisor – 503-742-4470



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*Director*

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**BACKGROUND:**

Clackamas County may suffer a disaster that generates debris that must be responsibly removed, sorted, and disposed. Floods, landslides, earthquakes, wind and ice storms, and volcanic events all may result in debris requiring cleanup. Debris cleanup after a large event such as a Cascadia fault earthquake could cost more than \$100 million. A debris monitoring contractor is an important component of the response, overseeing debris removal contractor(s) to ensure that material is removed and managed with transparency and accountability, with the intent of maximizing cost recovery from FEMA. This contract is a new and important element of the County's planning to handle disaster debris.

**PROCUREMENT PROCESS:**

A team of staff within Transportation & Development, Disaster Management, County Counsel, and Finance collaborated to develop the RFP and evaluate responding firms. This project was advertised in accordance with ORS and LCRB Rules on October 29, 2019. Proposals were opened on November 26, 2019. Three (3) proposals were received: Rostan Solutions, Tetra Tech Inc., and Thompson Consulting. After review of the proposals and all necessary documentation, Tetra Tech Inc., was determined to be the successful proposer.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Disaster Management and Tetra Tech Inc., for the debris monitoring and management services.

Respectfully submitted,

A handwritten signature in black ink that reads "Nancy Bush".

Nancy Bush, Director  
Disaster Management

Placed on the Agenda of June 4, 2020 by the Procurement Division



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #2398**

This Personal Services Contract (this “Contract”) is entered into between **Tetra Tech, Inc.**, (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Disaster Management.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2024**.
  
- 2. Scope of Work.** Contractor shall perform the following categories of personal services:
  - a. Debris Monitoring and Management Work.** Contractor shall provide debris monitoring and management (“On-Call Work”), further described in **Exhibit A**. The On-Call Work will be performed upon occurrence of an emergency, as formally declared by the County, and is contingent upon the County issuing a written Task Order (“Task Order”) in substantially the form attached hereto as Exhibit B and incorporated by this reference herein. Contractor may not perform any On-Call Work until the County issues the Task Order. No Task Order shall modify or amend the terms and conditions of this Contract.
  
  - b. Pre-Event Workshops.** Contractor shall help design and help participate in Pre-Event Workshop exercises further described in Exhibit C (“Workshop Services”).
  
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **twenty thousand dollars (\$20,000.00)**, for accomplishing the Workshop Services required by this Contract. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed the amount set forth in the Task Order for accomplishing the On-Call Work required by this Contract.

Consideration rates for performance of both the On-Call Work and Workshop Services (collectively the “Work”) are on a time and materials basis in accordance with the rates and costs specified in Exhibit F. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit F.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Nancy Bush.

5. **Travel and Other Expense.** Authorized:  Yes  No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, and Exhibit G.

7. **Contractor and County Contacts.**

Contractor	County
Administrator: Betty Kamara Phone: 407-803-2551 Email: <a href="mailto:betty.kamara@tetrattech.com">betty.kamara@tetrattech.com</a>	Administrator: Nancy Bush Phone: 503-655-8665 Email: <a href="mailto:NBush@clackamas.us">NBush@clackamas.us</a>

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

**ARTICLE II.**

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of

Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

**10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

**11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

**12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

**13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an

independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
  - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. 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.



**28. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

**29. COOPERATIVE CONTRACTING.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

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

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Tetra Tech, Inc.

Clackamas County

\_\_\_\_\_

Authorized Signature    Date

\_\_\_\_\_

Chair    Date

\_\_\_\_\_

Name / Title (Printed)

\_\_\_\_\_

Recording Secretary

\_\_\_\_\_

110373-89

Approved as to Form:

\_\_\_\_\_

Oregon Business Registry #

\_\_\_\_\_

FBC/Delaware

\_\_\_\_\_

Entity Type / State of Formation

\_\_\_\_\_

County Counsel    Date

**EXHIBIT A  
PERSONAL SERVICES CONTRACT  
SCOPE OF WORK**

Contractor shall complete work as outlined in the Request for Proposal #2019-85 Debris Monitoring and Management issued October 29, 2019. Hereby included as **Exhibit C**, and the vendor's response hereby included as **Exhibit D**.

This Contract is on an "on-call" or "as-needed basis" for On-Call Work.

Contractor agrees to perform the On-Call Work on behalf of the County and the following entities: Water Environment Services, North Clackamas Parks and Recreation District, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, incorporated cities within Clackamas County, and any special district or urban renewal agency that follows the County's Local Contract Review Board rules and is approved by the County, in writing, to receive the Work under this Contract.

When the County wishes Contractor to perform the On-Call Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of On-Call Work, the entity on whose behalf the On-Call Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform On-Call Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

The County Contract administrator for this Contract is the County Procurement and Contract Services Division. For each authorized Task Order, a project specific department representative shall be identified for coordination of the work.

**EXHIBIT B  
TASK ORDER**

## EXHIBIT C WORKSHOP SERVICES

1. *Pre-Event Workshop.* The Contractor shall participate in a “Pre-Event Workshop” in Clackamas County, Oregon following award at a mutually acceptable date and time. The purpose of the Pre-Event Workshop is (1) to familiarize the Contractor with Clackamas County’s Debris Management Plan, Debris Removal Scope of Work, key personnel and geographic setting, and (2) to familiarize Clackamas County staff with the Contractor’s personnel and processes. Familiarization with these resources will enhance the Contractor’s ability to mobilize and support the County following a disaster.
  
2. *Follow-up Workshop.* The County may conduct a “Follow-up Workshop,” subject to funding. The Follow-up Workshop will reflect updates to debris sites, transportation route priorities, updated roles and responsibilities, better integration with damage assessment, etc. The Follow-up Workshop, if conducted would occur during the second half of the term of the contract.
  
3. *Contractors Debris Management and Monitoring Processes.* At a minimum the Contractor shall familiarize the County with the following general tasks:
  - a. Development of a Disaster-specific Debris Monitoring Plan.
  - b. Debris Removal Contractor truck & trailer measurement, certification, marking and tracking.
  - c. Debris Removal Contractor equipment registry and tracking.
  - d. Debris Removal Contractor Quality Assurance field monitoring.
  - e. Debris Removal Contractor trip ticket management.
  - f. Debris Removal Contractor invoice review and reconciliation.
  - g. Debris Removal Contractor complaint resolution.
  - h. Implementation of an Automated Debris Management System (ADMS).
  - i. Preparation of debris removal progress reports.
  - j. Documentation to support Federal cost reimbursement.

**EXHIBIT D**  
**RFP# 2019-85**  
**Debris Monitoring and Management**  
**Issued October 29, 2019**

**EXHIBIT E**  
**VENDOR'S RESPONSE**

**EXHIBIT F  
FEE SCHEDULE**

**EXHIBIT G  
FEDERAL CLAUSES**