

COLUMBIA COUNTY

Board of Commissioners Office

Commissioners

Margaret Magruder
Henry Heimuller
Alex Tardif

Administration

Jan Greenhalgh
Jacyn Normine



ST. HELENS, OR 97051

230 Strand St., Room 338

Direct (503) 397-4322

Fax (503) 366-7243

www.co.columbia.or.us

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

Wednesday, May 22, 2019

10:00 a.m. – Room 310

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- 05.15.19 Board Meeting
- 05.15.19 Work Session

VISITOR COMMENTS – 5 MINUTE LIMIT

CONSENT AGENDA:

- Ratify the Select to Pay for 05.20.19.
- Approve Personnel Action for Todd Wood.
- Resolution No. 28-2019, "In the Matter of Authorizing Special Public Works Fund Planning Project Financing Contract with the Oregon Infrastructure Finance Authority of the Oregon Business Development Department for Rainier Flood Damage Reduction System Project".

AGREEMENTS/CONTRACTS/AMENDMENTS:

- C62-2019 - IGA with the Rainier Drainage Improvement Company for Rainier Flood Damage Reduction System Project.
- C76-2019 - Amendment No. 1 to Oregon Department of Transportation Grant Agreement No. 31970 for Transit Capital and Operations.
- C77-2019 - Amendment No. 2 to Agreement for Detention of Columbia County Juveniles in the Cowlitz County Juvenile Detention Facility.

- G. C78-2019 - Amendment No. 1 to Personal Services Contract with David Evans and Associates for Gable Road Sidewalk and Bike Path Lane Project.
- H. C79-2019 - Contract with TFT Construction, Inc., for the Gable Road Sidewalk and Bike Path Project.
- I. C80-2019 – Services Agreement between Clatsop, Tillamook and Columbia Counties for Public Health for 7.1.19 thru 9.20.19.
- J. C81-2019 – MOU between CCCO, Clatsop, Columbia and Tillamook Counties for Public Health.
- K. C82-2019 – Services Agreement between Clatsop, Tillamook and Columbia Counties for Public Health for 9.1.19 thru 6.30.20.
- L. C83-2019 - Public Services Contract with Enterprise Fleet Management.

DISCUSSION ITEMS:

- Eva Frost: Warren Grange Project Update
- Sheriff Pixley – Transfer Ownership of K9 Odin to Jacob Anderson

COMMISSIONER TARDIF COMMENTS:

COMMISSIONER MAGRUDER COMMENTS:

COMMISSIONER HEIMULLER COMMENTS:

Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Authorizing)	
Special Public Works Fund Planning Project)	RESOLUTION NO. 28-2019
Financing Contract with the Oregon Infrastructure)	
Finance Authority of the Oregon Business)	
Development Department for Rainier Flood)	
Damage Reduction System Project)	

WHEREAS, Rainier Drainage Improvement Company (“RDIC”) has proposed to complete a certification project referred to as the Rainier Flood Damage Reduction System Project (“Project”) to have the US Army Corps of Engineers (“USACE”) certify that RDIC’s levee system meets Federal National Flood Insurance Program (“NFIP”) design, construction, maintenance, and operation standards to provide protection from the one-percent-annual-chance flood; and

WHEREAS, RDIC is responsible for operating and maintaining an earthen levee system that extends five miles along the Columbia River from the City of Rainier to the end of Rinearson Slough in Columbia County; and

WHEREAS, RDIC’s levee system protects over 330 acres of industrial and commercial properties from flooding; and

WHEREAS, RDIC’s levee system is currently not certified; and

WHEREAS, the Federal Emergency Management Agency (“FEMA”) accredits levees that have been certified by an accredited licensed professional engineer or Federal agency responsible for levee design and FEMA accepts levee certifications from USACE; and

WHEREAS, USACE levee certification depends upon an interior drainage analysis conducted by a private engineering firm; and

WHEREAS, RDIC and the County have a mutual interest in RDIC’s levee system being re-certified to avoid the levee protection area being remapped to a high-risk flood area, which would result in increased insurance rates for property owners and adversely impact industrial and commercial properties that are critically important to Columbia County’s economic base; and

WHEREAS, the RDIC requested the County’s assistance to complete its Project; and

WHEREAS, the County sought Special Public Works Funds from Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“IFA-OBDD”) to assist with the Project costs; and

WHEREAS, on May 23, 2018, IFA-OBDD awarded the County \$100,000 in Special Public Works Funds to contribute towards completion of the Project; and

WHEREAS, Section 6, paragraph B(4) of the IFA-OBDD Special Public Works Fund Financing Contract Project No. A18009 (“SPWF Contract”), which is attached hereto as Exhibit A and incorporated herein by this reference, requires that the contract be authorized by an

ordinance, order, or resolution;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Columbia County Board of Commissioners authorizes the SPWF Contract, which is attached hereto as Exhibit A.

DATED this ____ day of May, 2019

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON,

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Approved as to form:

By: _____
Office of County Counsel

SPECIAL PUBLIC WORKS FUND PLANNING PROJECT
FINANCING CONTRACT

Project Name: Rainier Flood Damage Reduction System

Project Number: A18009

This financing contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and Columbia County (“Recipient”) for financing of the project referred to above and described in Exhibit C (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit A General Definitions
- Exhibit B NOT APPLICABLE
- Exhibit C Project Description
- Exhibit D Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$295,000.

“Grant Amount” means \$100,000.

“Loan Amount” means \$0.

“Project Closeout Deadline” means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 24 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

Commitment. The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a grant in an aggregate amount not to exceed the Grant Amount (the “Grant”).

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The OBDD’s obligation to make and Recipient’s right to request disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The Recipient delivers to OBDD an estimated schedule for Disbursement Requests covering anticipated number, submission dates, and amounts.
 - (5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
- (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.
 - (4) This Contract executed and delivered by Recipient has been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the levee system to which the Project is associated. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) OAR 123-042-0165 (5) requirements for signs and notifications.
- These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- C. Project Completion Obligations. The Recipient shall:
- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
 - (2) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (3) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
 - (4) No later than the Project Closeout Deadline, Recipient must deliver to OBDD an electronic copy of the final report.
 - (5) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion.
- D. NOT APPLICABLE.
- E. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require.
- F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

- G. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- H. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- I. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for any construction design for the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- J. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- K. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys’ fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- L. NOT APPLICABLE
- M. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance

loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

- (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
- (4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD’s request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the Project, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Grant.

SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient in this Contract or in any document provided by Recipient related to the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- B. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
- (5) The Recipient takes any action for the purpose of effecting any of the above.
- C. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through B of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating OBDD’s commitment and obligation to make the Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449; however, this provision is not to be construed in a way that Recipient’s obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys’ fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; and last to pay any other amounts due and payable under this Contract.

- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
 - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section 10.D. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD: Assistant Director, Economic Development
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem OR 97301-1280

If to Recipient: Director, Land Development Services Department
Columbia County
230 Strand St Rm 105
Saint Helens OR 97051-2040

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules or attachments) constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Business Development Department



COLUMBIA COUNTY

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
Margaret C. Magruder, Chair

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 23 May 2018.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Proceeds” means the proceeds of the Grant.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Grant.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT C - PROJECT DESCRIPTION

The Recipient shall ensure the following work is completed:

Contract with the US Army Corps of Engineers (USACE) to complete the following work:

1. Complete field inspection of levee system components.
2. Estimate flood damage reduction benefit provided by the levee system using HEC FDA model.
3. Conduct wave overtopping analysis.
4. Review interior drainage analysis completed by private engineering consultant.
5. Evaluation of failure modes including erosion, erosion protection and erosion rates.
6. Evaluation of foundation and levee stability; seepage; effectiveness of gravity drains , closure structures and toe drains; corrosion of drain pipes, bearing capacity, settlement and overtopping performance.
7. Mechanical evaluation of pump station.
8. Electrical evaluation of pump station.

9. Evaluation of operation and maintenance plan.
10. Evaluation of emergency response plan.
11. Evaluation of as-built plans.
12. Prepare levee system evaluation report and letter of recommendation to Rainier Water Improvement District.

Contract with a private engineering consultant to conduct an interior drainage analysis with the following tasks:

1. Field Reconnaissance, Data Collection, and Kickoff Meeting.
2. Collect District boundary information.
3. Collect historic flood information, rainfall data, and other information regarding flood control / storm water management facilities (e.g., pump stations) that would affect the conditions of interior flooding.
4. Collect available LiDAR information for the RDIC service area and other contributing drainage areas.
5. Review operation and maintenance manuals or other available information that provide insight into how the RDIC manages flood risk.
6. Conduct field survey.
7. Conduct a rainfall-runoff analysis of the interior drainage system for all areas contributing to the interior of the RDIC levee using the Hydrologic Engineering Center’s (HEC) Hydrologic Model System (HMS).
8. Conduct a hydraulic analysis of the RDIC interior drainage system using the USACE’s HEC’s River Analysis System (RAS).
9. Complete flood inundation mapping based on the interior drainage analysis.
10. Prepare technical report to document the objectives, methods, data, and results of the work.

EXHIBIT D - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Design / Engineering	\$100,000	\$150,000
Contingency	0	45,000
Total	\$100,000	\$195,000

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COLUMBIA COUNTY AND RAINIER DRAINAGE IMPROVEMENT COMPANY
FOR RAINIER FLOOD DAMAGE REDUCTION SYSTEM PROJECT**

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as the "County," and the RAINIER DRAINAGE IMPROVEMENT COMPANY, a drainage district, organized under ORS chapter 554, hereinafter referred to as the "RDIC."

RECITALS

WHEREAS, by the authority of ORS 190.010 a unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a party to the agreement has authority to perform; and

WHEREAS, RDIC is responsible for operating and maintaining an earthen levee system that extends five miles along the Columbia River from the City of Rainier to the end of Rinearson Slough in Columbia County; and

WHEREAS, RDIC's levee system protects over 330 acres of industrial and commercial properties from flooding; and

WHEREAS, the RDIC's levee system is currently not certified; and

WHEREAS, RDIC has proposed to complete a certification project referred to as the Rainier Flood Damage Reduction System Project ("Project") to have the US Army Corps of Engineers ("USACE") certify that RDIC's levee system meets Federal National Flood Insurance Program ("NFIP") design, construction, maintenance, and operation standards to provide protection from the one-percent-annual-chance flood; and

WHEREAS, the Federal Emergency Management Agency ("FEMA") accredits levees that have been certified by an accredited licensed professional engineer or Federal agency responsible for levee design and FEMA accepts levee certifications from USACE; and

WHEREAS, USACE levee certification depends upon an interior drainage analysis conducted by a private engineering firm; and

WHEREAS, RDIC and the County have a mutual interest in RDIC's levee system being re-certified to avoid the levee protection area being remapped to a high-risk flood area, which would result in increased insurance rates for property owners and adversely impact industrial and commercial properties that are critically important to Columbia County's economic base; and

WHEREAS, the RDIC has requested the County's assistance to complete its Project; and

WHEREAS, On May 23, 2018, Oregon Business Development Department (OBDD) awarded the County \$100,000 in Special Public Works Funds to contribute towards completion of the Rainier Flood Damage Reduction System Project; and

WHEREAS, the County intends to accept the OBDD Special Public Works Fund grant by executing Grant Agreement Project No. A18009, ("Grant") which is attached hereto as Exhibit A and incorporated herein, upon execution of this Agreement; and

WHEREAS, the Grant Agreement identifies a budget of \$295,000, of which \$250,000 is for design and engineering costs and \$45,000 for contingency costs to ensure the Project has adequate funding to cover costs that may arise above the estimated budget and necessary to complete the Project; and

WHEREAS, the purpose of this Agreement is for the County to fund a portion of the Project from County funds and from the Grant and set forth the obligations of the parties related to funding and work to be performed for the Project; and

WHEREAS, RDIC entered into an Intergovernmental/Support Agreement with the USACE to conduct levee inspections and determine compliance with NFIP standards, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, RDIC entered into an agreement with WEST Consultant, Inc., a private engineer consultant, to conduct an interior drainage analysis, and the scope of work is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, on March 15, 2019, RDIC updated its estimated Project costs to \$284,591; paid \$11,625 of Project costs for work completed in 2018; and obtained financial commitments for \$172,966 ("matching funds");

AGREEMENT

NOW, THEREFORE, under the above-stated authority, and in consideration of mutual covenants contained herein, the County and RDIC (hereafter referenced as "the parties") hereby agree as follows:

- A. Effective Date.** This Agreement shall be effective on the date last signed by all parties.
- B. Completion Date.** This Agreement shall remain in effect until the "Project Closeout Deadline" as defined in Exhibit A, unless terminated earlier as provided in this

Agreement.

C. Project Scope. RDIC shall complete the following scope of work:

1. Maintain a contract with USACE and ensure the following work is completed by USACE:
 - a. Complete field inspection of levee system components;
 - b. Estimate flood damage reduction benefit provided by the levee system using the USACE Hydrologic Engineering Center's (HEC) Flood Damage Reduction Analysis Hydrologic Model System (HMS);
 - c. Conduct wave overtopping analysis;
 - d. Review interior drainage analysis completed by private engineering consultant;
 - e. Evaluation of failure modes including erosion, erosion protection and erosion rates;
 - f. Evaluation of foundation and levee stability; seepage; effectiveness of gravity drains, closure structures and toe drains; corrosion of drain pipes, bearing capacity, settlement and overtopping performance;
 - g. Mechanical evaluation of pump station;
 - h. Electrical evaluation of pump station;
 - i. Evaluation of operation and maintenance plan;
 - j. Evaluation of emergency response plan;
 - k. Evaluation of as-built plans; and
 - l. Prepare levee system evaluation report and letter of recommendation to RDIC.
2. RDIC shall maintain a contract with a West Consulting Inc. to complete the following work and ensure such work is performed by the consultant:
 - a. Field reconnaissance, data collection, and kickoff meeting;
 - b. Collect District boundary information;

- c. Collect historic flood information, rainfall data, and other information regarding flood control / storm water management facilities (e.g., pump stations) that would affect the conditions of interior flooding;
- d. Collect available LiDAR information for the RDIC service area and other contributing drainage areas. RDIC shall provide the County with LiDAR data for the County to use as needed to conduct County business;
- e. Review operation and maintenance manuals or other available information that provide insight into how the RDIC manages flood risk;
- f. Conduct field survey;
- g. Conduct a rainfall-runoff analysis of the interior drainage system for all areas contributing to the interior of the RDIC levee using the HEC-HMS;
- h. Conduct a hydraulic analysis of the RDIC interior drainage system using the USACE's HEC's River Analysis System;
- i. Complete flood inundation mapping based on the interior drainage analysis; and
- j. Prepare technical report to document the objectives, methods, data, and results of the work.

D. Funding. The County shall pay RDIC \$10,000 to cover a portion of the Project costs. Unless otherwise agreed to in writing by the parties, payment shall be made in Fiscal Year 2020.

In addition, the County shall pay RDIC \$100,000 from Grant funds to cover a portion of the Project costs, subject to the terms and conditions of this Agreement. Payment shall be made on a costs-incurred reimbursement basis, pursuant to this Agreement. The County will reimburse RDIC up to \$85,000 of Grant funds for eligible Project costs incurred upon OBDD disbursing such funds to the County. The County will not reimburse RDIC for the remaining \$15,000 of Grant funds until RDIC has used all other matching funds pursuant to this Agreement and the Project is completed. RDIC is not entitled to reimbursement unless all of the following conditions are met:

1. The representations and warranties made in this Agreement are true and correct on the date of disbursement as if made on such date;
2. The County has received Grant funds;

3. RDIC is compliant with all terms and condition of Exhibit A.
4. For each reimbursement request, RDIC shall provide the County with the following:
 - a. A list of costs incurred and amount of the reimbursement request;
 - b. Any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as the County or OBDD may require;
 - c. An updated work plan that identifies estimated dates of completion and costs for future Project work; and
 - d. Any additional information requested by OBDD.

E. Financial Commitment. RDIC shall use its own funds or funds from other sources to pay for costs that are necessary to complete the Project in excess of the total amount of financial commitments represented in this Agreement. In no event shall the County be liable to RDIC for costs in excess of the amounts described herein. In the event that County is required to reimburse Grant funds to OBDD, RDIC shall be liable to the County in the amount of such reimbursement.

F. Project Completion Obligations. RDIC shall complete the Project no later than December 31, 2020. RDIC shall provide to the County all closeout information by May 31, 2021. Closeout information includes, but is not limited to, an electronic copy of a final project completion report, final reimbursement request and supporting documentation, and certification that the Project is complete, all payments are made, and no further disbursements are needed.

G. Duplicate Payment. RDIC is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement.

H. Contract Representatives. Contract representatives for this Agreement are the following:

FOR RDIC:
Matt Peterson
President RDIC

FOR COUNTY:
Karen Schminke
Land Development Services Director

Rainier Drainage Improvement Company
P.O. Box 521
305 West 3rd Street, Suite 21
Rainier, Oregon 97048
503-369-2245
matt@columbia-fruit.com

Columbia County
230 Strand Street, Room # 139
St. Helens, OR 97051
503-397-7207
karen.schminke@co.columbia.or.us

All written correspondence, such as notices, responses to notices, reports, and invoices shall be sent to the above addresses. Representatives of the parties to this Agreement may be changed. However, changes are not effective unless written notice has been provided to all the parties to this Agreement.

- I. Reporting Requirements.** RDIC shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County. RDIC shall provide the County a final project completion report.
- J. Records Sharing, Inspection and Maintenance.** RDIC shall provide the County with copies of all data including, but not limited to, LiDAR and other data, reports, invoices, working papers, material necessary to understand the documents and/or data, drawings, works of art and photographs produced, prepared and/or compiled by or on behalf of RDIC for the Project.

RDIC shall permit the County, OBDD and/or their designee(s) to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing.

RDIC shall retain and keep accessible all books, documents, papers, and records that are directly related to the Project, the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the completion date for this Agreement. If there are unresolved issues at the end of such period, RDIC shall retain the books, documents, papers and records until the issues are resolved.

- K. Permits - Licenses.** Unless otherwise specified, RDIC shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
- L. Compliance Standards.** It shall be RDIC's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other

applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. RDIC shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if RDIC were a public official as defined in ORS 244.020.

- M. Independent Contractor.** The parties agree that their relationship is that of independent contracting parties. RDIC shall not be considered an employee, agent, partner, joint venture, or representative of the County for any purpose whatsoever.
- N. Termination.** This Agreement may be terminated at any time in whole or in part by mutual consent of the parties. The County may terminate this Agreement upon an event of default by RDIC.
- O. Lottery Bonds.** RDIC shall not purchase any Lottery Bonds, from which proceeds of the Grant were used to finance the Project in an amount related to the amount of the Grant.
- P. Indemnification.** RDIC shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits, actions, proceedings, damages, losses and expenses of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly, or alleged acts or omissions by RDIC, its officers, employees, agents or contractors arising out the performance of this Agreement. The provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under ORS Chapter 30 or under the laws of the United States or other laws of the State of Oregon.
- Q. Nonassignment.** RDIC may not assign or transfer any of its rights or obligations or any interest in this Agreement without the prior written consent of the County. Such consent in the County's sole discretion. In the event of an assignment, RDIC shall pay, or cause to be paid to the County, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of the County. Any approved assignment is not to be construed as creating any obligation of the County beyond those in this Agreement, nor does assignment relieve RDIC of any of its duties or obligations under this Agreement.
- R. Time of the Essence.** The parties agree that time is of the essence in this Agreement. Upon execution of this Agreement, which occurs when this Agreement is signed by all parties, RDIC shall diligently proceed to complete the Project in a timely manner. Failure of RDIC to complete the Project within the time stated herein, will be a material breach of the Agreement.
- S. Attorneys Fees.** In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be

responsible for its own attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

- T. Mediation.** In the event of a dispute between the parties arising out of or relating to this Agreement, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
- U. Choice of Law.** This Agreement shall be governed by the laws of the State of Oregon.
- V. Venue.** Venue relating to this Agreement shall be in the circuit court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
- W. Severability.** If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remainder of this Agreement.
- X. Amendments.** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties.
- Y. Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one Agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart. In addition, facsimile counterparts shall be effective with the same force as original counterparts, except that original counterparts shall be delivered as soon as practicable to replace any facsimile counterpart.
- Z. Entire Agreement.** THIS AGREEMENT (INCLUDING EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN

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Contract No. C62-2019

REGARDING THIS AGREEMENT, THE PARTIES, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS

FOR RAINIER DRAINAGE IMPROVEMENT COMPANY

By Matt Peterson
Matt Peterson, President

Dated 5-6, 2019

FOR BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Dated _____, 2019

Approved as to form

By: _____
Office of County Counsel

SPECIAL PUBLIC WORKS FUND PLANNING PROJECT
FINANCING CONTRACT

Project Name: Rainier Flood Damage Reduction System

Project Number: A18009

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and Columbia County ("Recipient") for financing of the project referred to above and described in Exhibit C ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit A General Definitions
- Exhibit B NOT APPLICABLE
- Exhibit C Project Description
- Exhibit D Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$295,000.

"Grant Amount" means \$100,000.

"Loan Amount" means \$0.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 24 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

Commitment. The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a grant in an aggregate amount not to exceed the Grant Amount (the "Grant").

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The OBDD's obligation to make and Recipient's right to request disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The Recipient delivers to OBDD an estimated schedule for Disbursement Requests covering anticipated number, submission dates, and amounts.
 - (5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
 - (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.
 - (4) This Contract executed and delivered by Recipient has been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
 - (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the levee system to which the Project is associated. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
- (2) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

- C. Project Completion Obligations. The Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
- (2) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (3) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
- (4) No later than the Project Closeout Deadline, Recipient must deliver to OBDD an electronic copy of the final report.
- (5) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion.

- D. NOT APPLICABLE.

- E. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require.

- F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

- G. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- H. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- I. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for any construction design for the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- J. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- K. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys’ fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- L. NOT APPLICABLE
- M. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance

loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

- (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
- (4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD’s request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the Project, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Grant.

SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient in this Contract or in any document provided by Recipient related to the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- B.
 - (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
 - (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) The Recipient takes any action for the purpose of effecting any of the above.
- C. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through B of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating OBDD’s commitment and obligation to make the Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449; however, this provision is not to be construed in a way that Recipient’s obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys’ fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; and last to pay any other amounts due and payable under this Contract.

- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
 - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section 10.D. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD: Assistant Director, Economic Development
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem OR 97301-1280

If to Recipient: Director, Land Development Services Department
Columbia County
230 Strand St Rm 105
Saint Helens OR 97051-2040

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules or attachments) constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Business Development Department



COLUMBIA COUNTY

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
Margaret C. Magruder, Chair

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 23 May 2018.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Proceeds” means the proceeds of the Grant.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Grant.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT C - PROJECT DESCRIPTION

The Recipient shall ensure the following work is completed:

Contract with the US Army Corps of Engineers (USACE) to complete the following work:

1. Complete field inspection of levee system components.
2. Estimate flood damage reduction benefit provided by the levee system using HEC FDA model.
3. Conduct wave overtopping analysis.
4. Review interior drainage analysis completed by private engineering consultant.
5. Evaluation of failure modes including erosion, erosion protection and erosion rates.
6. Evaluation of foundation and levee stability; seepage; effectiveness of gravity drains , closure structures and toe drains; corrosion of drain pipes, bearing capacity, settlement and overtopping performance.
7. Mechanical evaluation of pump station.
8. Electrical evaluation of pump station.

9. Evaluation of operation and maintenance plan.
10. Evaluation of emergency response plan.
11. Evaluation of as-built plans.
12. Prepare levee system evaluation report and letter of recommendation to Rainier Water Improvement District.

Contract with a private engineering consultant to conduct an interior drainage analysis with the following tasks:

1. Field Reconnaissance, Data Collection, and Kickoff Meeting.
2. Collect District boundary information.
3. Collect historic flood information, rainfall data, and other information regarding flood control / storm water management facilities (e.g., pump stations) that would affect the conditions of interior flooding.
4. Collect available LiDAR information for the RDIC service area and other contributing drainage areas.
5. Review operation and maintenance manuals or other available information that provide insight into how the RDIC manages flood risk.
6. Conduct field survey.
7. Conduct a rainfall-runoff analysis of the interior drainage system for all areas contributing to the interior of the RDIC levee using the Hydrologic Engineering Center's (HEC) Hydrologic Model System (HMS).
8. Conduct a hydraulic analysis of the RDIC interior drainage system using the USACE's HEC's River Analysis System (RAS).
9. Complete flood inundation mapping based on the interior drainage analysis.
10. Prepare technical report to document the objectives, methods, data, and results of the work.

EXHIBIT D - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Design / Engineering	\$100,000	\$150,000
Contingency	0	45,000
Total	\$100,000	\$195,000



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, PORTLAND DISTRICT
PO BOX 2946
PORTLAND, OR 97208-2946

JUL 09 2018

SUBJECT: Acceptance of Interagency Agreement No. RAINIER#198-001

Mr. Matt Petersen
Rainier Drainage Improvement Company
P.O. Box 521
Rainier, OR 97048

Dear Mr. Petersen:

We agree to Interagency Agreement No. RAINIER#198-001 that provides \$232,500 for levee evaluation work described herein.

This signed letter, with the signed agreement document, constitutes acceptance of this Interagency Agreement. Please contact Marci Johnson at (503) 808-4765 or email at marci.e.johnson@usace.army.mil if you have any questions regarding this acceptance.

Sincerely,

A handwritten signature in black ink, appearing to be "A. Dorf", written over a horizontal line.

Aaron L. Dorf
Colonel, Corps of Engineers
District Commander

Enclosure

U.S. ARMY CORPS OF ENGINEERS INTERAGENCY/SUPPORT AGREEMENT (ER 1140-1-211)		1. AGREEMENT NO. RAINIER#198	
		2. <input type="checkbox"/> INITIAL AGREEMENT <input checked="" type="checkbox"/> AMENDMENT NO. 001	
3. PROJECT TITLE Rainier Drainage Improvement Company Levee Evaluation		4. EFFECTIVE DATE Upon Acceptance	
		5. COMPLETION DATE 31 DEC 2020	
6. NAME AND ADDRESS OF USACE ORGANIZATION U.S. Army Corps of Engineers - Portland District PO Box 2946 Portland, OR 97208-2946		7. NAME AND ADDRESS OF OTHER AGENCY Rainier Drainage Improvement Company P.O. Box 521 Rainier, OR 97048	
8. SCOPE OF WORK <i>(Additional pages may be used as needed)</i> This Support Agreement (SA) is entered into by and between the US Army Corps of Engineers, Portland District, the servicing entity, and the Rainier Drainage Improvement Company (RDIC), the receiving activity, for levee inspection work as captured in the attached detailed scope of work, National Flood Insurance Program Levee Evaluation for the Rainier Drainage Improvement Company.			
9. SPECIAL PROVISIONS <i>(Additional pages may be used as needed)</i> a. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers. b. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party. c. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.			
10. USACE PROJECT OFFICER Shane Cline		TELEPHONE 503-808-4242	11. OTHER AGENCY PROJECT OFFICER Ms. Terry Deaton
			TELEPHONE 503-369-2245
ADDRESS U.S. Army Corps of Engineers - Portland District PO Box 2946 Portland, OR 97208-2946		ADDRESS Rainier Drainage Improvement Company P.O. Box 521 Rainier, OR 97048	

12. REPORTS (Requirements and Frequency)
 Final report to be provided at conclusion of analyses.

13. FUNDS (Page(s) with cost breakdown may be attached as necessary)


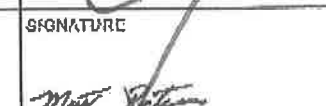
SOURCE	PROVIDES AMOUNT	AMOUNT THIS ACTION	AMOUNT TOTAL
a. USACE AMOUNT			
b. OTHER AGENCY AMOUNT	\$10,000.00	\$244,125.00	\$254,125.00
c. TOTAL PROJECT COST	\$10,000.00	\$244,125.00	\$254,125.00

14. FUNDING
 Funds will be provided by:
 a. Transfer Appropriation (31 USC 151, New-Expenditure Transfer Authorization)
 Reimbursable Order (31 USC 1535 - Economy Act)
 Other (describe) 10 USC 3036(d) - Chief's Economy Act: 95% of funds provided by RDIC, 5% provided by NRCS
 b. Appropriation 96X3123

15. BILLING
 a. Request for payment will be made by: SF 1080 SF 1091 Other (describe) IPAC payments to NRCS
 b. Frequency Monthly Quarterly Upon work completion Other (describe) Monthly IPACs for NRCS
 c. Request for payment will cite the following accounting information (describe necessary documentation): NA
 d. Submit to: NA

16. AUTHORITY
 10 USC 3036(d)

17. APPROVALS

	SIGNATURE	DATE
a. NAME AND TITLE OF AUTHORIZING OFFICIAL FOR USACE Aaron L. Dorf, COI, EN, CDR		2018-07-09
b. NAME AND TITLE OF AUTHORIZING OFFICIAL FOR OTHER AGENCY Matt Petersen, President, RDIC		6-25-18

NATIONAL FLOOD INSURANCE PROGRAM LEVEE EVALUATION

FOR THE

RAINIER DRAINAGE IMPROVEMENT COMPANY

Scope of Work:

USACE Portland District will evaluate the ability of levee system managed by RDIC to provide protection from the 1-percent-annual-chance flood. Portland District will use the criteria outlined in Section 65.10(e) of the National Flood Insurance Program (NFIP) regulations.

FEMA will accept certification from another Federal agency that an existing levee system is designed and constructed to provide 1-percent-annual-chance flood protection in lieu of the requirements outlined in Paragraphs 65.10(b)(1) through (7) of the NFIP regulations. DA is an approved Federal agency that can complete the documentation. DA requires that the levee evaluations be completed in accordance with EC 1110-2-6067 which requires very specific evaluation and analyses to be completed before a levee can be deemed as providing the 1-percent-annual-chance flood protection.

Periodic Inspections (PI) were completed on the RDIC levee. Prior to entering this agreement, RDIC must have addressed all unacceptable items from the most recent PI report and provide documentation of the corrective actions taken or planned in a letter to DA. If there are unacceptable items that are weather dependent, then the letter must address how and when these items will be addressed. Work will not be initiated by DA until any weather dependent unacceptable items have been addressed.

The Scope of Work includes the following:

- a) Review available information including design memorandums, analyses, and as-builts, subsurface information, inspection reports, recent surveys, levee construction records, performance history, operation and maintenance manual, and documentation of repairs and upgrades to the levee.
- b) Determine assurance of providing protection from overtopping by 1% annual chance exceedance flood. This is determined using HEC FDA model which has two inputs including a) discharge-frequency analysis with uncertainty from a hydrology analysis; and b) levee analysis that combines water surface elevations and levee performance. The output from the FDA model will provide the elevation where there is a 90 percent and 95 percent assurance of containing the 1% annual chance exceedance flood. If there is more than 3 feet of freeboard above the expected 50 percent base flood stage, then the levee height will need to provide 90 percent assurance of safely passing the

- 1% annual chance exceedance flood. If there is between 2 and 3 feet of freeboard above the expected 50% base flood stage, then the levee height will need to provide 95 percent assurance of safely passing the 1% annual chance exceedance flood.
- c) A wave overtopping analysis will be conducted to determine if wind-driven waves will overtop the levee and threaten failure of the levee.
- d) Review Interior Drainage Study completed by others. Verify that the existing interior drainage system provides adequate protection during a 1% annual chance exceedance event flood. Review periodic inspection reports and operation and maintenance plans for interior drainage system.
- e) Complete a field inspection of all levee system components. A 2nd field inspection may be required if deficient items are noted in the first inspection that must be addressed or repaired.
- f) Complete an evaluation of foundation and levee stability, through seepage, underseepage of levee system, seepage induced piping, effectiveness of gravity drains, closure structures, toe drain performance, corrosion of drain pipes, bearing capacity, settlement, and overtopping performance using deterministic analyses applying appropriate factors of safety against unacceptable performance. The geotechnical deterministic analyses shall be based on the elevation determined in item (b), either the 90 or 95 percent non-exceedance (assurance) of the 1% annual chance exceedance flood elevation.
- g) Complete an evaluation of failure modes including erosion, erosion protection, and erosion rates.
- h) Complete a mechanical evaluation of mechanical components of pump station.
- i) Complete an electrical evaluation of electrical components of pump station.
- j) Evaluate Operation and Maintenance Plan. Assumes that RWID will provide an up to date O&M plan that has been updated since the 2016 PI.
- k) Evaluate Emergency Response Plan. Assumes that RWID will provide an up to date ERP plan that has been updated since the 2016 PI.
- l) Evaluate current as-built plans.

Deliverables

- a) Draft NFIP Levee System Evaluation Report (NLSER) with a positive or negative NFIP Levee System Evaluation finding.
- b) Complete an agency technical review of the NLSER and analysis.
- c) Final NLSER and letter of recommendation (if positive NFIP Levee System Evaluation finding) signed by the Portland District Levee Safety Officer to RDIC.

Estimated Cost: \$ 244,125 (\$232,500 – RDIC; \$11,625 – NRCS)

The work of Phase 2 will be completed by 31 December 2020.

The DA's Principal Representative shall be Mr. Shane Cline (503-808-4242)

The RDIC's Principal Representative shall be Ms. Terry Deaton (503-369-2245)

Project Understanding

In 1968, Congress created the National Flood Insurance Program (NFIP) to help provide a means for property owners to financially protect themselves. The NFIP offers flood insurance to homeowners, renters, and business owners if their community participates in the NFIP. The NFIP is administered by the Federal Emergency Management Agency (FEMA). Participating communities agree to adopt and enforce ordinances that meet or exceed FEMA requirements to reduce the risk of flooding.

Flood hazard maps published by FEMA, known as Flood Insurance Rate Maps (FIRMs), provide communities with information regarding their flood risks. In 2010 FEMA began the Risk Mapping, Assessment, and Planning (Risk MAP) program, a major effort to update these maps. As part of this effort, FEMA requests specific data and documentation from levee owners or the communities responsible for maintaining the levees. A levee is defined by FEMA as "a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water in order to reduce the risk from temporary flooding." The requested information is used to determine whether the levee provides protection from at least the one-percent-annual-chance flood, known as the base flood. This is the minimum protection level federally required to accredit the levee system and designate areas behind levees as having moderate flood risk instead of high risk on the FIRM.

If a levee owner does not provide full documentation of the status of a levee system, it does not necessarily mean the levee system is not providing the designated level of risk reduction. It does, however, impact how the levee will be mapped on the FIRM as it will be de-accredited and the impacted area will be mapped as high risk. A high-risk mapping designation has implications for both flood risk and the cost of flood insurance. Consequently, providing full documentation to maintain levee accreditation is highly desirable.

The criteria for FEMA accreditation of the hydraulic adequacy of a levee system is set by 44 CFR 65.10(b). Specifically, the following issues must be addressed:

1. Demonstrate that the levee provides the minimum required freeboard per 44CFR 65.10(b)(1).
2. Evaluate the adequacy of embankment protection of the levee for the base flood (100-year flood) event, expected wind and wave action, ice loading, impact of debris, and duration of flooding per 44 CFR 65.10(b)(3).
3. Identify existing openings in the levee, and the associated closure devices on the openings per 44 CFR 65.10(b)(2).
4. Conduct an Interior Drainage Analysis (IDA) of the area protected by the levee per 44 CFR 65.10(b)(6).

Project Approach

Criterion 4, the IDA, is the subject of the proposed work. The analysis will identify the sources of potential flooding, analyze the drainage system response, and determine the water surface elevation and extent of areas inundated to a depth greater than one foot during the 100-year flood event. The objective of the effort is to provide the necessary interior drainage information required for levee certification, which will then be provided by the Rainier Drainage Improvement Company (RDIC) to FEMA.

The following scope of work is proposed to develop the required information:

1. Field Reconnaissance, Data Collection, and Kickoff Meeting
WEST staff will conduct a field reconnaissance to become more familiar with the project area and to view the main canals, pump stations, and culverts. In concert with the field reconnaissance, a kickoff meeting will be held with RDIC representatives to detail the project steps and transfer available data. WEST will collect from RDIC and other sources the following pieces of relevant information:

1. District boundary information.
2. Historic flood information, rainfall data, and other information regarding flood control/stormwater management facilities (e.g., pump stations) that would affect the conditions of interior flooding.
3. Available LiDAR information for the RDIC service area and other contributing drainage areas.
4. Operation and maintenance manuals or other available information that provide insight into how the RDIC manages flood risk.

2. Field Survey

The interior drainage area encompasses approximately 2.1 square miles. The primary conveyance canal in the interior drainage area is the Rinearson Slough. It is understood that no hydrologic or hydraulic models of the RDIC service area exist.

To develop a hydraulic model of the Interior Drainage Area, a field survey of channel cross sections and associated hydraulic structures (bridges, culverts, weirs, and pump stations) will be conducted using survey grade RTK GPS, which will reference the survey points to the Oregon State Plane North horizontal datum and the North American Vertical Datum of 1988 (NAVD88). It is assumed that a total of 10 channel cross sections will be surveyed.

3. Hydrologic Modeling

The U.S. Army Corps of Engineers' (USACE's) Hydrologic Engineering Center's (HEC) Hydrologic Model System (HMS) will be used to conduct a rainfall-runoff analysis of the interior drainage system for all areas contributing to the interior of the RDIC levee. The modeling will first incorporate the appropriate rainfall frequency and duration. Next, land use and soil characteristics will be used to determine the amount of rainfall that infiltrates into the ground and subsequently, the amount of rainfall that begins to flow overland throughout the protected area.

4. Hydraulic Modeling

The USACE's HEC's River Analysis System (RAS) will be used to conduct a hydraulic analysis of the RDIC interior drainage system. Using the cross-sectional and pump station data collected in Tasks 1 and 2, the drainage network used for conveying stormwater runoff will be characterized and defined in the model to route flow to the main pump station.

Aerial imagery was collected by the USACE during the February, 1996 flood that shows the extents of the flood. WEST will attempt to obtain this imagery for the RDIC area. The imagery, if available, will be used to calibrate the model so that the model reasonably reproduces the observed flooding extents within the RDIC area.

5. Flood Inundation Mapping

The extent and depth of flooding within the protected area will be determined from the results of the IDA analyses. Areas of flooding greater than one foot in depth will be delineated and mapped using elevation data derived from the existing LiDAR data.

6. Technical Report

A concise technical report will be produced to document the objectives, methods, data, and results of the work. The report will include all data and information necessary for FEMA review of the IDA. All data and information collected or developed as part of the work will be archived as electronic files on a USB drive that will be included as a deliverable with the report. The draft report will be provided to RDIC for review and comment as part of a draft results presentation. Upon receipt of any review comments, the draft report will be appropriately revised, finalized, stamped, and signed by a professional engineer registered in the State of Oregon.

Level of Effort

The total estimated cost for the proposed scope of work is \$40,466, which includes \$350 for travel to and from the site for meetings and surveys. A detailed breakdown of the involved costs is shown below. A time-and-materials, not-to-exceed-type contract is proposed.

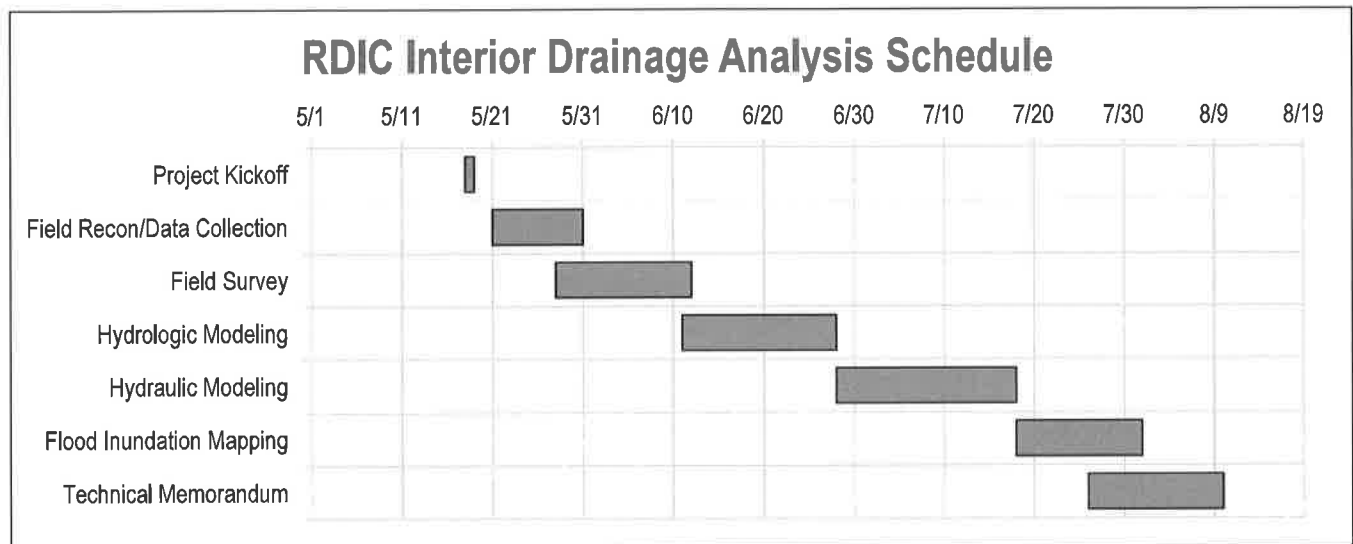
		Principle in Charge	Project Manager	Senior Engineer	Project Engineer	GIS Analyst	2-Person Survey Crew	Admin. Assistant	Total Task Hours	Total Task Amount
LABOR COSTS										
Task No.	Description	TG	JH	JH	EM	SB	JB+LP	EM		
1	Field Recon., Data Collection, & Kickoff		28						28	\$ 4,900
2	Field Survey			8			40		48	\$ 11,152
3	Hydrologic Modeling		4	8	40				52	\$ 6,212
4	Hydraulic Modeling		4	24	40				68	\$ 8,676
5	Flood Inundation Mapping			8		16			24	\$ 3,008
6	Technical Report	4	24					8	36	\$ 5,868
TOTAL HOURS		4	60	48	80	16	40	8	256	\$ 39,816

HOURLY RATES	\$ 267	\$ 175	\$ 154	\$ 107	\$ 111	\$ 248	\$ 75		
TOTAL HOURLY ESTIMATE	\$ 1,068	\$ 10,500	\$ 7,392	\$ 8,560	\$ 1,776	\$ 9,920	\$ 600		\$ 39,816

DIRECT COSTS	
Mileage (600 miles x \$0.545/mile)	\$ 350
Survey Materials & Boat Use Fee	\$ 300
Total Direct Costs	\$ 650

COSTS	
LABOR	\$ 39,816
DIRECT	\$ 650
TOTAL	\$ 40,466

It is anticipated that it will require 12 weeks to complete the work from receipt of a Notice To Proceed (NTP). We are prepared to begin work immediately upon receipt of a NTP. Assuming an NTP date of May 18, 2018 it is expected that the project will be completed by August 10, 2018. If desired, the proposed schedule can be modified. A preliminary project schedule detailing expected milestones and completion dates is shown below. The preliminary project schedule is typically finalized with the client during the project kick-off meeting.



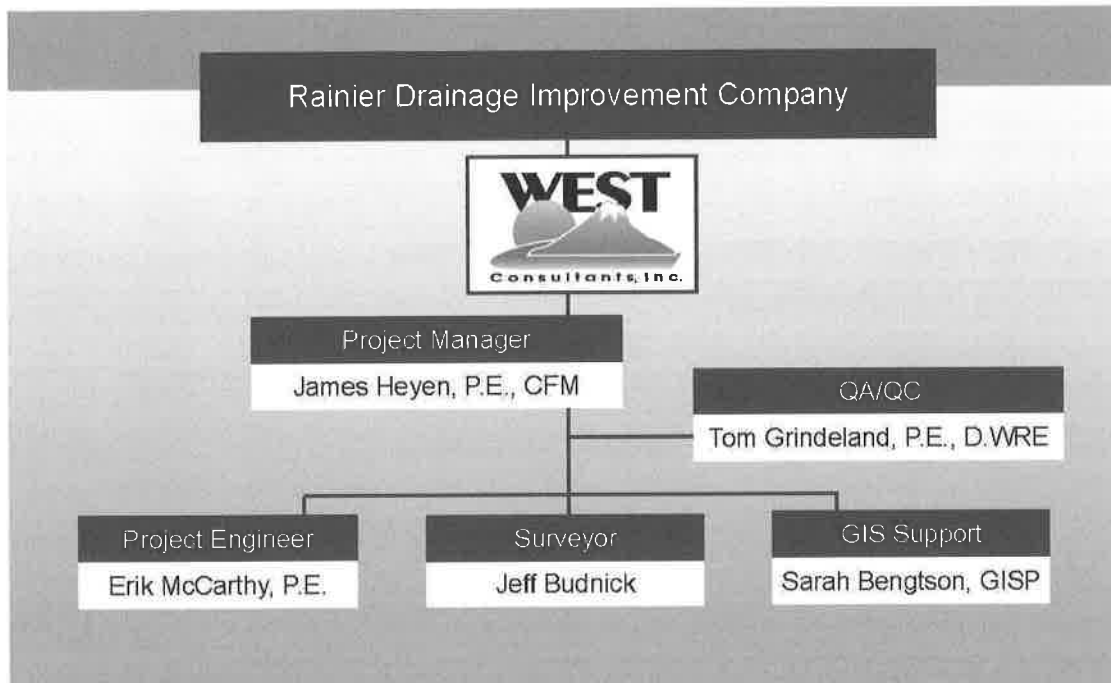
Project Team, Key Personnel, and Organization

WEST was founded in 1988 to provide public and private clients with expert water resource engineering consulting services. With 29 years of experience, WEST offers services that include flood warning and stream gauging services, hydrology and hydraulic analyses, flood inundation and control studies, erosion control, bridge hydraulics and scour analyses, sediment transport data collection and modeling, geomorphology, wetland hydrology, surface and groundwater modeling, water quality and contaminant transport modeling, coastal and estuarine modeling, software sales, computer programming, training, and quality assurance. WEST engineers are experts in the development and application of hydrologic, hydraulic, sediment transport, and water quality computer models.

As a specialized firm with seven offices in Oregon, Washington, California and Arizona, WEST offers a staff of 45 highly trained engineering and scientific professionals, including over 25 licensed engineers, specifically dedicated to the field of water resources. In addition, WEST has twelve Ph.Ds. and twelve Diplomates of Water Resources Engineering certified by the American Academy of Water Resources Engineers. WEST offers a unique depth and breadth of resources and experience in water resource engineering that is typically absent from much larger, less specialized, firms.

WEST has developed an excellent reputation in the water resources engineering field. WEST has provided services in hydrology, hydraulics, flood risk assessment and floodplain mapping in river, estuarine and coastal environments for local, state, and federal government agencies and private industry. This experience includes contracts for FEMA, USACE, Bureau of Reclamation, Federal Highway Administration, the U.S. Forest Service, multiple State Departments of Transportation, and numerous state and local government agencies. WEST is routinely involved in conducting analyses to delineate flood hazard areas and to assess impacts of proposed development on floodplains, and mapping of flood hazards.

WEST's staff has unique knowledge and experience with FEMA processes and procedures. WEST has been a contractor for FEMA for many years. WEST is regularly involved in levee certification efforts, interior drainage analyses, and the preparation of applications for revisions to existing flood insurance maps. WEST has also worked for over 19 USACE Districts, including Portland, and we have been frequently involved in levee and dam safety projects. Our experience includes several interior drainage analyses, numerous complex large-scale flood insurance restudies involving development of new topographic mapping, hydrographic surveys, hydrologic analysis, hydraulic modeling and analysis, floodplain mapping, and floodway delineation. An organizational chart of the proposed team is shown below. Following the figure is an introduction of key personnel and their qualifications.



Project Manager

James Heyen, P.E., CFM, will be the project manager for the proposed work. Mr. Heyen has more than 18 years of experience and is a registered Professional Engineer in the state of Oregon and a Certified Floodplain Manager with the Association of State Floodplain Managers (ASFPM). He has served as Project Manager and Senior Engineer for the hydraulic analyses associated with levee recertification for a number of drainage districts along the Columbia River corridor in both Oregon and Washington. Specific drainage districts include Multnomah County Drainage District No.1, Peninsula Drainage Districts Nos.1 and 2, and Sandy Drainage Improvement Company, each in Multnomah County, OR; and Washougal Flood Damage Reduction Project in Clark County, WA. The projects involve satisfying the requirements of 44 CFR 65.10 which include interior drainage, freeboard, and embankment protection analyses. The analyses all involved the application of various hydraulic modeling software packages including HEC-RAS, xpswmm/storm, and SRH-2D. For more than ten years, Mr. Heyen has served as a regular instructor for training courses presented by the American Society of Civil Engineers. These courses include Basic HEC-RAS, Two-Dimensional Modeling Using HEC-RAS, and GIS for Hydraulic and Hydrologic Modeling.

Quality Assurance/Quality Review

Tom Grindeland, P.E., D.WRE, will provide quality assurance/quality review for the project. He is a registered professional civil engineer with over 35 years of experience in water resources and hydraulic engineering. He will provide senior review for the hydraulic and hydrologic evaluations. He holds BS and MS degrees in Civil Engineering. He has extensive experience with FEMA flood insurance mapping, hydraulic analysis for FEMA levee certification and interior drainage studies. He has led multiple Phase I levee hydraulic adequacy evaluations and Interior Drainage Analyses for levee certification efforts including projects for the Scappoose Drainage Improvement Company (SDIC), City of Castle Rock, WA, Consolidated Diking Improvement District No. 1 (CDID1), and Consolidated Diking Improvement District No. 2 (CDID2). He has an extensive work history with FEMA and the USACE in mapping floodplains and assessing the adequacy of levees for flood control. He will be the primary contact with RDIC for the duration of the contract. As a Senior Vice President of WEST, he has full authority to sign contracts and assign resources necessary to accomplish work required by RDIC. His primary areas of technical expertise are hydrology, hydraulics, geomorphology, and sediment transport.

Erik McCarthy, P.E., will serve as the project engineer for the project. He is a registered professional engineer in the state of Oregon and has over 6 years of experience with hydrologic and hydraulic modeling, with a strong emphasis in stormwater modeling. He holds a BS degree in Civil Engineering and an MS degree in Civil and Environmental Engineering. While he has extensive hydrologic and hydraulic modeling experience with HEC-RAS (including steady, unsteady, 2D, and dam breach), HEC-HMS, and HEC-RTS (flood forecasting), his primary focus has been stormwater modeling using xpswmm and XP2D on over a dozen projects. His stormwater modeling experience includes the ground-up development of multiple stormwater masterplan models, 1D/2D modeling of complex urban flows, HEC-RAS dam breach modeling coupled with 1D/2D xpswmm, hydrologic and hydraulic calibration, QA/QC reviews of 1D/2D xpswmm models, and a catchment level internal drainage analysis that included a coincidental analysis of an adjacent river. Mr. McCarthy provides instruction on the use of HEC-RAS to students throughout the United States.

Jeff Budnick will lead the survey effort for the project. He often leads the design and construction of stream gaging and flood warning stations. He is an expert at making high-flow discharge measurements with Acoustic Doppler Current Profiler (ADCP) equipment. Jeff is the survey crew chief for most hydrographic surveying projects conducted by WEST. He has led several field projects that required surveying hundreds of river cross-sections with precise RTK GPS, total station, and electronic depth sounding equipment. In particular, he has led the surveying effort for a number of interior drainage analyses. His past experience in survey data collection in developed, undeveloped, and agricultural areas allows him unique insight into the effort required to obtain survey data in primarily undeveloped areas, such as the RDIC area.

Sarah Bengtson, GISP, has 10 years of GIS experience in floodplain mapping, watershed modeling, and geomorphic analysis. Ms. Bengtson has extensive experience developing hydraulic and hydrologic model geometry using ArchHydro, GeoRAS, and GeoHMS for projects such as the Big Warrior-Tombigbee CWMS for the USACE-Mobile District, sediment transport modeling of the Lower White River in Pierce County, WA, and multiple Flood Insurance Studies for Yakima County, WA. Her mapping experience includes flood risk analysis of the Cowiche Creek and Upper Naches watersheds in Yakima County and early flood warning inundation mapping of the Chehalis River basin in southwestern Washington. Additionally, she has conducted geomorphic analysis in support of assessments for various flood control measures to protect the Mary's River lumber site on the Chehalis River and the City of Montesano's Wastewater Treatment Facility on the Wynoochee River, also in southwestern Washington.

Relevant Experience

As a firm specializing in hydraulic engineering, WEST has extensive relevant experience in IDA and floodplain mapping. For 29 years, WEST has been involved in conducting hydrologic and hydraulic studies necessary to define flood risk, develop floodplain maps, and satisfy requirements of the FEMA flood insurance program. As a contractor for both FEMA and the USACE, we have an excellent understanding and familiarity with both organizations and their methods. Importantly, WEST has specific experience in conducting Interior Drainage Analyses that have resulted in FEMA levee certification.

A select listing of relevant project experience and contact information includes the following:

Interior Drainage Analysis for Multnomah County Drainage District No. 1
Portland, OR

WEST is under contract to conduct interior drainage analyses for Multnomah County Drainage District No. 1 (MCDD) located in Portland, OR. The analyses involve the review, update, and calibration of existing xpswmm/storm modeling compiled from a multitude of other modeling efforts over the past 12 years. The existing combined model for MCDD is undergoing detailed review of hydrologic parameters, which will be extensively updated to produce a model that utilizes

consistent methodology throughout its approximately 8,600 acres. Significant hydraulic revisions and calibration efforts will also be conducted ensuring that the modeling properly reflects the system response to a variety of flood event magnitudes. The revised modeling will be utilized to update the inundation limits of flooding associated with the 100-year flood event. These efforts are all in support of an ongoing application for levee certification in accordance with 44 CFR 65.10(b)(6).

Ongoing
Cost: \$179,900
Contact: Sara Morrissey (503) 281-5675

Interior Drainage Analysis for Scappoose Drainage Improvement Company Columbia County, OR

WEST conducted an IDA of the area protected by the SDIC levees in accordance with 44 CFR 65.10(b)(6). Field reconnaissance and data collection included field surveys of 63 structures and 85 cross sections. WEST conducted hydrologic/hydraulic IDA to define the 100-year flood within the protected area, using the FLO-2D hydrologic/hydraulic software modeling program. Runoff was determined based on the estimated 100-year rainfall depth and land use characteristics. HEC-HMS was used to define the 100-year inflow hydrograph from Jackson Creek and its expected contribution to Santosh Slough. WEST mapped the extent and depth of flooding within the protected area based on the hydraulic model results, defining flood elevations for areas having flow depths greater than 1 foot. Finally, WEST prepared a concise technical report that documented objectives, methods, data, and results of the work.



WEST mapped the extent and depth of flooding within the protected area based on the hydraulic model results, defining flood elevations for areas having flow depths greater than 1 foot. Finally, WEST prepared a concise technical report that documented objectives, methods, data, and results of the work.

Ongoing
Cost: \$164,380
Contact: Geoff Wenker (503) 543-2064

Peninsula Drainage District No. 1 and 2 Levee Recertification Multnomah County, OR



WEST is under contract with the MCDD to provide a variety of services related to their efforts at obtaining recertification of their levee systems. Peninsula Drainage Districts No. 1 and 2 were each modeled by MCDD using xpswmm/storm to determine the effectiveness of their drainage and conveyance systems and to delineate the limits of ponding during the 1% annual-chance flood event. MCDD instructed WEST to conduct a technical peer-review of the modeling analysis and provide comment regarding the analysis approach and results. Each analysis was reviewed and through a series of comments and revisions, the interior drainage modeling was completed so as to satisfy the requirements of 44 CFR 65.10.

Ongoing
Budget: \$72,039
Contact: Sara Morrissey (503) 281-5675

Peninsula Drainage District No. 1 & 2 Levee Recertification

It is my pleasure to highly recommend the stormwater and hydraulic engineering services of WEST Consultants, Inc. They have provided a multitude of services for the engineering department, including a Letter of Map Revision (LOMR) for the Sandy Drainage Improvement Company as well as quality assurance services for interior drainage models that the district engineering department developed. They are always quick to respond to task orders and have strong relationships with our regulatory partners, which is helpful in permitting and project development.

Ms. Sara Morrissey
Multnomah County Drainage District

Stormwater Master Plan Update for the City of Salem, Oregon Salem, OR

WEST completed the Battle Creek Basin Plan as part of the stormwater master plan update for the City of Salem, OR. The updated master plan is required for renewal of the City's MS4 permit. The Basin Plan focuses on the development of Capital Improvement Projects (CIPs) that both reduce flood risk and improve habitat. A major component of the development of the basin plan was the development of an xpswmm stormwater model, which is a dynamically linked hydrologic and hydraulic model. This required the updating of subbasin delineations for the drainage basin and the acquisition, review, and integration of pipe, cross section, and bridge data into a Geographic Information System (GIS) database that when completed was imported directly into xpswmm. Hydrologic modeling was performed using the xpswmm RUNOFF method, which employs Horton Infiltration to represent the non-linear nature of watershed losses.

Due to complex flow interchanges between Battle Creek and Waln Creek during high flows, the 2-dimensional (2-D) component of xpswmm was linked to the 1-dimensional (1-D) model. The 2-D component not only improved the accuracy of the model, but also provided a visualization of the temporal and spatial variation of the flood extents and flow velocities. The model output will eventually be used to develop updated FEMA FIRMS as the model does an excellent job of representing flood risk within the basin.

Completed: 2016
Cost: \$842,332
Contact: Robert Chandler (503) 588-6008

Port of Portland Interior Drainage Analysis for TRIP II Development Multnomah County, OR

WEST developed stormwater and interior drainage modeling of a 2,560-acre project area located in Multnomah County, Oregon. The Salmon and Arata Creek watersheds drain a system of open channels, detention areas, and culverts which pass through a 1,500-acre property scheduled for future development of the Port of Portland under Phase II of the Troutdale Reynolds Industrial Project. The project was originally conducted for the Sandy Drainage Improvement Company and was subsequently adapted and expanded for use analyzing the proposed TRIP II development. The analyses included development of xpswmm modeling for the



existing network of open channels, storage areas, and storm drain systems. Extensive data collection and verification were performed to ensure that the modeling properly represented the existing stormwater system.

WEST modeled multiple future conditions scenarios to account for increased impervious area, the reduction of flood storage from fill within the floodplain, and a variety of system upgrades which included creation of additional flood storage, replacement of culverts, channel improvements, and pump station upgrades. WEST developed and submitted a Letter of Map Revision (LOMR) for the project area which determined the extent and depth of interior flooding and established base flood elevations along Salmon and Arata Creeks. The LOMR was subsequently approved and adopted as the effective floodplain mapping for the area.

Completed: 2012

Cost: \$33,460

Contact: David Moyano (503) 588-0199

Port of Camas Washougal Levee Certification Study Washougal, WA

WEST was contracted as the hydraulic specialty subcontractor for certification of the Port of Camas Washougal Levee. WEST was tasked to perform an evaluation of levee embankment protection and computation of levee freeboard. Other tasks included providing support to both the geotechnical evaluation of the levee performed and the IDA. WEST conducted a site reconnaissance in order to field-check the existing embankment protection. A steady state HEC-RAS hydraulic model was used to provide hydraulic parameters necessary for the evaluation of the embankment protection. The existing embankment protection was evaluated for the base flood (100-year flood) event, expected wind and wave action, ice loading, impact of debris, and an extended duration of flooding.

Completed: 2012

Cost: \$21,011

Contact: David Ripp (360) 835-2196

Interior Drainage Analysis for Consolidated Diking Improvement District 2 Cowlitz County, WA

The CDID2 oversees the operations and maintenance of numerous watercourses, culverts, and pump stations, all located within a series of exterior levees and floodwalls. WEST provided the necessary interior drainage information required for certification of the levee system. After WEST crews completed a detailed topographic survey of the levee-protected area, hydrologic analyses were conducted using HEC-HMS to provide flow inputs from external watersheds to the 2-D FLO-2D model. The FLO-2D model was used to calculate flow depths and flooding extents within CDID2 for a number of different events. The FLO-2D model was calibrated and verified against historic events. The 1% annual chance event was then simulated using the model to determine the extents of the flooded area and the water surface elevations within the CDID2 levee-protected area during this event.

Draft Report Completed: 2011

Cost: \$124,244

Contact: Susan Eugenis (360) 577-3030

Interior Drainage Analysis for Consolidated Diking Improvement District 1 Cowlitz County, WA

The CDID1 oversees the operations and maintenance of numerous ditches, drains, and pump stations, all located within a series of exterior levees. WEST was contracted to provide the necessary interior drainage information required for certification of the levee system.

Hydrologic and hydraulic analyses were conducted to identify the sources of flooding, the extents of the flooded area, and the water surface elevations of the base flood. To facilitate the model development, a detailed topographic survey of the levee-protected area was completed by WEST. Due to the complexity of the flooding conditions within the CDID1 area of operations, a 2-D combined hydraulic and hydrologic model was used to calculate runoff volumes and rates, flow depths, and flooding extents.

A FLO-2D model was created based on the topographic survey data, culverts, pump stations, and interior levees. Spatially variable hydraulic roughness, buildings, and infiltration rates were some of many unique features incorporated into the comprehensive model. The FLO-2D model was calibrated and verified against previously recorded events. The 1% annual chance event was then simulated to determine locations of flooding within the CDID1 area of operations during this event.



Completed: 2010

Cost: \$185,370

Contact: Ken Cachelin (360) 423-2493

Interior Drainage Analysis for Consolidated Diking Improvement District No. 1

*"WEST Consultants understood the nature of our problem and needs and developed an appropriate solution that would meet government requirements and equip us with tools that we could use for system analysis in the future. WEST demonstrated technical competence throughout the duration of the project. Reports were well written without being unnecessarily long. Project was completed well under budget. Project was done professionally and completed within the allotted time frame. WEST always responded quickly to project questions and concerns. Furthermore, WEST continued to assist us with questions we had regarding related issues and showed great flexibility in working with us on other matters beyond the original scope of work. We have had the opportunity to work with WEST on two projects over the past several years. In both cases, **we have found WEST to be a competent, thorough, and reliable team of professionals.** CDID #1 has been very satisfied with the services provided by WEST and would recommend them to anyone needing similar services."*

Mr. Ken Cachelin, P.E.

Consolidated Diking and Improvement District No. 1

Levee Certification Study for the City of Castle Rock Cowlitz County, WA

WEST completed the IDA as a requirement for the certification of the levee system operated by the City of Castle Rock located in Cowlitz County, WA. WEST conducted a field reconnaissance and review of previous analyses, calculations, and studies. A detailed survey of the areas of probable interior flooding was completed by WEST. An HEC-HMS hydrologic model was developed to provide hydrographs for the IDA. An unsteady HEC-RAS hydraulic model was created



to evaluate the potential for interior flooding. The hydraulic model included pump stations, storage areas, and other unique hydraulic features. The extent of interior flooding was defined by hydraulic analysis and then mapped using Arc-GIS. Other tasks included the computation of levee freeboard and the evaluation of the levee embankment protection erosion potential.

Completed: 2009

Cost: \$3,552

Contact: Dave Vorse (360) 274-7478

Levee Certification Study for the City of Castle Rock, WA

"We are very pleased to have met the certification requirements and secured the Zone X rating which provides for protection from the 1% annual chance of flood. We are also grateful for the Portland Office of the USACE, Cowlitz County and our consulting firms of Cornforth Consultants and WEST Consultants for assisting us through this process."

Mr. Dave Vorse
City of Castle Rock, WA

Quality Control Program

WEST has a reputation for consistently providing responsive quality services and products to our clients. This track record for success comes from our proven approach to project management and attention to quality, developed from 29 years of successful corporate experience. There are five primary components that create the WEST comprehensive quality control program: (1) sound judgment, (2) disciplined management techniques, (3) adherence to professional standards of practice, (4) equitable contract agreements, and (5) a commitment for improvement. These quality assurance and control essentials enable the Project Manager to specify and structure management procedures and tasks to accomplish the desired objective – quality products and service.

WEST's quality assurance and quality control procedures are generally implemented in three phases: 1) project development, 2) project execution, and 3) review of deliverables. The specific elements of each phase will be reviewed with the RDIC as part of the development of the contracted scope of work for the project.

The responsibilities for each phase of quality assurance and quality control are distributed throughout the project team organization commensurate with the required technical expertise and experience. Phase I, project development, is the responsibility of the Project Manager and experienced staff. Phase II, project execution, is the responsibility of the Project Manager and experienced staff. Quality control and assurance reviews are conducted as part of each significant project task. Phase III, the review of deliverables, is conducted by the Project Manager and experienced staff. All draft and final work products are subject to quality assurance and quality control reviews.

Our attention to quality has resulted in an enviable record of superior performance. The majority of our assignments come from satisfied repeat clients, which has included a wide range of federal, state, and local agencies and private industry clients. These clients include, among others, the Portland District of the USACE, FEMA, FHWA, ODOT, OWRD, SDIC, CDID1, CDID2, and MCDD.

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 31970
Columbia County

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Columbia County**, hereinafter referred to as **Recipient**, entered into an Agreement on **July 1, 2017**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by **State** and **Recipient** that the Agreement referenced above, although remaining in full force and effect, shall be amended to change the Recipient Contact, extend the Agreement period, and increase the grant amount to account for the Agreement expiring prior to Statewide Transportation Improvement Fund intercommunity agreement execution.

Page 1, Agreement, Paragraph 1, which reads:

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2017** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2019** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

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

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2017** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **September 30, 2019** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

Page 1, Agreement, Paragraph 3, which reads:

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$504,235.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$268,581.00** in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$579,128.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$306,027.00** in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.

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

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

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

SIGNATURE PAGE TO FOLLOW

Columbia County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Todd Wood
230 Strand Street
Saint Helens, OR 97051
1 (503) 366-8505
todd.wood@co.columbia.or.us

State Contact:

Arla Miller
555 13th St. NE
Salem, OR 97301-4179
1 (503) 986-3312
Arla.MILLER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 05/13/2019

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

Amendment changes to this Agreement are within the scope of the original or previously amended version; therefore, legal sufficiency review is exempt under OAR 137-045-0050(2).

**Revised Exhibit A
 Project Description and Budget**

Project Description/Statement of Work

Project Title: 2017-19 R2 TN-IC Columbia County 31970				
<i>Preventive Maintenance</i>				
<i>Operating</i>				
Item #1: Preventative Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$54,879.00	\$43,903.00	\$10,976.00	Local
Item #1: 50% Federal Share				
	Total	Grant Amount	Local Match	Match Type(s)
	\$524,248.00	\$262,124.00	\$262,124.00	Local
Sub Total	\$579,127.00	\$306,027.00	\$273,100.00	
Grand Total	\$579,127.00	\$306,027.00	\$273,100.00	

● 1. BACKGROUND

The purpose of the Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing important space or time gaps, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

2. SERVICE DESCRIPTION

Grant funds from this program will be used to continue existing transit service between Portland and Astoria, Oregon with an emphasis on connections between Longview/Kelso, Washington and Sunset Empire transit and Astoria. This grant will fund up to three round trips daily.

3. PROJECT DESCRIPTION

This Agreement includes the following projects.

PREVENTIVE MAINTENANCE

Provide funding for preventive maintenance on vehicles and non-vehicle assets in the provision of public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met. Preventive maintenance reimbursed in this Agreement is for assets used in the provision of public transportation services for the general public, seniors, or individuals with disabilities. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.

OPERATIONS

Provides funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public, in Columbia County and Clatsop County, Oregon and to support the administrative costs required to manage the service contract.

4. PROJECT DELIVERABLES, SCHEDULE and USE

This Agreement includes deliverables for the following projects.

PREVENTIVE MAINTENANCE

All preventive maintenance tasks must be completed prior to the expiration date of this Agreement.

Preventive maintenance expenses include activities, supplies, materials, labor, services, and

associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.

Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts.

Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan.

A major component replacement (such as an engine or transmission), that keeps an asset within useful life (overhaul), or extends the useful life (rebuild) may be eligible for reimbursement under this Agreement, pending verification of conformance to Recipient's adopted maintenance plan and requirements detailed in Federal Transit Administration Circular 5010.1E (Award Management Requirements), Chapter IV.

A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul. Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds must extend the useful life of the vehicle by at least four years.

If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change and submitted to State within 90 days of the change.

OPERATIONS

The service, schedule, days, hours, and service type will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

To the extent possible, Recipient (and contractors, as applicable), will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.

Recipient will inform State if there is a change in the service funded by this Agreement. Changes which impact the intercity characteristics of the service could result in the service becoming ineligible for funding under this Agreement. Recipient will market the services.

Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported to State.

5. PROJECT ACCOUNTING and MATCH

PREVENTIVE MAINTENANCE

Sources of funding that may be used as Recipient's matching funds for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funds. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.

OPERATIONS

In-kind contributions will be accepted as part of the matching share required for the project when such contributions meet all of the following criteria: the value of in-kind contributions is included in the net project cost at least to the extent it is used as local match; the contribution is an integral and necessary part of the project; contributions are documented; rates for volunteer contributions are consistent with those paid for similar work in the organization and community; and the value of donated space does not exceed the fair rental value of comparable space in a privately-owned building in the same locality.

Recipient will have no obligation to State regarding program income earned after the end of the project period, with the following exception: income earned during the project period, but paid after the end of the project period, will be used to further transit network program objectives. If the project ceases when this Agreement terminates, income earned during the project period, but paid after the end of the project period, will be used to reduce the net allowable costs on which the Agreement share of costs is based.

Income from fares, tickets and passes, if charged, either pre- or post-paid, will be deducted from the gross allowable operating cost in determining the net allowable costs on which the Agreement share of costs is based. To the extent that the project financed by this Agreement is also financed by other operating agreements, the fare income will be proportionally allocated to each of the agreements. All administrative and operating expenses incurred by the contractor are defined as operating expenses. Administrative expenses directly incurred by Recipient may be treated as an operating expense or may be added to the net operating cost to determine the net project cost. The required local matching share will be subtracted from the net project expenses to determine the Agreement share of the project expense.

Generally accepted accounting principles and the Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Program income that may be used as Recipient's matching funds for this Agreement includes Special Transportation Formula funds, other local funds, service contract revenue, advertisement and other earned income, cash donations and other verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funds must be properly documented and reported to State. Recipient may not use passenger fares as matching funds.

Recipient will subtract revenue from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of service. Administrative expenses are reimbursable as operating expenses. The required local match share will be subtracted from the project expenses to determine the grant share of the project expense.

6. REPORTING and INVOICING REQUIREMENTS

Recipient will submit a quarterly transit network service report in digital format for each bus service directly supported by this Agreement. The appropriate form is available on State's website or by contacting the regional transit coordinator. Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's submitted preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices.

Revised Exhibit B
FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$306,027.00
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Administered By Rail and Public Transit Division 555 13th St. NE Salem, OR 97301-4179

**AMENDMENT NO. 2 to
Agreement for Detention of Columbia County Juveniles in the Cowlitz County
Juvenile Detention Facility**

1. This Amendment NO. 2 to Agreement is between Cowlitz County, Washington, ("COWLITZ"), and Columbia County, Oregon ("COLUMBIA") shall take effect and be in force on the date last signed below.
2. COWLITZ AND COLUMBIA have entered into an Agreement for juvenile services, to wit: AGREEMENT FOR DETENTION OF COLUMBIA COUNTY JUVENILE IN THE COWLITZ COUNTY JUVENILE DETENTION FACILITY, effective August 1, 2012 (the "Original Agreement")
3. COLUMBIA is now in need of continuing or modifying the Original Agreement with COWLITZ under the Original Agreement, as set forth herein, and COWLITZ is amendable to this amendment in providing services to COLUMBIA, under the same terms and conditions of the Original Agreement.

NOW THEREFORE, the Parties agree as follows:

1. The Original Agreement is amended as follows:
 - a. Section H "COST PER BED" is amended to read as follows:

From the effective date of this Amendment 2 through May 31, 2021, COLUMBIA COUNTY will pay \$144.00 per bed day for an average of 1.0 beds per day and for a total of (365) bed days during an annual term of this Agreement, equaling a monthly amount of \$4,380.00 through May 31, 2021.

From June 1, 2019 through May 31, 2021, any bed days incurred by COLUMBIA COUNTY in excess of (365) bed days during any annual term will be paid at the rate of \$144.00 per each additional bed day.
 - b. Section I "REIMBURSEMENT OF COSTS" is amended to read as follows:

From the effective date of this Amendment 2 through May 31, 2021, COWLITZ COUNTY agrees to bill COLUMBIA COUNTY every month by the 15th of the month following the billed period for all services pursuant to this agreement at the rate of \$4,380.00, plus any costs as set forth herein. All shall be paid within thirty (360) days of billing.
 - c. Section M "EFFECTIVE DATE AND RENEWALS" is amended to read as follows:

This agreement becomes effective on August 1, 2012, by signature of this document by the parties hereto. The term of the Agreement shall expire on May 31, 2021, unless otherwise modified or terminated as provided herein. This Agreement may be terminated by either part, effective no less than sixty (60) days after receipt of written notice given by the party seeking to terminate. This Agreement may be modified only after written notice of intention to modify and by mutual written agreement of the parties.
2. This Amendment No. 2 is effective on June 1, 2019.
3. Except as provided above in the Amendment No. 2, all terms, conditions, duties, obligations and provisions of the Original Agreement and any prior Amendment(s) shall remain in full force and effect.

The parties hereto have executed this Amendment No. 2 and each signatory to this Amendment No. 2 warrants that he/she is duly authorized and executes this Amendment for and on behalf of the below-inscribed parties hereto.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

By: _____
Henry Heimuller, Chair

By: _____
Joe Gardner, Chairman

By: _____
Margaret Magruder, Commissioner

By: _____
Dennis P. Weber, Commissioner

By: _____
Alex Tardif, Commissioner

By: _____
Arne Mortensen, Commissioner

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Columbia County Counsel

T. Ostreim, Cowlitz Clerk of Board

Date: _____

CONTRACT AMENDMENT FORM HAS
BEEN APPROVED BY COWLITZ
PROSECUTING ATTYS
OFFICE – CIVIL SECTION

AMENDMENT NO. 1 TO PERSONAL SERVICES CONTRACT
by and between
COLUMBIA COUNTY and DAVID EVANS AND ASSOCIATES
for the Gable Road Sidewalk and Bike Lane Project

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as “County,” and DAVID EVANS AND ASSOCIATES, INC., hereinafter referred to as “Contractor,” for the purpose of amending the agreement between the parties for engineering and other related services for the Gable Road Sidewalk and Bike Lane Project.

RECITALS

WHEREAS, on November 22, 2017, the County entered into an agreement with Contractor for preliminary engineering and other related services for the Gable Road Sidewalk and Bike Lane Project (hereinafter, the “Project”), which expired on April 1, 2019; and

WHEREAS, because of changes to the construction schedule, the County wishes to extend Contractor’s preliminary engineering services under the agreement to June 30, 2019 to allow Contractor to assist the County with implementation and execution of the construction contract; and

WHEREAS, the County also requires additional services for the Project, including construction monitoring and inspections and changes to engineering designs that may need to be made during construction; and

WHEREAS, the County wishes to amend its original agreement with Contractor to include the aforementioned additional services, which shall be completed by November 30, 2021; and

WHEREAS; on May 15, 2019, the Board of County Commissioners adopted Board Order No. 29-2019, authorizing the award of the additional services to Contractor without competitive bidding; and

WHEREAS, the County also wishes to amend its original agreement with Contractor to include engineering services performed through an emergency procurement for the installation and replacement of a culvert at the intersection of Gable Road and Columbia Boulevard; and

WHEREAS, under Board Order No. 7-2019, the Board of County Commissioners found that a severe storm on February 12, 2019 caused major damage to the culvert on Gable Road, necessitating the closure of the road and prompt execution of a contract to construct a replacement culvert; and

WHEREAS, because of Contractor’s in-depth experience with Gable Road and its availability due its involvement with the Project, the County’s Public Works Department used Contractor’s engineering services to assist with the emergency culvert replacement;

NOW, THEREFORE, THE PARTIES HEREBY AGREE, as follows:

1. The Agreement between County and Contractor, executed on November 22, 2017, shall be amended, as follows:

a. Section 2, Completion Date, shall be amended to read, as follows:

“2. Completion Date. The completion date for services performed under Exhibit A, Statement of Work and Delivery Schedule, shall be June 30, 2019. The completion date for services performed under Exhibit A.1, Statement of Work and Delivery Schedule for Construction Contract Administration and Construction Engineering and Inspection, shall be November 30, 2019.”

- b. Section 3, Contractor’s Services, shall be amended to read, as follows, to add the Statement of Work and Delivery Schedule for Construction Contract Administration and Construction Engineering and Inspection, which is attached hereto as Exhibit A.1 and incorporated herein by this reference, and the Breakdown of Costs for Construction Contract Administration and Construction Engineering and Inspection, which is attached hereto as Exhibit B.1 and incorporated herein by this reference:

“3. Contractor’s Services. Contractor agrees to provide the services in accordance with the following Contract Documents, which are attached hereto and incorporated herein by this reference:

- Exhibit A – Statement of Work and Delivery Schedule
- Exhibit A.1 – Statement of Work and Delivery Schedule for Construction Contract Administration and Construction Engineering and Inspection
- Exhibit B – Breakdown of Costs
- Exhibit B.1 – Breakdown of Costs for Construction Contract Administration and Construction Engineering and Inspection
- Exhibit C – Request for Proposals (excluding the Sample Contract)
- Exhibit D – Contractor’s Proposal
- Exhibit E – Local Agency Agreement No. 30927

In case of conflict between this Agreement and its exhibits, Exhibit E shall control, followed by this Agreement, Exhibits A and A.2, Exhibits B and B.2, Exhibit C and Exhibit D, in that order.”

- c. Section 4, Consideration, shall be amended to read, as follows, to increase consideration by \$382,330.96 for the additional services as set forth in the Breakdown of Costs for Construction Contract Administration and Construction Engineering and Inspection:

“Consideration. County shall pay Contractor on a fee-for-service basis, an amount not to exceed \$570,550.37 for work performed under Exhibit A, and \$382,330.96 for work performed under Exhibit A.1, said amounts to be the complete compensation to Contractor for the services performed under this Agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made in a lump sum at the satisfactory completion of the project. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.”

2. All other terms and conditions of the original Agreement shall remain in full force and effect.

3. This Amendment No. I shall be effective when signed by all parties but shall be retroactive to April 1, 2019.
4. This Amendment No. I may be signed in multiple 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 this Amendment No. I so executed shall constitute an original.

<p>CONTRACTOR: (446—</p> <p>By: <u>ZellAc</u> <i>Yteg</i></p> <p>Name: <u>paisois a surf% 1 AisoctA,-rim</u></p> <p>Date: <u>5.10.11</u></p> <p>Approved as to form</p> <p>By: _____</p> <p style="padding-left: 40px;">Office of County Counsel</p>	<p>BOARD OF COUNTY COMMISSIONERS FOR</p> <p>COLUMBIA COUNTY, OREGON</p> <p>By: _____</p> <p style="padding-left: 40px;">Henry Heimuller, Chair</p> <p>By: _____</p> <p style="padding-left: 40px;">Margaret Magruder, Commissioner</p> <p>By: _____</p> <p style="padding-left: 40px;">Alex Tardif, Commissioner</p> <p>Date: _____</p>
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EXHIBIT A.1 -

Statement of Work and Delivery Schedule for Construction Contract Administration and Construction Engineering & Inspection (“CA/CEI”)

Construction Project Name: Gable Road Sidewalk and Bicycle Lane Improvements, US30 to Columbia Boulevard (the “Project”)

Project Location: St. Helens, Or

Local Public Agency (LPA):

Price Agreement/Contract No. ; WOC No. ; Amendment No.:

Key No.:

Name: Address: Phone: Fax: Email:	Agency’s Project Manager (“APM”) for CA/CEI Phase Tristan Wood Columbia County Roads Department 1054 Oregon Street St. Helens, OR 97051 503-397-5090 503-397-7215 tristan.wood@co.columbia.or.us	Name: Address: Phone: Fax: Email:	Consultant’s Project Manager (“PM”) for CA/CEI Phase Richard Smith David Evans and Associates, Inc. 2100 SW River Parkway Portland, OR 97201 503-499-0426 503-223-2701 rasm@deainc.com
		Name: Address: Phone: Fax: Email:	Alternate Contact for Consultant Shon Heern David Evans and Associates, Inc. 530 Center Street NE, Suite 605 Salem, OR 97301 503-302-8132 503-361-8655 skhe@deainc.com

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A. PROJECT DESCRIPTION AND OVERVIEW OF SERVICES

This Exhibit A.1 includes the statement of work for CA/CEI Services (CA/CEI SOW) required for the Project. The delivery schedule is provided in the “Deliverables and Schedule” section of each task in section E.2.

The CA/CEI Services will culminate when Agency issues Final Acceptance of the Project and Consultant has completed all tasks and provided all deliverables as required.

Note: Reference to “PA or Contract” in this CA/CEI SOW means whichever is applicable. “PA” is applicable if this is a WOC or WOC Amendment. “Contract” is applicable if this is a Contract or Contract Amendment.

Background

The background for the Project is unchanged.

Phases of Services The Services are divided into the following (2) phases:

- Phase 1: Preliminary Engineering and Bidding Assistance (“PE”)
- Phase 2: Construction Engineering (“CE”)

Definitions and Acronyms

DEFINED TERMS	
Acceptance	In this CA/CEI SOW, “Acceptance” or “Accept” means that Agency has reviewed the deliverable(s) submitted by Consultant and finds the deliverable(s) submitted in reasonable compliance with applicable requirements. Agency Acceptance does not release Consultant from liabilities due to any Errors or Omissions with respect to Consultant's Services and deliverables.
Change Orders	Include Contract Change Order (CCO), Extra Work Order (EWO), and State Force Order (SFO)
Inspector	Representative of Consultant, with appropriate certifications, authorized to inspect and report on construction contract performance.
Standard Specifications	Oregon Standard Specification for Construction (“OSSC”)- current version in effect during CA/CEI phase for this Project
Specifications	Includes both the Oregon Standard Specifications for Construction and the Project Specific Special Provisions, collectively referred to as the “Specifications”.

ACRONYMS			
AASHTO	American Association of State Highway and Transportation Officials	OCR	ODOT Office of Civil Rights
Agency	Columbia County Roads Department	OJT	On-the-Job Training
APM	Agency’s Project Manager for CA/CEI Phase	ORS	Oregon Revised Statutes
CA	Contract Administrator	OSSC	Oregon Standard Specifications for Construction
CA/CEI	Contract Administration, Construction Engineering and Inspection	PA	Price Agreement
CC	Construction Contractor	PE	Preliminary Engineering
CCO	Contract Change Order	PM	Consultant’s Project Manager for CA/CEI Phase
CE	Construction Engineering	POR	Professional of Record
CECI	Certified Environmental Construction Inspector	PS&E	Plans, Specifications and Estimates
CPS	ODOT Contract Payment System	QA	Quality Assurance
DBE	Disadvantaged Business Enterprises	QAC	Quality Assurance Coordinator
EEO	Equal Employment Opportunity	QA/CA Plan	Quality Assurance & Contract Administration Plan
EWO	Extra Work Order	QC	Quality Control
FHWA	Federal Highway Administration	QCCS	Quality Control Compliance Specialist
FIR	Field Inspection Report	RAS	Region Assurance Specialist
IA	Independent Assurance	RFI	Request for Information
IGA	Intergovernmental Agreement	RFP	Request for Proposal
IQAP	Inspection Quality Assurance	ROW	Right of Way

	Program		
LAPM	Local agency project manager	SFM	Survey Filing Map
LPA	Local Public Agency	SFO	State Force Order
LRFD	Load and Resistance Factor Design	SOW	Statement of Work
NTE	Not to Exceed	WOC	Work Order Contract
NTP	Notice to Proceed		

B. STANDARDS and GENERAL REQUIREMENTS

1. Standards applicable to CA/CEI Services

Consultant shall perform all Services in accordance with the professional standard of care set forth in the PA or Contract.

Consultant shall complete the CA/CEI Services in accordance with the current version in effect of the [ODOT Construction Manual](#), the [Quality Control Compliance Specialists \("QCCS"\) Handbook](#), the [Manual of Field Test Procedures](#), the [ODOT Inspector's Manual](#), and the PA or Contract.

The standards, manuals, directives and other procedural guidance identified are not exhaustive and may not include all applicable standards for a given project. Consultant shall be responsible for determining all applicable practices and standards to be used in performing Professional Services and Related Services. Consultant shall inform and demonstrate to Agency if standards, directives or practices required by Agency in performance of the work are insufficient, in conflict with applicable standards, or otherwise create a problem for the design or construction. Should the requirements of any reference, standard, manual or policy referenced conflict with another, Consultant shall request Agency in writing to resolve the conflict.

ADA Compliance – Assessment, Design, Inspection. When the Services under a WOC include **assessment or design (or both)** for curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), Consultant shall:

- a. Utilize ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 (“ADA”), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards; and shall
- b. Follow ODOT’s processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.

When the Services under a WOC Contract include **inspection** of curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), all such inspections shall include inspection for compliance with the standards and requirements in a. and b. above. In addition, at Project completion, Consultant shall send an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to ODOT’s Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable [Curb Ramp Inspection Form](#) and instructions on the forms webpage.

Above references to curb ramps, sidewalks or pedestrian-activated signals also include, when applicable, shared use paths, transit stops, park-and-rides and on-street parking.

Unless otherwise specified in a WOC or Contract, the most current version of applicable standards, manuals, directives and other procedural guidance shall apply. Unless otherwise specified, the system of measurement and language used in all deliverables will be English.

2. General Requirements

As required in **ORS 672.002 to 672.325**, Consultant shall provide appropriate supervision and control with a licensed Professional Engineer in responsible charge of the CA/CEI Services.

All Inspection work must be performed by Agency-certified Inspectors as required by the Agency's Inspection Quality Assurance Program ("IQAP"). Consultant's Agency-certified Inspectors shall diligently monitor the work of the Construction Contractor ("CC") in order to determine whether the Project is constructed in compliance with the construction contract documents and any applicable current standards and Agency manuals or procedures, including but not limited to those listed in the PA or Contract. All Quality Control ("QC") monitoring tasks must be performed by individual(s) certified by the Agency's Technician Certification Program.

Consultant shall immediately advise Agency of any construction or planned construction which fails to conform to the construction contract requirements applicable to the Project. Consultant shall also immediately advise Agency of any design errors or deficiencies or other problems that could have a negative impact on the Project construction schedule or construction cost. In addition, Consultant shall immediately advise Agency of any construction which Consultant knows, or with the exercise of professional care should know, fails to conform to the federal or state standards applicable to construction of the project.

3. Communication

Communication is an important element to the successful completion of the Project and CA/CEI Services. All communication and deliverables covered under this CA/CEI SOW shall be directed to the APM (or such other individual as designated in writing to Consultant).

To the extent possible, all transmittals from Consultant to Agency must include the Contract#, PA# and WOC# if applicable, Project name and the Agency's key number. The key number must be used as part of the document control system established by Agency and Consultant. Formats for the document control system shall be discussed at the initial meeting between Agency and Consultant pertaining to the CA/CEI Services.

The CC for the Project will be determined through the competitive bidding or proposal process. When the CC has been determined, Consultant shall establish appropriate contacts with that firm prior to the Pre-Construction Conference.

4. Roles and Responsibilities

Agency

The APM is Agency's primary point of contact for Consultant. The APM has the authority to review and accept, or recommend Acceptance of, all Consultant deliverables. The APM may distribute deliverables to appropriate Agency personnel for review and approval.

Agency has overall authority in scope, schedule and budget of the Project. All construction Change Orders [Contract Change Orders ("CCO"), Extra Work Orders ("EWO") and State Force Orders

(“SFO”)] prepared by Consultant are subject to Agency review and approval prior to implementation by the CC. Authority to approve all CCOs, EWOs and SFOs shall be as outlined in the ODOT Construction Manual, Chapter 3 - Delegated Authority and in Delegation Letters.

Agency is responsible for the following:

- Execution of Intergovernmental Agreements (“IGAs”) related to the Project
- Attend Pre-Construction Conference
- Providing a link to Agency’s construction forms website and hardcopy forms as needed
- Approving construction CCOs, EWOs and SFOs.
- Approving requests for overrun or increase in Project authorization
- All contact with Federal Highway Administration (“FHWA”) or other federal agencies
- All contact with Native American Tribes
- Reviewing and processing monthly pay estimates for construction contract Final Project Acceptance
- Providing access to Agency-owned Right of Way (“ROW”) and easements
- Providing facilitator for Cooperative Arrangement (“Partnering”) if needed
- Performing periodic quality, quantity and labor compliance documentation reviews

Consultant:

- Unless specifically stated otherwise in a particular task, Consultant shall provide all labor, equipment and materials to manage, coordinate and complete all tasks and provide all deliverables as set forth in this CA/CEI SOW (collectively, the “CA/CEI Services”) in accordance with the delivery schedules identified.
- Changes to Consultant’s Project Manager are subject to Agency approval and will require written notice to Agency prior to the change.
- If Consultant is performing the Construction Inspection and Quality Control Compliance Specialist functions, then Consultant’s Key Persons may not be substituted or replaced unless approved in writing by Agency.
- Consultant is not responsible for the means, methods, operating procedures or safety precautions of any CC or other entity.

Local Public Agency (“LPA”) is responsible for the following:

- Access to LPA owned ROW and easements
- Attend Project meetings
- Review storm water and sanitary sewer submittals and RFIs

C. REVIEW, COMMENT and SCHEDULE REQUIREMENTS

- Consultant shall complete all CA/CEI tasks and deliverables in a timely manner to avoid unnecessary delays in the construction Project. Consultant shall provide written notice to Agency at the first sign of delays caused by Agency, Consultant, CC, or any other entity that may delay completion of the Project or otherwise have a negative impact on the construction schedule.
- Consultant shall notify APM immediately (within 2 business days) upon discovery of any changes in the Project that may impact scope, schedule or budget of the Project or CA/CEI Services.

- Consultant shall submit all deliverables to APM or designee unless otherwise stated in specific tasks.
- All deliverables are considered draft until reviewed and accepted by Agency. Consultant shall make revisions to address Agency comments and submit revised deliverable(s) to APM within 5 business days of receipt of Agency review comments, unless a different timeframe is stated in specific tasks or otherwise agreed to in writing by Agency. If no revisions are necessary, the submittal will be considered final.

D. FORMAT REQUIREMENTS

- Deliverables shall be submitted to Agency in the format described in the ODOT Construction Manual and individual tasks.
- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., Word, Excel, MS Project, etc.) and must be fully compatible with version used by Agency.
- Additional format requirements may be listed with specific tasks or deliverables throughout the CA/CEI SOW or in the PA or Contract.

E.1 TASKS, DELIVERABLES and SCHEDULE

Task Numbering: For purposes of standardization, task numbers in this SOW may be non-sequential due to deletion of unneeded tasks from Agency’s CA/CEI SOW template. For convenience to the reader, the task numbering for the CA/CEI phase will use the standard task number prefaced with “CE” (CE-1, CE-2).

TASK CE-1 PROJECT MANAGEMENT OF CA/CEI SERVICES

This activity is continuous throughout the duration of these CA/CEI Services. Consultant shall guide and direct the CA/CEI Services and Consultant’s team in conformance with all applicable requirements of the CA/CEI Services and the Project’s goals and objectives. Consultant shall monitor progress of the Project and CA/CEI Services

Task CE-1.1 Coordination

Consultant shall provide leadership, direction and control of these CA/CEI Services.

Consultant shall:

- Direct Consultant’s team with regard to overall CA/CEI activities and team meetings.
- Maintain liaison, communication and coordination between Consultant’s staff, APM, local agency project manager (LAPM) if applicable, CC and Agency staff to facilitate timely, efficient operations for all involved.

Deliverables and Schedule:

- On-going coordination and communication as needed to appropriately manage the CA/CEI Services (no tangible deliverables for this task).

Task CE-1.2 Status Reports and Invoices

Consultant shall prepare up to 14 Monthly Status Reports throughout the duration of the CA/CEI Services. See Section E.2, Project Schedule.

The Monthly Status Report must:

- Describe the previous month's Consultant activities. For fixed-price method of compensation, identify staffing used for that reporting period. For other compensation methods, the staffing used must be identified in the invoice backup documentation. Describe the planned activities for the next month.
- Identify any issues or concerns that may affect the CA/CEI Services and budget or the Project schedule and Project budget.

If the construction Project schedule milestones are significantly revised, Consultant shall attach the updated Project schedule and submit with Monthly Status Report. Consultant shall submit the Monthly Status Reports to APM with the monthly Consultant invoice.

Deliverables and Schedule:

Monthly Status Report - Submitted to APM with the monthly invoice no later than the 5th calendar day of the month following the reporting month.

Task CE-1.3 Structure Cost Data - RESERVED

TASK CE-2 CONSTRUCTION CONTRACT ADMINISTRATION/CONSTRUCTION ENGINEERING and INSPECTION (CA/CEI)

Consultant shall support the Project's needs by providing CA/CEI Services required for the Consultant to certify, at Second Notification and Third Notification that the Project was completed according to the Plans and Specifications for the Project. Consultant shall engage the Professional of Record (POR) as required to provide engineering Services required to administer design changes that may become necessary during the construction phase of the work.

Task CE-2.1 Pre-Construction Conference Consultant shall prepare for and lead the Pre-Construction Conference as referenced in the Specifications in 00180.42, and the ODOT Construction Manual, Chapter 11 – Before On-Site Work Begins. Attendees will include the CC, APM, LAPM, permitting agencies, local officials and others as may be appropriate to discuss the construction schedule, utility involvement, permit concerns, required documentation submittals, materials, and other items relevant to the construction of the Project.

Consultant shall consult with the CC, LAPM (if applicable), and the APM to determine participants and schedule the Pre-Construction Conference at an agreed upon time and place.

Consultant shall:

- Schedule the Pre-Construction Conference in cooperation with CC and APM (and LAPM, if applicable).
- Prepare and distribute the Pre-Construction Conference agenda and minutes.

- Attend, lead, facilitate and participate in Pre-Construction Conference.
- Attend and participate in Pre-Construction Conference.

Deliverables and Schedule:

- Pre-Construction Conference Agenda – 1 copy to each conference attendee and the APM 1 week prior to the scheduled conference.
- Pre-Construction Conference Minutes – 1 copy to each conference attendee and the APM within 1 week after the conference.

Task CE-2.2 Cooperative Arrangement (Partnering) - RESERVED

Task CE-2.3 Quality Assurance & Contract Administration Plan - RESERVED

Task CE-2.4 Construction Contract Administration

Consultant shall provide day-to-day administration of the construction contract. Consultant shall complete contract administration tasks as outlined in the ODOT Construction Manual, the Manual of Field Test Procedures, the Non-Field-Tested Materials Accepted Guide, the ODOT Inspector’s Manual, QCCS Handbook, Qualified Products List (“QPL”), the Contract Plans and Specifications, and this CA/CEI SOW.

In addition to any other requirements identified in the reference standards identified above, Consultant shall:

- Monitor overall budget and costs included in the Project Construction Authorization as outlined in the ODOT Construction Manual, Chapter 5 – Construction Authorization.
- Monitor and evaluate the construction schedule and determine whether the CC is proceeding in a manner that will result in timely Project completion in conformance with the construction contract documents. If the CC is not proceeding in this manner, document the delay and determine and pursue the appropriate action as outlined in the ODOT Construction Manual, Chapter 13 – Contract Time.
- Support APM with preparation of CCOs.

Deliverables and Schedule:

- Draft CCO and EWO or SFO documents with supporting documents (cost estimate and justification) - Submit to APM by date agreed to when work was requested.

Task CE-2.5 Monthly Preliminary Progress Estimates

Consultant shall prepare and enter all source documents as “paynotes” into the monthly preliminary progress estimate spreadsheet for CC’s work performed through the last working day of the month. After all paynotes are entered, Consultant shall generate the Preliminary Progress Payment Report, print it out and review it with the CC for concurrence on quantities being paid for the previous month’s work.

No later than the 8th of the month, Consultant shall submit to the APM the Preliminary Progress Payment Report via e-mail. Following a review, the APM will process the CC’s payment.

Deliverables and Schedule:

Monthly Preliminary Progress Estimate - Completed and ready for APM review by the 8th of the month following each month in which CC’s work was performed.

Task CE-2.6 Project Progress Meetings

Consultant shall conduct periodic Project Progress Meetings with the CC and others as needed, including but not limited to, APM, permitting agencies, and local officials, and LAPM, if required. The Project Progress Meetings are intended to promote Project progress, proper communications, effective working relationships and timely issue resolution.

Consultant shall conduct additional activity-specific technical kick-off meetings for various activities required by the construction contract. These activities may include, but are not limited to:

- Asphalt Concrete Pavement

Consultant shall:

- Schedule Project Progress Meetings as needed, or as agreed to by APM (and LAPM if applicable). Project Progress Meetings are recommended to be held weekly during active construction periods, but may be held less frequently during periods of low construction activity.
- Prepare Project Progress Meeting agendas and inform attendees.
- Attend and participate in Project Progress Meetings.
- Record and distribute Project Progress Meeting minutes.

ASSUMPTIONS FOR BUDGETING PURPOSES: Project Progress Meetings are assumed to be weekly (during active construction) with no more than 3 Consultant staff attending and 31 number of meetings are assumed, see Section E.2 Project Schedule.

Deliverables and Schedule:

- Project Progress Meeting agendas – Submit via email, 1 copy to each attendee and 1 copy to APM 2 business days prior to scheduled meeting.
- Project Progress Meeting minutes – Submit via email, 1 copy to each attendee and 1 copy to APM within 5 business days after the meeting.
- Request to cancel Project Progress Meetings based on inactive construction period – Submit written request electronically to APM at least 2 business days prior to scheduled meeting.

Task CE-2.7 Shop Drawing and Submittal Review

Consultant shall review construction shop drawings and working drawings submitted either electronically or in paper form by the CC. If electronic submittals are received, Consultant shall process them according to the ODOT Guide to Electronic Shop Drawing Submittal. Consultant shall log in the submittal when it arrives, track the submittal to ensure timely response, and log out the reviewed submittal when it is returned to the CC. Consultant shall conduct submittal review in accordance with the Specifications in 00150.35 and the ODOT Construction Manual, Chapter 16 – Working Drawings.

Consultant shall:

- Maintain 1 of the as-submitted copies in the Project files
- Conduct review and prepare 5 mark-up/comment copies of the shop drawing. Stamped Drawings must be signed and dated by the POR and marked as either RV = Reviewed, or RVC = Reviewed with Comment. Unstamped Drawings shall be marked as AP = Approved, AX = Approved as Noted, or RC = Returned for Correction.
- Include construction contract number on all shop drawings.

Consultant shall review the following submittals as required using the guidelines in ODOT's Construction Manual, Chapter 16 – Working Drawings, the ODOT Guide to Electronic Shop Drawing Submittal, and the Specifications in 00150.35:

- Traffic control plans
- Erosion control plans
- Pollution control plans
- Quality control plan and personnel
- Construction schedules (baseline and monthly updates) Machine control survey submittals
- Drainage structures (manholes and inlets) shop drawings
- Retaining wall calculations and drawings
- Lighting pole and traffic signal pole submittals
- Blue or green sheet submittals for traffic signal or electrical equipment and materials
- Landscaping and irrigation submittals
- Others as required by construction contract specifications

Deliverables and Schedule:

- Return approved shop drawings with comments:
Hard-copy Submittals (within time frame established in construction contract specified requirements)-
 - 1 copy to APM (transmittal only)
 - 2 copies (1 for field and 1 for home office) to CC
 - 1 copy maintained in Project files
 - Electronic Submittals
 - 1 electronic PDF mark-up/comment copy to APM, CC, and Project Files
- POR-provided shop drawings for non-standard signs and steel sign supports (due within 5 business days of request):
 - 1 copy to APM (transmittal only)
 - 2 copies (1 for field and 1 for home office) to CC
 - 1 copy maintained in Project files

Files Retained by Consultant:

Consultant shall maintain files of all reviewed shop drawing submittals according to the retention period set forth in the terms and conditions of the PA or Contract. APM may request these files at any time during the retention period. Consultant shall provide the files to APM within 14 calendar days of the request.

Task CE-2.8 Consultation During Construction

Consultant shall provide consultation and technical Services regarding design issues raised during construction of the Project. Consultant shall clarify construction contract documents and provide written responses to Requests for Information (“RFIs”). The design consultation will occur only as required and may be ongoing throughout the CA/CEI Services and the Project.

Upon request of the CC or Agency during construction, Consultant shall:

- Clarify construction contract documents.
- Respond to field inquiries.

- Engage the services of the POR on all matters involving design changes.

NOTE: Design requests must be initiated by either Agency or Consultant using a Change Request Form or a RFI. A response to a RFI may also initiate a Change Request or a formal contract amendment for Consultant or CC. No work shall be conducted on a Change Request until the APM approves the request and the appropriate change order document is approved. The Change Request must clearly outline Consultant's cost, the estimated construction cost, and the cause of the change.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes up to 16 RFIs, each requiring up to 6 hours of staff time for preparation and documentation of the response.

Deliverables and Schedule:

- Written documentation of responses to CC or Agency inquiries. Submit 1 copy to APM within 2 business days of inquiry, unless other delivery date is agreed to by APM.

Task CE-2.9 Design Modifications [CONTINGENCY TASK, See CA/CEI SOW Section F]

If Consultant or CC determines that design modifications may be necessary, Consultant shall discuss potential changes with APM, LAPM and POR prior to verbally agreeing on changes with CC or preparing the appropriate Change Order documents, depending upon the type of work (changed work, extra work, or force account work). Upon request of the APM, Consultant shall work with the POR to prepare detailed engineering design revisions necessitated by conditions encountered during construction. These design revisions must be accompanied by the necessary Change Order documents (CCO, EWO or SFO) to make them a part of the construction contract.

Deliverables and Schedule:

- Design details for modifications (prepared or approved by the POR for appropriate changes to Project design) - Submit to APM at date agreed to when work was requested.
- Draft CCO and EWO or SFO documents with supporting documents (cost estimate and justification) - Submit to APM at date agreed to when work was requested.

Task CE-2.10 Claim(s) Support [CONTINGENCY TASK, See CA/CEI SOW Section F] - RESERVED

Task CE-2.11 Public Records Request Support [CONTINGENCY TASK, See CA/CEI SOW Section F] - RESERVED

TASK CE-3 CONSTRUCTION, ENVIRONMENTAL COMPLIANCE AND WORK ZONE MONITORING AND INSPECTION

Consultant shall provide on-site monitoring and inspection of construction for conformance with, and shall enforce compliance with, construction contract documents. Consultant shall coordinate and conduct on-site monitoring and inspections so they do not cause unnecessary adverse impacts to the construction schedule. On-site monitoring and inspections must occur at critical times during the construction process based on Consultant's evaluation of the CC's schedule, construction contract documents and as outlined in the ODOT Construction Manual, the Manual of Field Test Procedures and the ODOT Inspectors Manual.

Consultant shall have certified Inspector(s) on site during all critical times during the construction process. Consultant shall monitor the CC's quality control process for compliance with the construction contract requirements. All persons involved in performing inspection duties must be certified through the Agency's Inspection Quality Assurance Program ("IQAP") in the discipline for the work they will be inspecting. Consultant's Inspectors must be certified prior to commencement of any on-site work by the CC.

If circumstances occur that prevent the use of a Certified Inspector, Consultant may assign specific tasks to a non-certified individual. Refer to the IQAP for a list of limited duties that may be performed by non-certified personnel.

The following are the approved ODOT Inspector Certifications currently in place in the Inspection Quality Assurance Program:

- Certified Bridge Construction Inspector ("CBCI")
- Certified Environmental Construction Inspector ("CECI")
- Certified Traffic Signal Inspector ("CTSI")
- Certified General Inspector ("CGI")
- Certified Asphalt Concrete Pavement Inspector ("ACP")
- Certified Drilled Shaft Inspector ("CDSI")

Consultant shall perform work zone monitoring as required by the ODOT Construction Manual, ODOT Inspectors Manual and the construction contract documents. Accordingly, Consultant shall monitor and enforce the following for compliance to construction contract requirements:

- Permit compliance during construction
- Temporary Traffic Control measures
- Erosion Control installation and maintenance
- Turbidity Monitoring (if required)

Consultant shall monitor the CC to verify the following deliverables are completed and submitted (to the extent the deliverables are required by the construction contract documents). If the documents are not submitted to the Consultant, then the Consultant shall take appropriate action to require compliance by the CC:

- Temporary Protection and Direction of Traffic Reports
- Erosion Control Monitoring Reports
- Turbidity Monitoring Reports

Task CE-3.1 Environmental Compliance and Mitigation Monitoring

This task involves conducting environmental inspection site visits during the construction phase of the Project, typically to document compliance with the environmental permits, including effectiveness of best management practices, avoidance and minimization measures, challenges encountered and corrective actions.

Consultant shall:

- Perform compliance and mitigation monitoring related to environmental conservation measures agreed upon with State and Federal regulatory agencies through permit conditions and as included in the construction contract.
- Conduct site environmental inspections site visits to assist CC, LAPM and Agency in maintaining compliance with issued regulatory permits and the special provisions.
- Provide documentation of the construction process relative to this environmental compliance.
- Coordinate and schedule monitoring visits coincident with activities that have significant environmental components.
- Evaluate onsite conditions and construction techniques during environmental inspections site visits to assess compliance with Project permits, the Pollution Control Plan, the Erosion and Sediment Control Plan, proposed site rehabilitation measures, and general environmental conservation measures.
- Identify deficiencies and potential permit compliance issues and provide guidance to Agency, LPA and CC to aid in avoiding potential regulatory agency involvement or violations.
- Provide input and clarifications during construction activities to facilitate biological functioning as outlined in Project permits, based on the Project’s significant site rehabilitation measures (to offset Project impacts)

In the event that deficiencies are noted, Consultant’s Environmental Specialist shall immediately bring the deficiency to the attention of the CC, and APM and recommend a corrective course of action to comply with environmental regulations, performance standards, and permit conditions.

Consultant shall review the CC's following submittals for compliance with the construction contract and permits:

- Erosion and Sediment Control Plan (“ESCP”),
- Pollution Control Plan (“PCP”), and

Consultant shall conduct weekly environmental inspection site visits and document site conditions in the General Daily Progress Report, providing recommended measures to facilitate permit compliance and correct deficiencies.

Deliverables and Schedule:

- Reviewed CC-submitted Erosion Control Monitoring Reports (Form 734-2361) for compliance no later than 14 calendar days after each inspection site visit. Maintain in the Project files and submit with final Project documentation as defined in Task 5.4.
- General Daily Progress Reports / Project Diary – Complete daily when performing onsite visits. Maintain in Project files and submit originals with final Project documentation as defined in task 5.4
- Project Photography / Photo Logs – Submit with reports (when applicable) and final Project documentation as defined in task 5.4.

Task CE 3.1.1 Endangered Species Consultation for the Federal-Aid Highway Program (“FAHP”) - RESERVED

Task CE 3.1.2 Restoration As-Built Report. - RESERVED

Task CE 3.1.3 Biology Restoration Monitoring Report - RESERVED

Task CE-3.2 Construction Activity Monitoring

Consultant shall monitor construction activities during construction of the Project utilizing Agency-certified Inspectors and require compliance with the construction contract documents. Consultant shall provide inspection concurrently with the CC's operation. Consultant shall coordinate closely with CC to ensure on-site inspections are coordinated with the construction schedule. Consultant shall perform inspections as detailed in the ODOT Construction Manual and the ODOT Inspectors Manual. Consultant shall prepare General Daily Progress Reports of construction for days Consultant is on site. Consultant shall take photos of the various construction activities and keep a current digital photo-log of critical construction activities. The photo-log must be kept up to date throughout construction and available for review by Agency.

Consultant shall determine and document all pay quantities for work and materials incorporated into the Project. As required by the ODOT Construction Manual, Chapter 12D – Quantities, Consultant shall prepare source documents (“Paynotes”) for all pay items and include supporting documentation to support each payment. Consultant shall keep quantity documentation current at all times and available for Agency review upon request.

Deliverables and Schedule:

- General Daily Progress Reports – Complete each day Consultant is on-site. Make available for review at Consultant's field office or home office. Originals submitted to Agency with final Project documentation submittal per task 5.4.
- Current Digital Photo-log of construction activities - Make available for Agency review at Consultant's field office or home office as needed. Submit photo logs with the final Project documentation in task 5.4.
- Source Documents “Paynotes” - Field notes, calculations, receipts, invoices, reports used to determine Project pay quantities, installation sheets, and other supporting documentation – Complete as work is performed (and enter data monthly per task 2.5). Make available for Agency review as needed and submit with final Project documentation per task 5.4.
- CC's EEO/DBE and OJT/Apprenticeship reports, if required – Submit as required by construction contract.

Task CE-3.3 Quality Control Monitoring (Non-Field Tested and Field-Tested Materials)

Consultant shall document the work and Non-Field-tested materials incorporated into the Project by completing Field Inspection Reports (FIRs) as required by the ODOT Construction Manual, Chapter 12C – Quality and the Non-Field-Tested Materials Acceptance Guide. Consultant shall log the FIRs and other supporting quality documentation into the applicable Test Summary and keep up to date and available for review by Agency. Consultant shall maintain the Non-Field-Tested Materials Test Summary (Test Summary “A”) as detailed in the ODOT Construction Manual.

Consultant shall monitor the CC's Quality Control (“QC”) program for conformance with requirements of the ODOT Manual of Field Test Procedures and the construction contract documents. Consultant shall monitor the CC's QC Program. One or more Consultant staff shall perform the QCCS functions as defined in the QCCS Handbook and the Agency's Quality Assurance Program, which is in Section 2 of the ODOT Manual of Field Test Procedures. Consultant staff fulfilling the role of the QCCS shall be experienced in all areas of field testing and documentation, and be certified by the Agency's Technician Certification Program for the specific tests being monitored.

The following are the approved Technician Certifications currently in place in the Technician Certification Program:

- Certified Aggregate Technician (“CAgT”)
- Certified Embankment and Base Technician (“CEBT”)
- Certified Density Technician (“CDT”)
- Certified Asphalt Technician I (“CAT-I”)
- Certified Asphalt Technician II (“CAT-II”)
- Certified Mix Design Technician (“CMDT”)
- Quality Control Technician (“QCT”)
- Concrete Control Technician (“CCT”)
- Concrete Strength Testing Technician (“CSTT”)

Consultant shall:

- Review and monitor the CC's documentation for the quality of all materials incorporated into the Project.
- Verify that all materials furnished and placed on the Project comply with the approved specifications.
- Certify that the documentation confirms that all materials comply with construction contract requirements.
- Identify and monitor CC’s quality control technicians and require proper and current certification(s), and require that proper testing frequencies and procedures are being followed. Monitoring must be done by Consultant staff experienced in all areas of field testing and documentation and certified by ODOT’s Technician Certification Program for the specific tests being monitored.
- Take appropriate action if CC’s quality contract technicians do not have proper or current certifications or if proper testing frequencies and procedures are not being followed.
- Obtain, review and compile all required Project quality documentation in accordance with the ODOT Construction Manual and the construction contract documents.
- Prepare quality price adjustments as necessary for materials.

Deliverables and Schedule:

- Project field-tested materials quality documentation - Make available for Agency review throughout the Project. Submit originals to Agency with final Project documentation per task 5.4.

Task CE-3.4 ADA Ramp Inspection

Consultant shall perform inspection of CC installed ADA ramps, review and respond to CC Working Drawings and Sidewalk Ramp Plan, and attend all preplacement meetings as required in the Specifications in Section 00759.

Consultant shall:

- Conduct a submittal review according to the Specifications in 00150.35 of CC’s Working Drawings and Sidewalk Ramp Plan submitted either electronically or in paper form.
- Maintain 1 of the as-submitted copies in the Project files.
- Review, respond and return any corrections or comments to the CC’s Working Drawings and Sidewalk Ramp Plan according CE Task 2.7 Shop Drawing and Submittal Review.
- Attend all Preplacement Conference(s) as noted in the Specifications in 00759.03.
- Determine and obtain information from the POR if there is an approved design exception on any ADA Ramps.

- Perform ADA Ramp Inspection(s) according to the most current version of the ADA Ramp Inspection form ([734-5020](#)) and the latest Agency guidance on smart level tools.
- Complete ADA Ramp Inspection form(s) ([734-5020](#)) and attach this documentation to Agency source documents “Paynotes” as noted in Task CE 2.5 Monthly Preliminary Progress Estimates and Task CE-3.2 Construction Activity Monitoring.

If a design change has occurred impacting an ADA ramp and Task CE-2.9 Design Modifications is authorized, Consultant shall coordinate with the POR to provide additional or modified plan(s) to CC as part of Task CE-2.9.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than 18 ADA Ramp Inspection(s). This task assumes up to 1 Preplacement Conference(s). Each Preplacement Conference is expected to last no more than 1 hours, with no more than 2 Consultant staff in attendance.

Deliverables and Schedule:

The deliverables for ADA ramp review and inspection include, but are not limited to:

- Return Working Drawings and Sidewalk Ramp Plan submittals to CC within the time frames in the Specifications in 00150.35.
- Documentation of all ADA ramp inspection forms to support “Paynotes” in the Project documents as noted in Task CE 2.5 Monthly Preliminary Progress Estimates and Task CE-3.2 Construction Activity Monitoring.

TASK CE-4 CONSTRUCTION SURVEYING

Consultant's licensed Land Surveyor shall provide land surveying Services and deliverables that conform to all state statutes pertaining to survey and land boundary laws. These include, but are not limited to, the following Oregon Revised Statutes (ORS):

- ORS Chapter 92 - Subdivisions and Partitions
- ORS Chapter 93 - Conveyancing and Recording
- ORS Chapter 209 - County Surveyors
- ORS Chapter 672 - Professional Engineers; Land Surveyors; Photogrammetrists; Geologists

Consultant’s survey personnel shall perform all construction surveying tasks in accordance with the most recent version of the [ODOT Construction Surveying Manual for Contractors](#), as required to ensure conformance of the Project construction with the approved plans and specifications. Consultant shall provide qualified personnel to verify the Project is constructed to the lines and grades as shown, specified, or established.

Task CE-4.1 Coordination, Calculations and Quality Assurance (QA) of Construction Contractor’s Survey Work

Consultant shall:

- Perform one site visit for pre-construction confidence point check.
- Perform QA review of CC’s field survey work. Provide memo indicating dates and times the survey field checks of CC’s survey work were performed and the results of the field checks along with copy

of notification to CC on items not in compliance with approved construction plans and when/what corrections were made.

- Provide a map, digital ASCII file of the coordinates, and field notes as applicable, of horizontal and vertical control points (from the construction contract plans) for use by the CC's surveyor.
- Prepare horizontal and vertical alignment print outs, construction grade data, including annotated cross sections (from the construction contract plans) for use by the CC's surveyor.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes no more than five one-half day site visit(s) by a 2 person survey crew for QA review of CC's field survey work.

Deliverables and Schedule:

- Confidence report.
- Memo regarding survey field checks – Submit via email to CC with copy to APM within 5 business days of request.
- Map, digital ASCII file of the coordinates and field notes as applicable, of horizontal and vertical control points – Submit original to CC at the pre-construction or pre-survey meeting.
- Horizontal and vertical alignment print outs, construction grade data, including annotated cross sections – Submit original to CC at the pre-construction or pre-survey meeting.
- Copy of field notes in .pdf format.

Task CE-4.2 Construction Survey and Staking - RESERVED

Task CE-4.3 Locate, Recover and Reference Monuments

Consultant shall recover and reference monuments (as indicated below) in the location of the ROW. Consultant shall document in field notes the monuments either found, or not found during the search phase. Consultant shall ensure compliance with the requirements of ORS 209.155.

For all monuments not destroyed during construction activities, Consultant shall note in the field notes that:

- All monuments were recovered (include date),
- All monuments are within the new ROW and do not need to be reset.

The monuments may or may not be retied to confirm their original surveyed positions. This decision will be made based on Consultant surveyor's professional judgment.

Consultant shall:

- Recover monuments to confirm they either still exist or were destroyed during construction. Consultant shall note destroyed monuments that are within the Project limits.
- Locate and recover any new monumentation within the Project work zone which were placed after the original field search and survey ties, which may include research of county records as appropriate. Agency may provide monuments tied prior to construction.
- Use Agency point number range for control points and monuments.

Deliverables and Schedule:

- Submit the deliverables below to APM (required for projects on or connected to an ODOT facility).
- Submit the deliverables below to the LAPM. Provide via email a copy of transmittal letter to APM.
 - ASCII File of located monuments with monument point numbers and coordinates and any other electronic files (such as .fwd, .alg, ASCII, etc.) created or produced for the Project documenting

Monumentation surveying - Submit within 14 calendar days after recording of the survey filing map (SFM) with the appropriate County Surveyor's office.

- Original field notes and 1 electronic .pdf copy - Submit within 14 calendar days after recording of the SFM with the appropriate County Surveyor's office.

Task CE-4.4 Right of Way (“ROW”) Monumentation [CONTINGENCY TASK, See CA/CEI SOW Section F]

Consultant shall document the location of the ROW lines at the completion of the Project construction. Consultant shall preserve the location of the monuments found prior to construction and shall document the ROW lines for all property acquired for the Project.

Unless otherwise approved by the Agency, Consultant shall monument the new ROW using the Boundary Method in conformance with the [ODOT Monumentation Policy](#) and the [Survey Filing Map Standards](#) (available on the Internet at <http://cms.oregon.gov/ODOT/HWY/GEOMETRONICS/Pages/documents.aspx>). Consultant may be assigned the method of monumentation, which could be the Network Method, Boundary Method, or a combination of both methods which are defined in the [ODOT Monumentation Policy](#).

Consultant shall set control and ROW monuments, as applicable, within 60 calendar days after issuance of Second Notification.

Deliverables and Schedule:

- Submit the deliverables below to APM (required for projects on or connected to an ODOT facility).
- Submit the deliverables below to the LAPM. Provide via email a copy of transmittal letter to APM.
 - Bentley MicroStation.dgn file displaying the control and monuments as applicable – Submit within 14 calendar days after recording of the SFM with the appropriate County Surveyor's office.
 - Bentley Inroads.alg(s) file with centerline(s), control and monument data, and report of alignment(s) showing coordinates, bearing, stations, etc., per Bentley Inroads standard reports – Submit within 14 calendar days after recording of the SFM with the appropriate County Surveyor's office.
 - Final report of monument station and offset relationship to the alignment(s) – Submit within 14 calendar days after recording of the SFM with the appropriate County Surveyor's office.
 - Agency ROW files and copies of all deeds, court judgments, etc., from the appropriate County – Submit within 14 calendar days after recording of the SFM with the appropriate County Surveyor's office.
 - Original field notes and 1 copy in .pdf format – Submit within 14 calendar days after recording of the SFM with the appropriate County Surveyor's office.
 - Final ASCII file of all control and monument points set – Submit within 14 calendar days after recording of the SFM with the appropriate County Surveyor's office.

Task CE-4.5 Monumentation Survey Filing Map (SFM) [CONTINGENCY TASK, See CA/CEI SOW Section F]

Consultant shall create SFM in accordance with Agency Survey Filing Map Standards, County and ORS 209 requirements. Consultant shall ensure preservation of existing survey markers in conformance with Chapter 6.2 of the [ODOT Construction Survey Manual for Contractors](#).

Consultant shall monument any newly acquired ROW in accordance with [Survey Filing Map Standards for Right of Way Monumentation](#).

Consultant shall submit the survey to the appropriate county for filing on archival Mylar or acceptable media per county requirements.

Deliverables and Schedule:

- SFM File at the appropriate County Surveyor's office within 45 calendar days after setting monuments.

- Submit the deliverables below to APM (required for projects on or connected to an ODOT facility).
- Submit the deliverables below to the LAPM. Provide via email a copy of transmittal letter to APM.
 - Final recorded SFM and narrative regarding methodologies used – Submit within 14 calendar days after recording of the SFM with the appropriate County Surveyor's office.

TASK CE-5 PROJECT CLOSE-OUT

Consultant shall complete interim and final on-site inspections and submit all Project records required for final payment and Project Acceptance.

Task CE-5.1 Final Inspection(s) and Submittals

Consultant shall issue Second Notification when all on-site bid item and CCO, EWO and SFO work is completed per the Specifications, in 00150.90(a) and 00180.50(g) (Refer to the ODOT Construction Manual, Chapter 13 – Contract Time.)

Consultant shall:

- Schedule a review of the Project at a time close to completion of on-site work.
- Schedule and lead a Project Final Inspection with CC and Agency within 15 days after receiving notice from the CC that all punch list items, final trimming and cleanup according to the Specifications in 00140.90 have been completed.
- Prepare a punch-list of items to be corrected by the CC.
- Once the punch-list items have been corrected, meet at Project site with Agency (and LPA if applicable) for a follow-up to the Final Inspection.
- Prepare and send a recommendation of project acceptance to APM, once CC has satisfactorily completed all construction contract work and fulfilled its obligations concerning Project documentation. (Refer to the ODOT Construction Manual, Chapter 36 – Acceptance of Project.)
- Complete the Project Managers Narrative Form after issuance of substantial completion. (Refer to the ODOT Construction Manual, Chapter 37 – Submittal of Final Project Documentation.)

Deliverables and Schedule:

- Recommend project acceptance via e-mail to APM upon completion of final inspection.
- Project Manager’s Narrative Form. Due after claims expiration date.

Task CE-5.2 As-Constructed Plans

Consultant shall prepare as-constructed plans in conformance with the following reference documents as applicable to the Project:

1. **Bridge Plans**, Section 2 “Drafting Practices” of the [Bridge Design and Drafting Manual](#) (“BDDM”)
2. **Roadway Plans**, [ODOT Contract Plans Development Guide](#), Vol. 1 Chapter 16.
3. **Traffic Plans:**
 - **Traffic Signal Plans**, [ODOT Signal Design Manual](#)

- **Sign Plans**, [ODOT Traffic Sign Design Manual](#)
- **Illumination Plans**, follow the same file naming conventions as Signals and Signs, except use “IL” extension: key number + TR + IL1. Example: “10104TR.IL1” would be the file name for key number 10104.)
<http://www.oregon.gov/ODOT/Engineering/Documents/TrafficStandards/Lighting-Policy-Guidelines.pdf>

The following clarifications or exceptions or both to the above reference documents apply to Consultant-prepared as-constructed plans:

- For all traffic and ODOT bridge plans, Consultant shall prepare as-constructed Mylars.
- As-constructed plans must be reviewed and approved by the POR prior to submittal to ODOT.
- The submittal and distribution requirements are specified in the “Deliverables” section of this task.
- Following submittal to ODOT, the APM will coordinate any needed reviews by the ODOT Tech Center for projects on or connected to ODOT facilities.
- For LPA bridges, Consultant shall prepare as-constructed 11x17 pdf electronic drawings, Mylar drawings are not required.

Deliverables and Schedule:

In addition to the deliverables listed below, Consultant shall submit paper format of as-constructed mark-ups to APM (if requested) for Tech Center reviews when projects are on or connected to ODOT facilities.

1. Bridge Plans (required for all ODOT and LPA Projects with bridges):

Consultant shall submit as-constructed plans within 90 calendar days of issuance of Second Notification as follows:

- Electronic files package: MicroStation file and PDF file output that shows all red-line as-constructed markups of plan sheets (and additional files listed below, if applicable to the Project)
 - Follow the file naming convention required in the Bridge Design and Drafting Manual (linked above).
 - In the “AsConstructedPlans” folder on the ODOT FTP directory (available at the following link): <ftp://ftp.odot.state.or.us/AsConstructedPlans/>, create a subfolder under the “Bridge” folder using the ODOT key number for the subfolder name.
 - Place the MicroStation and PDF files in the key number folder.
 - Also place copies in same FTP folder of the following reports/records prepared/submitted in earlier phases:
 - Copy of Final Foundation report.
 - Copy of Pile Records. (If applicable).
 - Copy of Final Hydraulic Reports (scour analysis report included in this report)
 - Send email notification to APM, LAPM (if applicable) and to ODOTBridgeEngineeringSection@odot.state.or.us after placing files on FTP site (include link to applicable FTP subfolder in email).
- Mylar plan sheets: (size according to the Bridge Design and Drafting Manual) stamped and signed as-constructed markups. Submit 1 set to ODOT Bridge Section (4040 Fairview Industrial Drive SE MS#4; Salem, OR 97302-1142). PDF plan sheets: (11 inch x 17 inch size) stamped and signed as-constructed markups. Send email notification to APM (and LAPM if applicable) and submit signed, final copy containing final construction notes in electronic PDF format to: ODOTBridgeEngineeringSection@odot.state.or.us

2. Roadway Plans

Consultant shall submit stamped and signed as-constructed plans within 30 calendar days of issuance of Third Notification as follows:

- Electronic PDF file that includes all roadway plan sheets showing red-line as-constructed markups
 - Use file naming convention as shown in [Contract Plans Development Guide, Vol 1](#).
 - In the “AsConstructedPlans” folder on the ODOT FTP directory <ftp://ftp.odot.state.or.us/AsConstructedPlans/> create a subfolder under the “Roadway” folder using the ODOT key number for the subfolder name. Place the PDF file in the key number folder.
 - Send email notification to APM (and LAPM if applicable) and to mapsandplans@odot.state.or.us after placing files on FTP site (include link to applicable FTP subfolder in email).

3. Traffic Plans (Traffic Signal, Traffic Sign, or Illumination)

Consultant shall submit stamped and signed as-constructed Traffic Plans (i.e. traffic signal, traffic sign, or illumination plans) within 30 calendar days of issuance of Third Notification as follows:

- Electronic files package: MicroStation file and PDF file output that shows all red-line as-constructed markups of plan sheets (also submit MicroStation file if Project is on or connected to an ODOT facility)
 - Use file naming convention as shown in the applicable manuals referenced above.
 - In the “AsConstructedPlans” folder on the ODOT FTP directory (available at the following link): <ftp://ftp.odot.state.or.us/AsConstructedPlans/>, create a subfolder under the “Traffic” folder and use the ODOT key number for the subfolder name. Place the MicroStation file (if applicable) and PDF file(s) in the in the key number folder.
 - Send email notification to APM, LAPM (if applicable) and to TEOS.info@odot.state.or.us after placing files on FTP site (include link to applicable FTP subfolder in email).
- Mylar plan sheets: (11 inch x 17 inch size) Submit 1 set to ODOT Traffic Section (4040 Fairview Industrial Drive SE, Salem OR 97302). This is only required if on or connected to an ODOT facility showing hand drafted as-constructed markups.

Task CE-5.3 Structure Load Rating - RESERVED

Task CE-5.4 Submittal of Final Project Documentation

Consultant shall:

- Organize and submit the final Project quality and quantity compliance documentation as detailed in the ODOT Construction Manual, Chapter 37 – Submittal of Final Project Documentation.
- Review documentation with APM.

Deliverables and Schedule:

- All final Project quality and quantity documentation, excluding documentation related to seed and plant establishment work. The original documents must be submitted to APM within 60 calendar days after substantial completion.

Task CE 5.5 ODOT Stormwater Operation and Maintenance (“O&M”) As-Constructed Package - RESERVED

E.2 PROJECT SCHEDULE

Schedule Assumptions

The Project is scheduled for a April 25, 2019 bid opening for the CC. It is anticipated that the CC will receive NTP no later than May 9, 2019. Agency shall issue the CC Notice of Award and NTP in accordance with the Specifications in Section 00130.

- All construction work, with the exception of plant establishment work is assumed to be completed by April 2020.
- The plant establishment period is assumed to be a 1–year period.
- All work for this CA/CEI SOW is to be completed within 120 calendar days of substantial completion being issued to the CC.
- Construction Contract Completion Date as specified in the Specifications in 00180.50 of the construction contract is November 15, 2019.

F. CONTINGENCY TASKS

The table below is a summary of contingency tasks that Agency, at its discretion, may authorize Consultant to produce. Details of the contingency tasks and associated deliverables are stated in the task section of this CA/CEI SOW. Consultant shall complete only the specific contingency task(s) identified and authorized via written (email acceptable) NTP issued by Agency's APM. If requested by Agency, Consultant shall submit a detailed cost estimate (within the NTE amount(s) in the Contingency Task Summary Table) for the agreed-to contingency Services within the scope of the contingency task.

If Agency chooses to authorize some or all of these tasks, Consultant shall complete the authorized tasks and deliverables per the schedule identified for each task. The NTP will include the contingency task name and number, due date for completion, and agreed-to NTE for the authorized contingency task.

Each contingency task is only billable (up to the NTE amount identified for the task) if specifically authorized per NTP. In the table below, the “NTE for Each” amount for a contingency task includes all labor, overhead, profit, and expenses for the task. The funds budgeted for contingency tasks may not be applied to non-contingency tasks without a fully executed amendment. The total amount for all contingency tasks authorized shall not exceed the maximum identified in the table below. Each authorized contingency task must be billed as a separate line item on Consultant’s invoice.

Contingency Task Summary Table

CONTINGENCY TASK DESCRIPTION	(UNIT) NTE	MAX QUAN.	METHOD OF COMP.	CONTINGENCY NTE AMOUNT
Task CE-2.9 Design Modifications	\$17,331.49	1	T&M	\$17,331.49
Task CE-4.4 Right of Way Monumentation	\$6,722.23	1	T&M	\$6,722.23
Task CE-4.5 Monumentation Survey Filing Map	\$9,588.58	1	T&M	\$9,588.58

Total NTE For All Contingency Tasks:

\$33,642.30

Summary Breakdown of Costs

EXHIBIT B.1

PA/ATA or Contract Number: ##; Amd Number: ##

WOC Number: ##; Amd Number: ##

PROJECT NAME: Gable Road Sidewalk and Bicycle Lane Improvements

Total Non-Contingency Hours	2913
Total Non-Contingency Labor Costs	\$ 310,134.16
Total Non-Contingency Direct Expenses	\$ 7,585.84
Total Non-Contingency Costs	\$ 317,720.00
Total Non-Contingency Profit	\$ 30,968.65
Total Non-Contingency Cost + Profit	\$ 348,688.65

Total Contingency Hours	258
Total Contingency Labor Costs	\$ 30,262.54
Total Contingency Direct Expenses	\$ 357.88
Total Contingency Costs	\$ 30,620.42
Total Contingency Profit	\$ 3,021.89
Total Contingency Cost + Profit	\$ 33,642.31

Breakdown of Costs - Dated: 3/20/19

Table with columns: PA/ATA or Contract Number, WOC Number, PROJECTNAME, % of budget in Current Year, % of budget in CY+1, % of budget in CY+2, % of budget in CY+3, Weighted Escalation Factor.

These values will be zero if a firm uses 0.40% Negotiated Billing Rates (NBRs); otherwise, use applicable Overhead, FCCM, and escalation at 3.5%.

TO ADD SUBS: "Unhide" columns between AU and GK. "Hide"

Yellow cells are for data entry. For detailed instructions click on "Instructions" tab.

Green cells have formulas. Entry in orange cells is only for firms with NBRs.

David Evans and Associates, Inc.

Certification: Not Certified

DATA ENTRY SECTION

CALCULATION SECTION

GRAND TOTAL CALCULATION SECTION

NOTE: As of 2/16/18, cells with formulas are locked to prevent overwriting formulas. Use "Unhide" and "Hide" to add or remove tasks, subtasks or subcontractors. If necessary, additional rows & columns can be inserted by turning off protection. If additional rows or columns are needed for to report other issues, contact km.c.nice@odot.state.or.us

Job Classifications (Provide names if requested and for Key Persons)

Main cost breakdown table with columns for Task #, Description, and various cost categories. Includes sub-sections for 'CONSTRUCTION CONTRACT ADMINISTRATION/CONSTRUCTION ENGINEERING AND INSPECTION (CA/CEI)', 'CONSTRUCTION, ENVIRONMENTAL COMPLIANCE AND WORK ZONE MONITORING AND INSPECTION', and 'CONTINGENCY TASKS/DELIVERABLES'.

TO ADD CONTINGENCY TASKS: "Unhide" rows 212-335. Use "Hide" to remove view of unneeded contingency tasks or subtasks.

Consulting Firm: David Evans and Associates, Inc.

Complete a separate Expense Detail sheet for Prime and each subconsultant, as needed. Totals must be manually entered into the BOC worksheet.

Task #	Description	Basis of Estimate	Amount
NON-CONTINGENCY TASKS/DELIVERABLES		determined. If using any second or lower tier subs, identify name, Tax ID No., DBE status, and dollar amount for each. If firm is using their Social Security Number, just enter "SSN" and do not enter the actual number.	
CE-2	CONSTRUCTION CONTRACT ADMINISTRATION/CONSTRUCTION ENGINEERING and INSPECTION (CA/CEI)		\$ 755.16
CE-2.1	Mileage	62 miles RT from Salem to St. Helens @ \$0.58/mile	\$ 35.96
CE-2.1	Mileage	62 miles RT from Portland to St. Helens @ \$0.58/mile	\$ 35.96
CE-2.6	Mileage	62 miles RT from Portland to St. Helens @ \$0.58/mile, 18 trips	\$ 647.28
CE-2.6	Mileage	62 miles RT from Salem to St. Helens @ \$0.58/mile	\$ 35.96
CE-3	CONSTRUCTION, ENVIRONMENTAL COMPLIANCE AND WORK ZONE MONITORING AND INSPECTION		\$ 6,113.20
CE-3.2	Mileage	62 miles RT from Portland to St. Helens @ \$0.58/mile, 165 trips	\$ 5,933.40
CE-3.3	Mileage	62 miles RT from Salem to St. Helens @ \$0.58/mile, 4 trips	\$ 143.84
CE-3.4	Mileage	62 miles RT from Portland to St. Helens @ \$0.58/mile	\$ 35.96
CE-4	CONSTRUCTION SURVEYING		\$ 609.60
CE-4.1	Mileage	62 miles RT from Portland to St. Helens @ \$0.58/mile, 5 trips	\$ 179.80
CE-4.3	Mileage	62 miles RT from Portland to St. Helens @ \$0.58/mile, 5 trips	\$ 179.80
CE-4.3	Record Survey	Filing Fee	\$ 250.00
CE-5	PROJECT CLOSE-OUT		\$ 107.88
CE-5.1	Mileage	62 miles RT from Portland to St. Helens @ \$0.58/mile, 2 trips	\$ 71.92
CE-5.4	Mileage	62 miles RT from Portland to St. Helens @ \$0.58/mile	\$ 35.96
TOTAL Non-Contingency			\$ 7,585.84
CONTINGENCY TASKS/DELIVERABLES		Include enough detail for the reader to understand how the estimate was determined.	
CE-2	CONSTRUCTION CONTRACT ADMINISTRATION/CONSTRUCTION ENGINEERING and INSPECTION (CA/CEI)		\$ -
CE-4	CONSTRUCTION SURVEYING		\$ 357.88
CE-4.4	Mileage	62 miles RT from Portland to St. Helens @ \$0.58/mile, 3 trips	\$ 107.88
CE-4.5	Record Survey	Filing Fee	\$ 250.00
TOTAL Contingency			\$ 357.88
TOTAL Non-Contingency + Contingency			\$ 7,943.72

Consulting Firm:

Complete a separate Expense Detail sheet for Prime and each subconsultant, as needed. Totals must be manually entered into the BOC worksheet.

Task #	Description	Basis of Estimate	Amount
NON-CONTINGENCY TASKS/DELIVERABLES		determined. If using any second or lower tier subs, identify name, Tax ID No., DBE status, and dollar amount for each. If firm is using their Social Security Number, just enter "SSN" and do not enter the actual number.	
X	Sample Task for Instructional Purposes Only		\$ 1,433.91
X	Lodging	2 nights @ \$81 per night (Bend, OR) for 2 people	\$ 324.00
X	Per Diem	3 days @ \$44 per day (Bend, OR) for 2 people	\$ 264.00
X	Mileage	382 miles roundtrip from Roseburg to Bend @ 50.5 cents per mile	\$ 192.91
X	Video Camera	2 days @ \$20 per day (per Price Agreement)	\$ 40.00
X	Flagging	Darrell's Flagging Service; non-DBE (FEIN: 1-94136688)	\$ 613.00
1	[Task Name]		\$ -
2	[Task Name]		\$ -
3	[Task Name]		\$ -
4	[Task Name]		\$ -
TOTAL Non-Contingency			
CONTINGENCY TASKS/DELIVERABLES		Include enough detail for the reader to understand how the estimate was determined.	
C.1	[Contingency Task Name]		\$ -
C.2	[Contingency Task Name]		\$ -

TOTAL Contingency

TOTAL Non-Contingency + Contingency

Consulting Firm:

Complete a separate Expense Detail sheet for Prime and each subconsultant, as needed. Totals must be manually entered into the BOC worksheet.

Task #	Description	Basis of Estimate	Amount
NON-CONTINGENCY TASKS/DELIVERABLES		determined. If using any second or lower tier subs, identify name, Tax ID No., DBE status, and dollar amount for each. If firm is using their Social Security Number, just enter "SSN" and do not enter the actual number.	
X	<i>Sample Task for Instructional Purposes Only</i>		\$ 1,433.91
X	Lodging	2 nights @ \$81 per night (Bend, OR) for 2 people	\$ 324.00
X	Per Diem	3 days @ \$44 per day (Bend, OR) for 2 people	\$ 264.00
X	Mileage	382 miles roundtrip from Roseburg to Bend @ 50.5 cents per mile	\$ 192.91
X	Video Camera	2 days @ \$20 per day (per Price Agreement)	\$ 40.00
X	Flagging	Darrell's Flagging Service; non-DBE (FEIN: 1-94136688)	\$ 613.00
1	[Task Name]		\$ -
2	[Task Name]		\$ -
3	[Task Name]		\$ -
4	[Task Name]		\$ -
TOTAL Non-Contingency			

CONTINGENCY TASKS/DELIVERABLES		Include enough detail for the reader to understand how the estimate was determined.	
C.1	[Contingency Task Name]		\$ -
C.2	[Contingency Task Name]		\$ -

TOTAL Contingency

TOTAL Non-Contingency + Contingency

Go to BOC

1. Contract Numbers and Project Name
Info comes from Project Specific Contract or Work Order Contract.

9. Enter Date of Final BOC
After negotiations are complete, enter date of final agreed to BOC.

10. Multipliers for Escalation
If current phase of contract covers multiple years, enter the estimated percentage of work to be completed for each year.

11. Multipliers for NBR
For Primes or subconsultants using Negotiated Billing Rates, enter zero for ALL the multipliers.

12. Multipliers for Escalated Billing Rates
Obtain current Overhead and FCCM rates from ODOT Procurement Office. Overhead and FCCM rates are specific to the Prime or sub.

13. Profit for Escalated Billing Rates
ODOT negotiates profit rate with the Prime Consultant. The same profit rate is applied to Prime and all subconsultants under the contract.

16. Total Profit
The total estimated profit can be used as the basis for negotiating the fee on Cost Plus Fixed Fee contracts.

17. Total Cost + Profit
The total estimated cost + profit is the basis for the contract's Not To Exceed amount for Time & Materials contracts and Fixed Fee contracts.

Breakdown of Costs - Dated: [enter date of final]

PA/ATA or Contract Num: #####	% of budget in Current Year (CY)	20.00% Accepted Overhead	15000%
WOC Num: ##	% of budget in CY+1	60.00% FCCM	030%
PROJECT NAME: [Enter Project Name]	% of budget in CY+2	20.00% Negotiated Profit	900%
	% of budget in CY+3	0.00% Annual Escalation Rate	350%

Yellow cells are for data entry.
Green cells have formulas.
Entry in orange cells is only for firms with NBRs.

3. Direct Salary Rate for Current Year
Direct rates must not exceed the maximum direct rates on Consultant's approved Escalated Salary Rate Schedule. If Consultant uses Negotiated Billing Rates, enter zero.

5. Annualized Direct Salary Rate for enter Negotiated Billing Rate (NBR)
Calculates the direct salary rates with escalation for multi-year contracts. If Consultant uses Negotiated Billing Rates, manually enter the negotiated billing rate in orange highlighted cells.

5. Task Numbers and Names
Info comes from the negotiated Statement of Work.

6. Level of Effort
Enter estimated number of labor hours for each Job Classification for each subtask (yellow cells). The task totals will calculate automatically (green cells).

7. Contingency Tasks/Deliverables
Estimated costs for Contingency Tasks must be separate from estimated costs for Non-contingency tasks (also called Required

8. Deleting rows and columns on spreadsheet
Recommend hiding rows and columns that are not needed instead of deleting. If deleting rows/columns, make sure applicable subtotals and totals still calculate correctly.

[Enter Prime Consultants Name]											18. Tax ID No.	Certification: Not Certified						
Job Classification (Individual)	Job Classification (Individual)	Job Classification (Individual)	Job Class (Ind)	Job Class (Ind)	Job Class (Ind)	Job Class (Ind)	Job Class (Ind)	Job Class (Ind)	Job Class (Ind)	Job Class (Ind)	Hour	Escalated Direct Labor or NBR \$	Overhead	FCCM	Direct Expenses	Total Cost	Fee	
													15000%	030%			900%	
1	TASK 1 NAME		40	0	0	0	0	0	0	0	0	40	\$ 4,141	\$ 6,211	\$ 12	\$ 100	\$ 10,465	\$ 992
11	Subtask name		0									0	\$ 1,035	\$ 1,553	\$ 3	\$ 100	\$ 2,691	\$ 238
12	Subtask name		0									0	\$ 1,035	\$ 1,553	\$ 3	\$ 100	\$ 2,691	\$ 238
13	Subtask name		0									0	\$ 1,035	\$ 1,553	\$ 3	\$ 100	\$ 2,691	\$ 238
14	Subtask name		0									0	\$ 1,035	\$ 1,553	\$ 3	\$ 100	\$ 2,691	\$ 238
2	TASK 2 NAME		0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Subtask name		0									0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Subtask name		0									0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	Subtask name		0									0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	Subtask name		0									0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL Non-Contingency		40	0	0	0	0	0	0	0	0	40	\$ 4,141	\$ 6,211	\$ 12	\$ 100	\$ 10,465	\$ 992
C1	CONTINGENCY TASK NAME 1		10	0	0	0	0	0	0	0	0	10	\$ 10,352	\$ 15,529	\$ 31	\$ 100	\$ 26,012	\$ 2,329
C11	Subtask name		10									10	\$ 10,352	\$ 15,529	\$ 31	\$ 100	\$ 26,012	\$ 2,329
C12	Subtask name		0									0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C13	Subtask name		0									0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C14	Subtask name		0									0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL Contingency		10	0	0	0	0	0	0	0	0	10	\$ 10,352	\$ 15,529	\$ 31	\$ 100	\$ 26,012	\$ 2,329

GRAND TOTAL CALCULATION SECTION										
Task	Escalated Direct Labor or NBR \$	Overhead	FCCM	Direct Expenses	Total Cost	Fee	Cost+Profit	% of Total Non-Contingency Labor Costs		
1	\$ 4,141	\$ 6,211	\$ 12	\$ 100	\$ 10,465	\$ 992	\$ 11,397	100%		
11	\$ 1,035	\$ 1,553	\$ 3	\$ 100	\$ 2,691	\$ 238	\$ 2,924	25%		
12	\$ 1,035	\$ 1,553	\$ 3	\$ 100	\$ 2,691	\$ 238	\$ 2,924	25%		
13	\$ 1,035	\$ 1,553	\$ 3	\$ 100	\$ 2,691	\$ 238	\$ 2,924	25%		
14	\$ 1,035	\$ 1,553	\$ 3	\$ 100	\$ 2,691	\$ 238	\$ 2,924	25%		
2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		
21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		
22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		
23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		
24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		
TOTAL Non-Contingency	\$ 4,141	\$ 6,211	\$ 12	\$ 100	\$ 10,465	\$ 992	\$ 11,397			
C1	\$ 10,352	\$ 15,529	\$ 31	\$ 100	\$ 26,012	\$ 2,329	\$ 28,341			
C11	\$ 10,352	\$ 15,529	\$ 31	\$ 100	\$ 26,012	\$ 2,329	\$ 28,341			
C12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
C13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
C14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
TOTAL Contingency	\$ 10,352	\$ 15,529	\$ 31	\$ 100	\$ 26,012	\$ 2,329	\$ 28,341			
TOTAL	\$ 14,493	\$ 21,740	\$ 43	\$ 200	\$ 36,477	\$ 3,266	\$ 39,743			

NOTE: As of 2/16/18, macro buttons have been removed and cells with formulas are protected and cannot be edited.

Additional information regarding BOC is available at the link below:
[BOC Requirements](#)

CONSTRUCTION CONTRACT (ORS 279C)
BY AND BETWEEN
COLUMBIA COUNTY AND TFT CONSTRUCTION, INC

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "Owner" or "County", and TFT Construction, Inc., hereinafter referred to as "Contractor" for the construction of the Gable Road Sidewalk and Bike Lane Improvement Project.

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned for and in consideration of the mutual promises hereinafter stated as follows:

1. Effective Date/Completion Date. This Agreement will be effective when it has been executed by both Owner and Contractor. However, Contractor shall not commence work on the project until Contractor has received a notice to proceed from the County. The completion date for this Agreement shall be November 15, 2019.
2. Project Funding. Work under this Agreement will be funded in part with grant funds from Oregon Department of Transportation Grant Agreement No. 30927, which is attached hereto as Exhibit C and incorporated herein by this reference. Contractor shall comply with grant requirements set forth in Exhibit C and shall include the grant requirements in all subcontracts.
3. Exhibits. The following exhibits are attached hereto and are incorporated herein by this reference:
 - Exhibit A- Invitation to Bid (ITB), including its exhibits (except Exhibits 3 and 4) and addenda
 - Exhibit B- Contractor's Bid, dated April 30, 2019, as amended by Contractor's Bid, dated May 15, 2019
 - Exhibit C- Grant Agreement No. 30927

Together with this construction contract, the foregoing documents constitute the Contract Documents.

4. Contractor's Services. Contractor agrees to provide the services described in the ITB (Exhibit A) and as proposed in Contractor's Bid (Exhibit B). Contractor shall also comply with the Oregon prevailing wage rates, as described in Exhibit 1 of the ITB. Furthermore, all work under this Agreement is subject to the terms and conditions of Grant Agreement No. 30927 (Exhibit C).
5. Controlling Documents. The Contract Documents shall be read to give effect to all terms. In the event of conflict between or among the terms of the Contract Documents, the conflict shall be resolved as follows:
 - A. The applicable provisions of the U.S. Constitution, U.S. Code, Code of Federal Regulations, Oregon Constitution, Oregon Revised Statutes and Oregon Administrative Rules (listed in highest priority to lowest) supersede any conflicting provision or provisions of this Agreement and its Exhibits.
 - B. If this Agreement and/or any of its exhibits conflict with the applicable provisions

of Grant Agreement (Exhibit C), the conflict shall be resolved by full compliance with the Grant Agreement including any amendments thereto. In such case, Owner and Contractor shall negotiate for an amendment to the provision or provisions of this Agreement that conflict(s) with the Grant Agreement, as amended, such amendment to be in writing and signed by Owner and Contractor.

C. If there is a conflict between or among this Agreement, the ITB (Exhibit A), and/or Contractor's Proposal (Exhibit B), this Agreement shall control, followed by the ITB (Exhibit A) and Contractor's Proposal (Exhibit B) in that order.

6. Consideration. Owner shall pay Contractor a fee for service in the amount of \$2,528,623.10, said amount to be the complete compensation to Contractor for the services performed under this Agreement. Unless otherwise state herein or agreed to in writing by the parties, payment shall be made upon completion of the project. This Agreement is subject to the appropriation of funds by Owner, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by Owner for the payment of consideration required to be paid under this Agreement, Owner may terminate this Agreement in whole or in part without penalty in accordance with Section 26 of this Agreement.

7. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY

Tristan Wood, Assistant Director
Columbia Count Public Works
1054 Oregon Street
St. Helens, OR 97051
(503) 397-5090

FOR CONTRACTOR

Thomas Fischer, President
TFT Construction, Inc.
53990 West Lane Road
Scappoose, OR 97056
(503) 543-7979

All correspondence shall be sent to the above addressees when written notification is necessary. The Contractor understands and agrees that only the Owner's Contract Representative is authorized to give Contractor work authorizations, issue written approvals and notices to proceed. If any work is done by Contractor without prior written authorization by the Owner's Contract Representative, the Owner will not be obligated to pay for such work. Contract representatives can be changed by providing written notice to the other party at the address listed.

8. Permits; Licenses; Bonds; Qualifications. Unless otherwise specified, Contractor shall procure all permits, licenses and bonds, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work. Contractor, by entering into this Agreement represents, that all personnel assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the state of Oregon, are so registered, licensed or bonded.

9. Compliance with Codes and Standards. Contractor shall at all times observe and comply with all federal and state laws, administrative rules and regulations issued thereunder, and with all applicable ordinances, and building, health and sanitation laws and codes. Contractor shall engage in no activity which creates an actual conflict of

interest or violates the Code of Ethics as provided by ORS Chapter 244.

10. Reports. Contractor shall provide Owner's Contract Representative with periodic reports about the progress of the project as requested by Owner.
11. Ownership of Documents. Owner will own the documents and data prepared and/or compiled by Contractor pursuant to this agreement, including working papers, drawings, and other material necessary for complete understanding of the plans. Contractor hereby conveys, transfers, and grants to Owner all copyrights and rights of reproduction to all such documents. Owner agrees not to assign or transfer the drawings which would duplicate the work product represented in the drawings at another location without the written consent of the Contractor. Contractor shall retain the right to reproduce the documents for purposes related to this project, for Contractor's archival records, and for marketing purposes. Within 90 days of the completion of the project, the Contractor will provide to the Owner one reproducible set of as-built drawings based on mark-ups by the Contractor, which are reviewed for general conformance by the Contractor and appropriate consultants. In addition, Contractor will provide to the Owner digital copies of AutoCAD formatted construction documents and MS Word formatted specifications in CD-ROM format. Within 90 days after the completion date of this Agreement, the Contractor shall provide to the County one reproducible set of as-built drawings which are checked and certified by the Contractor and appropriate consultants. In addition, Contractor will provide County with digital copies of AutoCAD formatted construction documents and MS Word formatted specifications in CD-ROM format."
12. Guarantee. Contractor guarantees all work under this Agreement against all defects in materials and workmanship. This guarantee shall extend from the date of completion by the Owner for the period of a minimum of one year, or longer, if so specified in the Contract Documents. Contractor shall promptly make all necessary repairs or replacements to correct any defects in workmanship or materials for which notice in writing has been sent to the Contractor from the Owner's Contract Representative within the guarantee period. In the event Contractor fails to take any action to correct conditions covered by this guarantee promptly after notice of such condition, Owner may do so, and Contractor and its surety shall be liable for the cost thereof. Normal wear and tear and the results of accidents not chargeable to Contractor or its agents are excepted from the above requirements.
13. Qualified Work. By signing this Agreement, Contractor represents that all personnel assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed or bonded.
14. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of Owner for any purpose whatsoever. Owner does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. Owner shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - A. Contractor will be solely responsible for payment of any Federal or State taxes

required as a result of this Agreement.

- B. This Agreement is not intended to entitle Contractor to any benefits generally granted to Owner's employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
- C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for itself as a sole proprietor under ORS 656.128.

15. Statutory Provisions. Pursuant to the requirements of ORS 279C.500 through 279C.530 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279C.505 (1)(a)]
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279C.505 (1)(b)]
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279C.505 (1)(c)]
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [ORS 279C.505 (1)(d)]
- (5) Demonstrate that an employee drug testing program is in place. [ORS 279C.505 (2)]

B. If Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to Contractor or a subcontractor in connection with this Agreement as the claim becomes due, the proper officer that represents County may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this Agreement. The County reserves the right to make payments directly or by multiple-payee check payments. Upon County's request, Contractor shall furnish to County the information required to facilitate such payments with each application for payment, including (1) names,

addresses, and telephone numbers of persons making any such claim for labor, equipment, services or material, and (2) a complete listing of outstanding amounts owed to all such persons. [ORS 279C.515 (1)]

- C. If Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived. [ORS 279C.515 (2)]
- D. If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with this Agreement, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. [ORS 279C.515 (3)]
- E. The County paying a claim in the manner authorized in this paragraph shall not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim.
- F. Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, Contractor shall pay the employee at least time and a half pay for:
 - (1) All overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or [ORS 279C.520 (1)(a)(A)(i)]
 - (2) All overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and [ORS 279C.520 (1)(a)(A)(ii)]
 - (3) All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540. [ORS 279C.520 (1)(a)(B)]

Contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause. [ORS 279C.520 (1)(b)]

Contractor may not prohibit any of contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person. [ORS 279C.520 (1)(c)]

Contractor and any employer under this Agreement shall give notice in writing to

employees who work on this Agreement, either at the time of hire or before work begins on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week, that Contractor may require the employees to work, along with the prevailing wage rate information and any fringe benefit information. If Contractor fails to give written notice of the workers' schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended to be permanent and is not designed to evade the Prevailing Wage Rate overtime requirement. {ORS 279C.520 (2)}

- G. When Contractor or subcontractor provides for or contributes to a health and welfare plan or a pension plan, or both, for contractor or subcontractor's employees who are working under this Agreement, Contractor shall post a notice describing the plan and containing information on how and where to make claims and where to make further information. The notice must be posted in a conspicuous and accessible place at the work site, preferably in the same location as the prevailing wage rates. [ORS 279C.840 (5)]
- H. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279C.530 (1)]
- I. All subject employers working under this Agreement, including Contractor, shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers that are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. [ORS 279C.530 (2)]
- J. Any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the Contractor within 90 days from the completion of the contract, providing the Contractor has:
 - (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work.
 - (2) Maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed. [ORS 279C.545]
- K. Contractor must include in each subcontract for property or services Contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:
 - (1) A payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within 10 days out of amounts Owner pays to the Contractor under this

Agreement; and [ORS 279C.580 (3)(a)]

- (2) A clause that requires Contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Contractor. [ORS 279C.580 (3)(b)]
 - (3) A clause that requires Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if Contractor notifies the subcontractor in writing at least 45 days before the date on which Contractor makes the change; and includes with the written notice a copy of the new or changed form or a description of the new or changed procedure. [ORS 279C.580 (3)(c)]
 - (4) An interest penalty clause that obligates the Contractor, if the contractor does not pay the first-tier subcontractor within 30 days after receiving payment from Owner, to pay to the first-tier subcontractor an interest penalty on amounts due in each payment Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (1) of this subsection. Contractor or any first-tier subcontractor is not obligated to pay an interest penalty if the only reason that Contractor or the first-tier subcontractor did not make payment when payment was due is that Contractor or first-tier subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty: [ORS 279C.580 (3)(d)]
 - (a) Applies to the period that begins on the day after the required payment date and that ends on the date on which payment of the amount due is paid; and [ORS 279C.580 (3)(d)(A)]
 - (b) Is computed at the rate specified in ORS 279C.515(2). [ORS 279C.580 (3)(d)(B)]
- L. Contractor, in each of Contractor's subcontracts, shall require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection (K) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier. [ORS 279C.580 (4)]
- M. The provisions of this Section are not intended to impair the right of Contractor or a subcontractor at any tier to negotiate, and to include in the subcontract, provisions as allowed by ORS 279C.580(5). Such clauses and provisions are subject to the provisions of ORS 279C.580(6) through (10). [ORS 279C.580 (5)]
- N. Persons claiming to have supplied labor or materials for the performance of the work provided for in this Agreement, including any person having a direct contractual relationship with Contractor or direct contractual relationship with any subcontractor, or an assignee of such person, or a person claiming moneys due the State Accident Insurance Fund Corporation, the Unemployment

Compensation Trust Fund or the Department of Revenue in connection with the performance of this Agreement, has a right of action on Contractor's payment bond as provided for in ORS 279C.380 and 279C.400 only if:

- (1) The person or the assignee of the person has not been paid in full; and
 - (2) The person gives written notice of claim, as prescribed in ORS 279C.605, to the Contractor and Owner. [ORS 279C.600 (1)]
- O. Prevailing Wage Requirements. Exhibit A to this Agreement includes the existing prevailing rate of wage that must be paid to workers in each trade or occupation required for the Project employed in the performance of this Agreement either by the Contractor or any subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by this Agreement. All workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. [ORS 279C.830 (1)] Contractor and any subcontractor engaged on a project under this Agreement shall keep the prevailing rates of wage posted in a conspicuous and accessible place in or about the project. [ORS 279C.840 (4)]
- P. This Agreement 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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- Q. Contractor shall salvage or recycle construction and demolition debris, if feasible and cost effective. [ORS 279C.510 (1)]
- R. Contractor Shall salvage or recycle construction and demolition debris, if feasible and cost effective. [ORS 279C.510 (1)]
16. Construction Contractor's Board/Public Works Bond.
- A. Contractor and all subcontractors must be registered with the Oregon Construction Contractor's Board (CCB). Contractor shall provide Owner with evidence that all persons on the job as subcontractors are in fact independent contractors registered with the Construction Contractor's Board. Contractor and subcontractors shall remain eligible to receive public works contracts under 279C.860 at all times during the term of this Contract.
 - B. Contractor must have filed with the Construction Contractors Board a public works bond in the amount of \$30,000, with a corporate surety authorized to do business in this state, before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8), or (9). The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under this section, unless the surety sooner cancels the bond. Contractor shall require in every subcontract that the subcontractor have a public works bond filed with the Construction Contractors Board before starting on the project, unless exempt under ORS 279C.836 (4), (7), (8), or (9), and verify compliance before permitting

a subcontractor to start work on this Agreement. [ORS 279C.830(2) and ORS 279C.836 (1)]

17. Subcontracts and other Agreements.

- A. Subcontractor List. Before commencing work, Contractor shall provide to Owner a list of all subcontractors and suppliers to be involved on the Project. The receipt of such list shall not require the Owner to investigate the qualifications of proposed subcontractors and suppliers, nor shall it waive the right of the Owner to later object to or reject any proposed subcontractor or supplier. It shall be the responsibility of the Contractor to assure that all subcontractors are duly registered with the Oregon State Construction Contractors Board and have not been declared ineligible to work on a public contract.
- B. Removal and Substitution. Owner shall have the ability to require removal and substitution of any subcontractor or supplier prior to commencement of the Work. Owner further reserves the right during the Project to reasonably require removal from the Project of any of Contractor's employees, agents, subcontractors or suppliers for good cause, and to require a substitution that meets Owner's approval, which approval shall not be unreasonably withheld.
- C. Responsibility; Assignment. The Contractor shall be responsible for all the acts and omissions of subcontractors and suppliers and their employees and agents. Contractor's subcontracts and supply contracts shall require the subcontractor and/or supplier, to the extent of the Work to be performed by the subcontractor or supplier, to be bound to Contractor by the terms of the Contract Documents and to assume toward Contractor all of the obligations which Contractor, by the Contract Documents, assumes toward Owner. Contractor's subcontracts and supply contracts shall include a provision whereby the subcontractor and/or supplier consents to the assignment of the subcontract/supply contract to Owner contingent upon Contractor's default of Agreement.
- D. Contractor's Obligations under Subcontracts.
 - 1. No use of a subcontractor shall relieve the Contractor of any of its obligations or liabilities under the Agreement. The Contractor shall be fully responsible and liable for the acts or omissions of all subcontractors and suppliers including persons directly or indirectly employed by them. The Contractor shall have sole responsibility for managing and coordinating the operations of its subcontractors and suppliers, including the settlement of disputes with or between the Contractor and any such subcontractor.
 - 2. The Contractor shall include in each subcontract and require each subcontractor to include in any lower tier subcontract, any provisions necessary to make all of the provisions of this Agreement fully effective as applied to subcontractors. The Contractor shall provide all necessary Plans, Specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

18. Accounting/Records/Audit.

- A. The Contractor shall keep full and detailed accounts and exercise such controls

as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's Representatives, shall be afforded reasonable and regular access to the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Agreement, and the Contractor shall preserve these for a period of six years after final payment, or for such longer period as may be required by law.

- B. The Owner may, at its discretion, perform periodic audits of the Cost of the Work and any other reimbursable costs associated with the Project. The Owner intends to conduct a final audit of reimbursable costs prior to the Agreement closeout. The Contractor shall cooperate fully with the Owner in the performance of such audits.
19. Laws, Regulations, and Orders. Contractor shall, at all times during performance of this Agreement, observe and comply with all applicable federal, state, and local laws, statutes, codes, regulations, rules, ordinances, orders and rulings as well as all applicable construction industry standards, including without limitation those governing labor, materials, equipment, construction procedures, safety, health, sanitation and the environment. Contractor agrees to indemnify, hold harmless, reimburse, and defend Owner from and against any penalties or liabilities arising out of violations of such obligations by Contractor or its subcontractors or suppliers at any tier. Contractor must also comply with all Oregon tax laws and shall submit a certification of such compliance in accordance with ORS 305.385(6). Contractor shall not engage in activity which creates an actual conflict of interest or violates Government Standards and Practices as provided in ORS Chapter 244.
20. Permits and Licenses. Unless otherwise specifically stated herein, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to the commencement of work hereunder.
21. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
22. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).

23. Assignment: Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the Owner. Any attempted assignment or subcontract by Contractor without the written consent of Owner shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by Owner of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and Owner.
24. Nonwaiver. The failure of the Owner to enforce any provision of this Agreement shall not constitute a waiver by the Owner of that or any other provision of the Agreement.
25. Indemnity. Contractor shall indemnify, defend, save and hold harmless County and its officers, agents and employees, the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractor of Contractor ("Claims"). It is the specific intention of the Parties that County and State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of County or State, be indemnified by the contractor and subcontractor from and against any and all claims.

Neither Contractor, subcontractor, nor any attorney engaged by Contractor or subcontractor, shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the State of Oregon, or that Contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Contractor if the State of Oregon elects to assume its own defense.

26. Insurance. For the duration of the Contract, Contractor shall, at its own expense, purchase and maintain from a company or companies licensed to do business in the State of Oregon, the following insurance with limits not less than those indicated, or greater if required by law:
- A. Workers' compensation and employer's liability insurance meeting statutory limits mandated by state and federal laws. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
 - B. Commercial General Liability Insurance covering bodily injury, death, and property damage in the amount of \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). This insurance shall include personal injury liability, products and completed operations.
 - C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and

"Automobile Liability"). Automobile Liability Insurance must be in an amount of not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

- D. The Commercial General Liability Insurance and the Automobile Liability Insurance must include Columbia County, its officers, agents and employees, and ODOT, its officers, agents and employees as Additional Insureds.
 - E. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the 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 the contract, for a minimum of twenty-four (24) months following the later of: (i) the contractor's completion and County's acceptance of all services required under the contract, or (ii) the expiration of all warranty periods provided under the contract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time that "tail" coverage is reasonably available in the marketplace.
 - F. The contractor or its insurer must provide thirty (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).
 - G. Contractor shall provide certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) shall be accompanied by an Additional Insured Endorsement naming Columbia County, its officers, agents and employees and ODOT, its officers, agents and employees as additional insureds. For insurance on a "claims made" basis, the certificate(s) of insurance shall specify the extended reporting period applicable to "tail" or continuous "claims made" coverage.
 - H. The insurance requirements herein supersede those in any attached exhibit.
27. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement upon (30) days advance written notice delivered by registered or certified mail, or in person, to the Contractor. The Owner may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the Owner under the following conditions:
- A. If Contractor fails to perform the work in a manner satisfactory to Owner.
 - B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to Owner the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Contract. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by Owner not to exceed the maximum amount stated above and decreased by any additional costs incurred by Owner to correct the work performed. The rights and remedies of the Owner related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

28. Mediation. In the event of a dispute between the parties arising out of or relating to this Agreement, the parties agree to submit such dispute to a mediator agreed upon by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
29. Time of the Essence. The parties agree that time is of the essence in performance of this Agreement. Contractor shall commence work under this Agreement upon receipt of a Notice to Proceed from the Owner's Contract Representative and shall prosecute the work diligently, so as to proceed with and complete the work in this Project in a timely manner. Any failure of Contractor to perform work on time is a material breach of this Agreement.
30. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
31. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
32. Attorneys Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
33. Severability. Should any provision or portion thereof of this Agreement at any time be in conflict with any law, ruling or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than fully operative or is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and the remaining portion of that provision and all other provisions of this Agreement shall, nevertheless, remain in full force and effect.
34. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
35. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND

EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or have caused to be executed by their duly authorized officials, this Agreement between Owner and Contractor in duplicate on the respective dates indicated below.

CONTRACTOR:

By: _____

Name: _____

Date: _____

Approved as to form

By: _____
Office of County Counsel

OWNER:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Henry Heimuller, Chair

By: _____
Margaret Magruder, Commissioner

By: _____
Alex Tardif, Commissioner

Date: _____



CLATSOP COUNTY, OREGON

800 Exchange Street, Suite 410

Astoria, OR 97103

An Equal Opportunity Employer

Contract No. C80-2019

PUBLIC HEALTH CAPACITY BUILDING COLLABORATION AGREEMENT

This Agreement is made this 1st day of July 2019 between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter “**Clatsop**”, the **Columbia County** a Political Subdivision of the State of Oregon hereinafter “**Columbia**”, and **Tillamook County**, a political subdivision of the State of Oregon, hereinafter “**Tillamook**”.

Recitals

The parties jointly received an extension of \$12,500 from the State of Oregon to continue to develop a regional approach and partnerships to reduce the spread of sexually transmitted disease and sexually transmitted infections hereinafter referred to “STI”. The parties want Clatsop to be the fiscal agent for the project. Clatsop will receive the state grant and allocate funds in roughly proportional amounts between the three parties in accord with the work plan to be developed by a project team consisting of the Public Health Directors/Administrators of each party.

NOW THEREFORE, the parties agree as follows:

1. Term. This agreement shall be from July 1, 2019 to September 20, 2019. It may be terminated on written notice from one party to the other if the State funding is withdrawn.

2. Services and Payment. Clatsop will distribute State funding to the parties based on staff time involved. All parties agree to spend the funding in accordance with the project budget created by the parties as shown in Attachments A and B herein with distribution to be allocated in accord with the programs developed by the project team. Clatsop is entitled to pay itself from the State funding distribution for the staff time involved in administering the grant program. Each party will complete the projects allocated to it by the project team in a professional and timely manner. Columbia and Tillamook will submit invoices on a monthly basis to Clatsop. Payment will be issued within 15 days of receipt of invoice. Invoices shall be sent to Clatsop County Public Health.

3. Indemnity. Each party will indemnify and hold the others harmless for any claim arising out of that party’s provision of its services. Each party shall maintain liability insurance in an amount sufficient to satisfy the current Oregon Tort Claim Act limits.

4. Public Benefit. Each party represents that it will use the funds provided solely for the purposes set forth herein, and solely to provide staffing and services for the benefit of the public. Any funds not used for the purposes set forth herein, shall be returned to Clatsop for re-allocation.

Clatsop County:

Monica Steele Date
Interim County Manager

Columbia County Public Health:

Signature Date

Title

Address

City State Zip

Tillamook County:

Signature Date

Title

Address

City State Zip

Attachment A

Budget Narrative

The Track 2 funding extension will be divided equally between Clatsop County Public Health, Tillamook County Public Health and Columbia County Public Health. Clatsop County will be the fiscal agent. Both Tillamook County Public Health and Columbia County Public Health will be subcontractors to Clatsop County to perform their portions of the project. Directors of these organizations will be the lead staff in the performance of the program plan as described herein.

The funding will be utilized to pay for approximately 0.15 FTE of each lead staff's salaries and benefits to work on the project over the next 3 months.

Subcontracts between Clatsop County Public Health, Tillamook County Public Health and Columbia County Public Health will be completed in June 2019. Each organization will be accountable for completing their share of their work as will be outlined in the subcontracts.

**Attachment B
Work Plan Template**

Public Health Modernization Work Plan - Update			
Lead Fiscal Agent	Clatsop County		
Strategic Partners	Clatsop County Public Health, Tillamook County Public Health, Columbia County Public Health, Columbia-Pacific CCO		
SMART Objective	Define a regional governance structure including Tillamook, Clatsop, Columbia and Columbia Pacific CCO by Sept 30, 2019		
Target region	Oregon Coast		
Target population	All		
Activity	Timeline (start-end)	Lead staff and key associates	Outcome measure or deliverable
Convene orientation meeting	July 2019	Mike McNickle Marlene Putman Mike Paul Safina Koreishi	Update governance structure and membership

Public Health Modernization Work Plan - Update			
Lead Fiscal Agent	Clatsop County		
Strategic Partners	Clatsop County Public Health, Tillamook County Public Health, Columbia County Public Health, Columbia-Pacific CCO		
SMART Objective	Craft a unifying document that defines a regional governance approach for STI interventions between Tillamook, Clatsop, and Columbia County by May 2019.		
Target region	Oregon Coast		
Target population	NA		
Activity	Timeline (start-end)	Lead staff and key associates	Outcome measure or deliverable
Establish an updated governance structure for decision-making, resource allocation and implementation of approved work plans	Apr – May 2019	Mike McNickle Mike Paul Marlene Putman Safina Koreishi	Draft contents of a MOA/MOU between regional partners
Implement MOU	May 2019	Mike McNickle Mike Paul Marlene Putman Safina Koreishi	Finalize MOU between partners

Public Health Modernization Work Plan - Update			
Lead Fiscal Agent	Clatsop County		
Strategic Partners	Clatsop County Public Health, Tillamook County Public Health, Columbia County Public Health, Columbia-Pacific CCO		
SMART Objective	Develop a work plan addressing communicable diseases by Sept 30, 2019.		
Target region	Oregon Coast		
Target population	General population; specific to the communicable disease chosen		
Activity	Timeline (start-end)	Lead staff and key associates	Outcome measure or deliverable
Review data to identify need and identify vulnerable populations within region Discuss best practices and strategies Identify additional partners to engage Develop work plan for implementation	Jul 2019 - Sept 2019	Regional Team	Regionally prioritized communicable disease identified Work plan developed addressing communicable disease As needed, add new identified partners to MOU
OHA Reporting	Throughout grant period, TBD by OHA	Mike McNickle with support from Marlene Putman and Mike Paul	Completion of all required reports and deliverable by deadline

C81-2019

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CLATSOP COUNTY DEPARTMENT OF PUBLIC HEALTH,
COLUMBIA COUNTY PUBLIC HEALTH,
TILLAMOOK COUNTY PUBLIC HEALTH
AND
COLUMBIA-PACIFIC COORDINATED CARE ORGANIZATION**

I. Purpose of Agreement

To facilitate cooperation between Clatsop County Department of Public Health (CCDPH), Tillamook County Public Health (TCPH), Columbia County Public Health (CCPH) and the Columbia-Pacific Coordinated Care Organization (CPCCO) to develop and operationalize a HIPAA compliant system for collecting and sharing data, identifying solutions and implementing an evidenced-based intervention to reduce the prevalence and incidence of selected sexually transmitted infections (STI) throughout the northern coastal region.

II. Scope of Agreement

The scope of the agreement will cover all persons residing in Clatsop, Columbia and Tillamook County — herein noted as the Coast. The agreement will also cover all persons enrolled in the Oregon Health Plan on the Coast.

III. Rationale for Collaboration

CCDPH, TCPH, CCPH and the CPCCO will engage in identifying, tracking testing and treating person's afflicted with a sexually transmitted infection (STI) who reside in the Coast region. This effort will focus on reducing the incidence and prevalence of STIs in the population residing on the Coast. CCDPH, TCPH and CCPH have a long history of successful collaboration on several public health projects, including working together to increase capacity to implement this STI reduction program. The need to operationalize a regional response to address STI in the Coast is spurred by the increasing number of STIs in all of the counties that cannot be addressed by one public health entity alone.

Operational structure for this project will consist of administrators and/or their designees from each of the parties and representatives from all parties. The parties will collaborate on problem identification, data collection and analysis, intervention planning and implementation, patient identification, partner notification, patient testing, tracking and treatment and program efficacy. The parties will schedule and facilitate meetings monthly, or as needed. Decision making processes and resource allocation will be shared amongst the four entities on a consensus basis. Recognizing the value of consensus, the parties will work to develop positions and recommendations which are unanimously supported.

IV. Collecting and Sharing Data; HIPAA Compliance

At this time, it is unknown what information or data the parties will need to fulfill the stated Purpose since the work is being scoped and under development. However, the parties will ensure that any such data sharing will be done either with patient consent or under a valid HIPAA exception. All parties understand that they may need to execute additional Data Sharing Agreements with the other parties in order to accomplish this.

V. Terms of Agreement

This agreement becomes effective when signed by all parties. A party may terminate this agreement by providing a written, 30-day notice, to the other parties. This agreement shall be reviewed every two (2) years.

 e
Tillamook County Public Health

03//q
Date

Columbia-Pacific Coordinated Care **Organization**

Date

Columbia County Public Health

Date

Clatsop County Department of Public Health

Date



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, OR 97103
An Equal Opportunity Employer

Contract No. C82-2019

PUBLIC HEALTH CAPACITY BUILDING COLLABORATION AGREEMENT

This Agreement is made this _____ day of May, 2019 between **Clatsop County**, a Political Subdivision of the State of Oregon, hereinafter "**Clatsop**", the **Columbia County** a Political Subdivision of the State of Oregon, hereinafter "**CCPH**", and **Tillamook County**, a political subdivision of the State of Oregon, hereinafter "**Tillamook**".

Recitals

The parties jointly received a grant of \$500,000 from the State of Oregon to develop a regional approach and partnerships to reduce the spread of sexually transmitted disease and sexually transmitted infections hereinafter referred to "STD/SIP. The parties want Clatsop to be the fiscal agent for the project. Clatsop will receive the state grant and allocate funds in roughly proportional amounts between the three parties in accord with the work plan to be developed by a project team consisting of the Public Health Directors/Administrators of each party.

NOW THEREFORE, the parties agree as follows:

1. **Term.** This agreement shall be from September 1, 2019 to June 30, 2020. A party may terminate this agreement by providing a written, 30-day notice, to the other parties.

2. **Services and Payment.** Clatsop will distribute State funding to the parties based on staff time involved. All parties agree to spend the funding in accordance with the project budget created by the parties as shown in Attachments A and B herein with distribution to be allocated in accord with the programs developed by the project team. Clatsop is entitled to pay itself from the State funding distribution for the staff time involved in administering the grant program. Each party will complete the projects allocated to it by the project team in a professional and timely manner. CCPH and Tillamook will submit invoices on a monthly basis to Clatsop. Payment will be issued within 15 days of receipt of invoice. Invoices shall be sent to Clatsop County Public Health.

3. **Indemnity.** Each party will indemnify and hold the others harmless for any claim arising out of that party's provision of its services. Each party shall maintain liability insurance in an amount sufficient to satisfy the current Oregon Tort Claim Act limits.

4. Public Benefit. Each party represents that it will use the funds provided solely for the purposes set forth herein, and solely to provide staffing and services for the benefit of the public. Any funds not used for the purposes set forth herein, shall be returned to Clatsop for re-allocation.

Clatsop County:

Monica Steele Date
Interim County Manager

Columbia County Public Health:

7
Signature Date

Title _____

Address _____

City State Zip

Tillamook County:

Signature Date Putman 5-13-19

Title

Address

City State Zip

Attachment A

Budget Narrative

Funding will be divided equally between Clatsop County Public Health, Tillamook County Public Health and the Columbia County Public Health. Clatsop County will be the fiscal agent. Both Tillamook County Public Health and Columbia County Public Health will be subcontractors to Clatsop County to perform their portions of the project. Directors of these organizations will be the lead staff in the performance of the program plan as described herein.

The funding will be utilized to pay for 1.0 FTE of staff salaries and benefits to work on the project over the next 12 months. Additionally, the mandatory meetings in Portland and Sun River are paid for through the project budget. Expenses that are not outlined herein will be in-kind donations from each organization to participate in this project. Each organization will be accountable for completing their share of their work as will be outlined in the subcontracts.

Attachment B

Public Health Modernization Work Plan			
Lead Fiscal Agent	Clatsop County		
Strategic Partners	Clatsop County Public Health, Tillamook County Public Health, Columbia County, Columbia-Pacific CCO		
SMART Objective	Collaborate to reduce STI's in the region by 50% in 2 years		
Target region	Northern Coast		
Target population	NA		
Activity	Timeline (start-end)	Lead staff and key associates	Outcome measure or deliverable
Finalize MOU	May 2019	Oregon Coast Regional Team	Finalize MOU between partners
Convene orientation meeting	Sept 2019 — Oct 201	Oregon Coast Regional Team	Update governance structure and membership
Engage partners in implementation of plan	Sept 2019 — June 2020	Oregon Coast Regional Team	Regionally prioritized communicable diseases identified, tracked, tested and treated — include partners of noted cases
Provide and participate in Technical Assistance opportunities	Throughout grant period, TBD by OHA	At least 50% of project team at each meeting	Networking with cohort of modernization grantees
OHA Reporting	Throughout grant period	Oregon Coast Regional Team	Completion of all required reports and deliverable by deadline
Employ selected performance management tools	Use tool throughout grant period	Oregon Coast Regional Team	Update as necessary during project period

PUBLIC SERVICES CONTRACT
(ORS Chapter 279B)
by and between COLUMBIA COUNTY and
ENTERPRISE FLEET MANAGEMENT

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and ENTERPRISE FLEET MANAGEMENT, INC., hereinafter referred to as "Contractor".

RECITALS:

WHEREAS, on July 24, 2018, Sourcewell (formerly National Joint Powers Alliance or NJPA), a local government unit and public agency under Minnesota state law, entered into Sourcewell Contract #060618-EFM with Contractor for fleet management services, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the County may enter into a contract through an interstate cooperative procurement without competitive bidding if the original contract and its solicitation complied with ORS 279A.220; and

WHEREAS, the solicitation of Sourcewell Contract #060618 complied with the requirements in ORS 279A.220 for an interstate cooperative procurement; and

WHEREAS, utilizing Sourcewell's interstate cooperative procurement for its Contract #060618, the County desires to enter into a contract with Contractor for fleet management services, to include leasing of vehicles, maintenance of leased vehicles, maintenance management of County-owned vehicles, and sale of County-owned vehicles on consignment;

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Contract Term. This Agreement is effective on the date last signed below, and shall expire on July 24, 2022, unless sooner terminated as provided herein. Termination or expiration shall not affect County's obligation to pay all amounts due for services prior to the effective date of termination. The indemnification obligations, rights and responsibilities of the parties provided for in the Contract, including Attachments, shall survive termination or expiration.
2. Contract Documents. This Agreement and the following exhibits, which are attached hereto and incorporated herein by this reference, constitute the Contract Documents.
 - **Exhibit A** – Sourcewell Contract #060618-EFM, including:
 - Attachment 1 – RFP
 - Attachment 2 – Contractor's Proposal, which includes:
 - Form C – Exceptions to Proposal, Terms, Conditions, and Solutions Request
 - Form D – Formal Offering of Proposal
 - Form E – Contract Acceptance and Award
 - Form P – Proposer Questionnaire – Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry Specific Questions

- **Exhibit B** – Enterprise FM Trust Master Equity Lease Agreement and Addendum
- **Exhibit C** – Enterprise Fleet Management Inc. Maintenance Agreement
- **Exhibit D** – Enterprise Fleet Management Inc. Maintenance Management and Fleet Rental Agreement
- **Exhibit E** – Enterprise Consignment Agreement

Conflict between the Contract Documents shall be resolved as follows: this Agreement shall control, followed by Exhibits A, B, C, D, E and F in that order.

3. Contractor's Services. Contractor agrees to provide fleet management services under the same terms and conditions as Sourcewell Contract #060618-EFM (Exhibit A). Contractor will lease vehicles to the County as set forth in the Master Lease Agreement (Exhibit B); provide maintenance as set forth in the Maintenance Agreement (Exhibit C), provide maintenance management of County-owned vehicles as set forth in the Maintenance Management and Fleet Rental Agreement (Exhibit D), and sell the County-owned vehicles on consignment as set forth in the Consignment Agreement (Exhibit E).
4. Consideration. County shall pay Contractor on a fee-for-service basis, as set forth in the Contract Documents, said amount to be the complete compensation to Contractor for the services performed under this Agreement. These fees shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made monthly based upon invoices submitted by Contractor. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 15 of this Agreement.
5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY	FOR CONTRACTOR
LaVena Sullivan, Procurement Specialist Columbia County 230 Strand Street St. Helens, OR 97051 (503) 397-8428 lavena.sullivan@co.columbia.or.us	Ryan Alford, Account Executive Enterprise Fleet Management 20400 SW Teton Ave. Tualatin, OR 97062 503-612-8162 ryan.h.alford@efleets.com

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
7. Independent Contractor. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of

County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

- A. Except as otherwise set forth in the Master Equity Lease Agreement, Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.
8. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement to the extent applicable:
- A. Contractor shall:
 - (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]
 - (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]
 - (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]
 - B. Contractor shall promptly, as due, make payment to any person, co-partnership,

association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]

- C. When labor is provided to the County under this Agreement, Contractor shall pay employees at least time and a half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]
 - D. When labor is provided to the County under this Agreement, Contractor shall notify employees in writing, who work under this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work. [ORS 279A.235 (5)(b)]
 - E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279B.230 (2)]
 - F. This Agreement 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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
9. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
10. Tax Compliance. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
11. Nonassignment; Subcontracts. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation

without the express written permission of the County, except as provided in the Master Equity Lease Agreement.

12. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
13. Indemnity. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by negligence or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
14. Insurance. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.
15. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. Either party may terminate this Agreement for any reason (convenience) by delivering not less than ninety (90) calendar days prior written notice thereof to the other party. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
 - A. If Contractor fails to perform the work in a manner satisfactory to County.
 - B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor, which Contractor has not earned or expended through the provision of services in accordance with the Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed in accordance with the Master Equity Lease Agreement.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such

termination.

16. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
17. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
18. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
19. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
20. Attorneys' Fees. Except where indemnification applies, in the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
21. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
22. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
23. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING ALL EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE

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SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR:

OWNER:

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____

By: _____

Name: _____

Henry Heimuller, Chair

Date: _____

By: _____

Margaret Magruder, Commissioner

Approved as to form

By: _____

By: _____

Alex Tardif, Commissioner

Office of County Counsel

Date: _____