

POLK COUNTY BOARD OF COMMISSIONERS

DATE: April 12, 2023
TIME: 9:00 a.m.
PLACE: Polk County Courthouse, Dallas, Oregon

THE LOCATION OF THIS MEETING IS ADA ACCESSIBLE. PLEASE ADVISE THE BOARD OF COMMISSIONERS AT (503-623-8173), AT LEAST 24 HOURS IN ADVANCE, OF ANY SPECIAL ACCOMMODATIONS NEEDED TO ATTEND OR TO PARTICIPATE IN THE MEETING VIRTUALLY.

PAGE: **AGENDA ITEMS**

- 1. CALL TO ORDER AND NOTE OF ATTENDANCE**
- 2. ANNOUNCEMENTS**
 - (a) Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principal subjects anticipated to be considered. Pursuant to ORS 192.640, the Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00am on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.
 - (b) The Homeless Prevention Advisory Council meeting on April 12, 2023 has been canceled.
 - (c) The Polk County Board of Commissioners will be attending the Polk County Local Public Safety Coordinating Council meeting on April 10, 2023 at 12:00 p.m., located at 850 Main St., Dallas, OR 97338.
- 3. COMMENTS (for items not on this agenda)**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF THE MINUTES FROM March 29, 2023**
- 6. APPROVAL OF CONSENT CALENDAR**
- 7. LENGTH OF SERVICE AWARDS**
 - Jim Rydzewski – 15 years
 - John Frey – 10 years
 - Amanda Stephens – 10 years
 - Jesuscita Morales – 10 years

CONSENT CALENDAR

- (a) Polk County Contract No. 23-52, Riverbend Materials
(Todd Whitaker, Public Works Director)
- (b) Polk County Contract No. 23-53, Albina Asphalt
(Todd Whitaker, Public Works Director)
- (c) Polk County Contract No. 23-55. Oregon Health Authority
(Rosana Warren, Behavioral Health)
- (d) Polk County Contract No. 23-56, ODOT
(Todd Whitaker, Public Works Director)

**THE BOARD OF COMMISSIONERS WILL MEET IN EXECUTIVE SESSION
PURSUANT TO ORS 192.660.**

ADJOURNMENT

POLK COUNTY BOARD OF COMMISSIONERS
MINUTES March 29, 2023

1. CALL TO ORDER & ATTENDANCE

At 9:00 a.m., Commissioner Gordon declared the meeting of the Polk County Board of Commissioners to be in session. Commissioner Pope and Commissioner Mordhorst were present.

Staff present: Greg Hansen, Administrative Officer
Matt Hawkins, Administrative Services Director

2. ANNOUNCEMENTS

Regular meetings of the Board of Commissioners are held on Tuesday and Wednesday each week. Each meeting is held in the Courthouse Conference Room, 850 Main Street, Dallas, Oregon. Each meeting begins at 9:00 a.m. and is conducted according to a prepared agenda that lists the principle subjects anticipated to be considered. Pursuant to ORS 192.640, The Board may consider and take action on subjects that are not listed on the agenda. The Board also holds a department staff meeting at 9:00 a.m. on every Monday in the Commissioners Conference Room at 850 Main Street, Dallas, Oregon.

A public meeting of the Budget Committee for Polk County will be held in the Main Conference Room, Polk County Courthouse, 9:00 a.m., on Tuesday, April 4, 2023. The purpose of the meeting is to discuss the budget for fiscal year July 1, 2023 to June 30, 2024 and to receive the budget message and document. The public meeting will continue on Wednesday, April 5, 2023. Additional time is reserved for public comment at 10:30 a.m. Wednesday, April 5, 2023. A copy of the budget document may be inspected or obtained on or after April 1, 2023 at the Board of Commissioners' Office, Polk County Courthouse, during regular business hours. This is a public meeting where deliberation of the Budget Committee will take place. Any person may appear at the meeting and discuss the proposed budget with the Budget Committee. Please advise the Board of Commissioners (503-623-9237) at least 24 hours in advance if you need special accommodations to attend or participate in the meeting virtually.

3. COMMENTS

None.

4. APPROVAL OF AGENDA

MOTION: COMMISSIONER POPE MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE AGENDA.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

5. APPROVAL OF MINUTES OF BOARD MEETING OF March 22, 2023

MOTION: COMMISSIONER MORDHORST MOVED, COMMISSIONER POPE SECONDED, TO APPROVE THE MINUTES OF March 22, 2023.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

6. APPROVAL OF CONSENT CALENDAR

MOTION: COMMISSIONER POPE MOVED, COMMISSIONER MORDHORST SECONDED, TO APPROVE THE CONSENT CALENDAR.

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

The following items were approved by Motion under **5. APPROVAL OF CONSENT CALENDAR:**

- (a) Polk County Contract No. 23-45, Open Family Support Network
(Rosana Warren, Behavioral Health)
- (b) Polk County Contract No. 23-46, Service Agreement
(Rosana Warren, Public Health)
- (c) Polk County Contract No. 23-47, Juliette's House
(Aaron Felton, District Attorney)
- (d) Polk County Contract No. 23-48, Liberty House
(Aaron Felton, District Attorney)

There was no need for an executive session and Commissioner Gordon adjourned the meeting at 9:01 a.m.

POLK COUNTY BOARD OF COMMISSIONERS

Jeremy Gordon, Chair

Craig Pope, Commissioner

Lyle Mordhorst, Commissioner



Contract Review Sheet

Staff Contact: Todd Whitaker Department: Public Works

Title: Director Consent Calendar Date: April 5, 2023

Contractor Name: Riverbend Materials

Address: PO Box 12095

City, State, Zip: Salem, OR 97309

Effective Dates - From: 04/5/23 Thru: 04/5/24

Contract Amount: \$ \$15.40/unit (3/8 #4)

Source Selection:

- | | |
|--|--|
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Personal Services |
| <input type="checkbox"/> Competitive Quotes | <input type="checkbox"/> Special/Exempt Procurement (explain below): |
| <input checked="" type="checkbox"/> Formal Bid | _____ |
| <input type="checkbox"/> Request for Proposals | _____ |

Background/Discussion:

Entering into the agreement will allow the County to purchase chip seal aggregate.

Fiscal Impact:

The estimated fiscal impact of this contract is outlined on quote sheet from funds out of 210-8632-630.

Recommendation:

Public Works staff recommends the Board sign the Chip Seal Aggregate Contract with Riverbend Materials for the 2023 Chip Seal Project.

Copies of signed contract should be sent to the following:

Name: Heather Chase E-mail: chase.heather@co.polk.or.us

Name: _____ E-mail: _____

Name: _____ E-mail: _____

CONTRACT

THIS AGREEMENT, made and entered into in duplicate this ____ day of _____ 2023, by and between POLK COUNTY, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, herein known as "County", and the below named company, herein referred to as "Supplier" for the Project entitled **2023 Chip Seal**, Project No. 2302.

Company Name: RiverBend Materials
Address: P.O. Box 12095
Salem, OR 97309

1. **SUPPLIER'S SERVICES:** Supplier, hereby agrees to supply the following materials:

3/8" - #4 Graded Aggregate

at the unit prices shown on the attached Quote Sheet and to provide materials meeting the specifications and production schedule, and do all things in accordance with the applicable General and Special Provisions for the above named project, and in accordance with such alterations and modifications of the same as may be made by County. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Supplier. For the purposes of this Agreement, the terms Supplier and Contractor are the same.

2. **AGREEMENT DURATION:**

- a. **EFFECTIVE DATE:** This Agreement is effective when last signed by Supplier and Agency.
- b. **EXPIRATION DATE:** This Agreement will expire one year from the date last signed.

3. **LAWS AND REGULATIONS:** County and Supplier agree to comply with the Ordinances and regulations of County; applicable provisions in any contract between County and the State of Oregon relating to the services to be provided under this Agreement by the Supplier; and all provisions of Federal and State Law, rules and regulations relating to Supplier's performance of services under this agreement.

4. **HOLD HARMLESS:** Supplier shall defend, indemnify and save harmless County, its Boards of Commissioners, officers, agents, and employees from all suits, actions,

CONTRACT

THIS AGREEMENT, made and entered into in duplicate this ____ day of _____ 2023, by and between POLK COUNTY, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, herein known as "County", and the below named company, herein referred to as "Supplier" for the Project entitled **2023 Chip Seal**, Project No. 2302.

Company Name: RiverBend Materials
Address: P.O. Box 12095
Salem, OR 97309

1. **SUPPLIER'S SERVICES:** Supplier, hereby agrees to supply the following materials:

3/8" - #4 Graded Aggregate

at the unit prices shown on the attached Quote Sheet and to provide materials meeting the specifications and production schedule, and do all things in accordance with the applicable General and Special Provisions for the above named project, and in accordance with such alterations and modifications of the same as may be made by County. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Supplier. For the purposes of this Agreement, the terms Supplier and Contractor are the same.

2. **AGREEMENT DURATION:**

- a. **EFFECTIVE DATE:** This Agreement is effective when last signed by Supplier and Agency.
- b. **EXPIRATION DATE:** This Agreement will expire one year from the date last signed.

3. **LAWS AND REGULATIONS:** County and Supplier agree to comply with the Ordinances and regulations of County; applicable provisions in any contract between County and the State of Oregon relating to the services to be provided under this Agreement by the Supplier; and all provisions of Federal and State Law, rules and regulations relating to Supplier's performance of services under this agreement.

4. **HOLD HARMLESS:** Supplier shall defend, indemnify and save harmless County, its Boards of Commissioners, officers, agents, and employees from all suits, actions,

or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of Supplier, his employees; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of Supplier; or because of any claims or amounts arising or recovered under any Worker's Compensation law or any other law, ordinance, order or decree; and so much of the money due Supplier if any by virtue of this Contract as may be considered necessary by County for such purpose may be retained for the use of County; or, in case no money is due, the Supplier's surety may be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to County; except that money due Supplier will not be withheld when Supplier produces satisfactory evidence that Supplier is adequately protected by general liability and property damage insurance, and that said insurance expressly identifies County and its agents as additional insured.

5. **MONITORING:** Supplier agrees that services provided under this contract by Supplier; facilities used in conjunction with such services; Supplier's policies, procedures, performance data, financial records, and other similar documents and records of Supplier; that may pertain to services under this contract, shall be open for inspection by County's agents at any reasonable time during business hours. Supplier agrees to retain such records and documents for a period of seven (7) years, or such longer period as may be prescribed for such records and documents by the State Archivist of Oregon.
6. **PAYMENTS/CONSIDERATION:** In consideration of the faithful performances of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this Agreement, Bid Sheet, and all general and detailed Specifications which are a part hereof, and in accordance with the directions of County and to its satisfaction, County agrees to pay Supplier the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the Agreement and to make such payments in a timely manner.
7. **WITHHOLDING PAYMENTS/LIQUIDATED DAMAGES:** Notwithstanding any other payment provision of this contract, if Supplier fails to produce or transport the material at the mutually agreed upon schedule, County may immediately withhold payments under this Agreement and/or assess liquidated damages at \$250 per Calendar Day. The production schedule is outlined in the Bid Specifications.

8. **INSURANCE:** Supplier shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering activities and operations of Supplier. Supplier may satisfy this requirement for general liability insurance in any manner allowed by ORS 30.282. No work will be allowed until an insurance certificate naming County and its agents as an additional insured has been received by County. Such liability insurance, whatever the form, shall not be less than the limits of public body tort liability specified in ORS 30.269 with provision for increased coverage as such limits are increased by legislative action. Supplier and/or his insurance company shall provide advance notification as described in Section 170.70(e) of the Oregon Standard Specifications for Construction.
9. **TERMINATION:** All or part of this Contract may be terminated by mutual consent of both parties; or by County at any time after 30 days notice in writing. In addition, County may terminate all or part of this Contract for any one or more of the reasons specified below:
- a. After 10 days notice, if funding to County from Federal, State or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services and materials. County will give more notice whenever possible.
 - b. After 30 days notice, if Federal or State regulations are changed in such a way that services and materials no longer are allowable under this Contract.
 - c. Immediately, on notice of denial, revocation or non-renewal of any letter of approval, license or certificate required by law, rule or regulation to be held by Supplier to provide services and materials under this Contract.
 - d. Immediately, if Supplier fails to provide services and materials, or fails to meet any performance standards as specified by County in this Contract (or subsequent modifications of this Contract) within the time therein specified, or any extensions thereof.
 - e. Immediately, if County has evidence that Supplier has endangered or is endangering the health and safety of clients, residents, staff or the public.
 - f. Immediately, upon failure of Supplier to comply with the provisions of this Contract and all applicable Federal, State and local laws, rules and regulations.

- g. Termination, or the withholding of payments or reduction of obligation under 00195.70, shall be without prejudice to any other obligation or liability of either party accrued prior thereto.
- 10. **SETTLEMENT OF DISPUTES:** Differences between a Supplier and County, will be resolved when possible at appropriate management levels.
- 11. **DISPUTES:** All disputes and all claims for alleged breach of contract shall, within ten (10) days of the commencement of dispute be presented in writing to County for decision; but in the meanwhile, Supplier shall proceed with the work as directed.
 - a. Supplier shall submit in detail, the claim and proof thereof. The County, with reasonable promptness, shall render its decision to the Supplier in writing.
 - b. If Supplier does not agree with any decision of The County, Supplier shall accept that decision from the final release.
 - c. If Supplier has (1) given notice of any dispute within the limit stated above; (2) taken exception to County's decision in the release; and (3) brought suit by way of arbitration proceeding pursuant to ORS 36.300 through 36.365 within 120 days after receipt of final payment under this contract or within six months of a written request by County that Supplier submit a final voucher and release, whichever time is the lesser; then County's decision shall not be final and conclusive but the dispute shall be tried in arbitration on its merits. If the above conditions precedent have not been met, Supplier agrees that his non-compliance with the conditions precedent constitutes a waiver of right to assert a claim.
- 12. **ATTORNEY FEES:** If an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any terms for this contract, the prevailing party of said action is entitled to the recovery of reasonable attorney fees.
- 13. **CAPTIONS:** The heading or captions in this contract are solely for convenience of the reader, and do not have legal effect.
- 14. **CHOICE OF LAW:** This contract shall be governed by the laws of the State of Oregon.
- 15. **VENUE:** Venue relating to this contract shall be in the Circuit Court of the State of Oregon for Polk County, located in Dallas, Oregon.

16. **SEVERABILITY:** If any provision of this contract 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 holding shall not affect the validity of the remaining portions hereof.
17. **CONFIDENTIALITY:** Supplier understands and agrees that some records that will be made available are or may be considered confidential under ORS 308.290 and 308.413. Supplier agrees to comply with any and all confidentiality laws and regulations and will sign a confidentiality agreement if provided by County.

THIS AGREEMENT 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. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATION, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY SIGNATURE BELOW, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Dated this March day of 23 2023.



Supplier Signature

911272258

Tax ID Number

Approved by the Polk County Board of Commissioners at their regular meeting on _____, 2023.

Chairman, Polk County Board of Commissioners

Approved as to Form:

Polk County Counsel

Polk County
2023 Chip Seal - Quote Tabs - Schedule A

Item	Description	Qty	Unit	KNIFE RIVER		RIVERBEND		BAKER ROCK	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	3/8" - 1/4" GRADED AGGREGATE	6300	TON		\$ -	\$ -	\$ -		\$ -
2	3/8" - NO. 4 GRADED AGGREGATE	6300	TON	\$ 29.15	\$ 183,645	\$ 15.40	\$ 97,020		\$ -
3	3/8" - NO. 8 GRADED AGGREGATE	430	TON		\$ -	\$ -	\$ -		\$ -
Total					\$ 183,645		\$ 97,020	NO BID	
	PCPW Haul Costs	6300	TON	\$ 6.54	\$ 41,174	\$ 6.07	\$ 38,230	\$ -	\$ -
	Adjusted Unit Cost	6300	TON	\$ 35.69	\$ 224,819	\$ 21.47	\$ 135,250	\$ -	\$ -
Adjusted Total Bid					\$ 224,819		\$ 135,250		
Ackn. Addenda					N/A		N/A	N/A	
% diff.					66.2%		0.0%		



Contract Review Sheet

Staff Contact: Todd Whitaker Department: Public Works

Title: Director Consent Calendar Date: April 5, 2023

Contractor Name: Albina Asphalt

Address: 801 Main Street

City, State, Zip: Vancouver, WA 98660

Effective Dates - From: July 10, 2023 Thru: July 28, 2023

Contract Amount: \$ Per Bid Sheet

Source Selection:

- | | |
|--|--|
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Personal Services |
| <input type="checkbox"/> Competitive Quotes | <input type="checkbox"/> Special/Exempt Procurement (explain below): |
| <input checked="" type="checkbox"/> Formal Bid | _____ |
| <input type="checkbox"/> Request for Proposals | _____ |

Background/Discussion:

This contract will allow the County to purchase chip seal oil and fog seal oil. Spreading and demurrage rates are included in the contract.

Fiscal Impact:

The estimated fiscal impact of this contract is outlined on quote sheet from funds out of 210-8632-630.

Recommendation:

Public Works staff recommends the Board ratify the Chip Seal Oil Contract with Albina Asphalt for the 2023 Chip Seal Project.

Copies of signed contract should be sent to the following:

Name: Heather Chase E-mail: chase.heather@co.polk.or.us

Name: _____ E-mail: _____

Name: _____ E-mail: _____

CONTRACT

THIS CONTRACT, made and entered into in triplicate this _____ day of _____ 2023, by and between POLK COUNTY, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, and the below named company, herein called the "Contractor" for the Project entitled **2023 Chip Seal**, Project No. 2302.

Company Name: Albina Asphalt
 Address: 801 Main Street
 Vancouver, WA 98660

1. **CONTRACTOR'S SERVICES:** Contractor, hereby agrees to supply the following materials:

HFRS-P2 Asphalt Emulsion &

CQS-1H Asphalt Emulsion 50% Dilute

at the unit prices shown on the attached Quote Sheet and to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the applicable General and Special Provisions for the above named project, and in accordance with such alterations and modifications of the same as may be made by Polk County. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

2. **CONTRACT CONTENTS:** The entire Contract consists of the following documents:
- a. Contract
 - b. Quote Sheet
 - c. Special Provisions
 - d. Any amendments made by subsequent written instrument and signed by both parties.

To the extent that there are inconsistencies between this contract and the attachments, interpretations shall be based on the following order of precedence: (1) This Agreement, (2) The Quote Sheet and (3) The Special Provisions.

3. **CONTRACT TIME:** The anticipated work schedule is as follows:

Chip Seal (Two Distributors): July 10, 2023 to July 21, 2023
 Fog Seal (Two Distributors): July 24, 2023 to July 28, 2023

CONTRACT

THIS CONTRACT, made and entered into in triplicate this _____ day of _____ 2023, by and between POLK COUNTY, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, and the below named company, herein called the "Contractor" for the Project entitled **2023 Chip Seal**, Project No. 2302.

Company Name: Albina Asphalt
 Address: 801 Main Street
 Vancouver, WA 98660

1. **CONTRACTOR'S SERVICES:** Contractor, hereby agrees to supply the following materials:

HFRS-P2 Asphalt Emulsion &

CQS-1H Asphalt Emulsion 50% Dilute

at the unit prices shown on the attached Quote Sheet and to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the applicable General and Special Provisions for the above named project, and in accordance with such alterations and modifications of the same as may be made by Polk County. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

2. **CONTRACT CONTENTS:** The entire Contract consists of the following documents:

- a. Contract
- b. Quote Sheet
- c. Special Provisions
- d. Any amendments made by subsequent written instrument and signed by both parties.

To the extent that there are inconsistencies between this contract and the attachments, interpretations shall be based on the following order of precedence: (1) This Agreement, (2) The Quote Sheet and (3) The Special Provisions.

3. **CONTRACT TIME:** The anticipated work schedule is as follows:

Chip Seal (Two Distributors): July 10, 2023 to July 21, 2023

Fog Seal (Two Distributors): July 24, 2023 to July 28, 2023

Contractor agrees to have equipment and personnel available to supply and apply the designated quantities of emulsion during these work windows. The contract time may be modified by written amendment.

4. **LAWS AND REGULATIONS:** Polk County and Contractor agree to comply with the Ordinances and regulations of Polk County; applicable provisions in any contract between Polk County and the State of Oregon relating to the services to be provided under this Agreement by the Contractor; and all provisions of Federal and State Law, rules and regulations relating to Contractor's performance of services under this Agreement. Specific laws and regulations that apply are incorporated into the General 2021 Oregon Standard Specifications for Construction under Part 00100, General Requirements subject to the modifications of the Special Provisions of this Agreement.
5. **HOLD HARMLESS:** Contractor shall defend, indemnify and save harmless Polk County, its Boards of Commissioners, officers, agents, and employees from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of Contractor, his subcontractors or the employees of either; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect, or misconduct of Contractor; or because of any claims or amounts arising or recovered under any Worker's Compensation law or any other law, ordinance, order or decree; and so much of the money due Contractor if any by virtue of this Contract as may be considered necessary by Polk County for such purpose may be retained for the use of Polk County; or, in case no money is due, Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to Polk County; except that money due Contractor will not be withheld when Contractor produces satisfactory evidence that Contractor is adequately protected by general liability and property damage insurance, and that said insurance expressly identifies Polk County and its agents as additional insured.
6. **MONITORING:** Contractor agrees that services provided under this contract by Contractor; facilities used in conjunction with such services; Contractor's policies, procedures, performance data, financial records, and other similar documents and records of Contractor; that may pertain to services under this contract, shall be open for inspection by Polk County's agents at any reasonable time during business hours. Contractor agrees to retain such records and documents for a period of seven (7) years, or such longer period as may be prescribed for such records and documents by the State Archivist of Oregon.
7. **PAYMENTS/CONSIDERATION:** In consideration of the faithful performances of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this Contract, Quote Sheet, General Provisions, Schedule of Prices, Special Provisions and all general and detailed Specifications and Drawings which are a part hereof, and in accordance with the directions of Polk County and to its satisfaction, Polk County agrees to pay Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment

specified, and taking into consideration any amounts that may be deductible under the terms of the Contract and to make such payments in the manner and at the times provided in the applicable Standard Specifications, Special Provisions, and the Schedule of Contract Prices.

8. **BOLI Public Works Bond:** Pursuant to ORS 279C.836, the Contractor shall:

- a. Have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).
- b. Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

9. **PREVAILING WAGE REQUIREMENTS (PWR):** Oregon Bureau of Labor and Industries (BOLI) "Prevailing Wage Rates for Public Works Contracts in Oregon" apply to this Project. For the correct wage rates, go to BOLI's website at:

http://www.oregon.gov/boli/whd/pwr/pages/pwr_state.aspx and refer to the publication dated January 5, 2023 and amendment dated January 11, 2023.

Contractor must pay the current prevailing wage rates as established by BOLI and in accordance with ORS 279C.800 – ORS279C.870 and contained herein, including daily, weekly, weekend and holiday overtime as required.

10. **RETAINAGE:** Pursuant to ORS 279C.845(7), if a Contractor is required to file certified payroll statements and fails to do so, Polk County shall retain 25 percent of any amount earned by the Contractor until the Contractor has filed such statements with Polk County. Polk County will pay the Contractor the amount retained due to failure to submit certified payrolls within 14 days after the Contractor files the certified statements.

11. **PUBLIC WORKS CONTRACT:** Contractor must comply with all conditions of OAR 839-025-0020 for this public works project.

12. **WITHHOLDING PAYMENTS/LIQUIDATED DAMAGES:** Notwithstanding any other payment provision of this contract, if Contractor fails to submit required reports when due, or fails to perform or document the performance of contracted services, Polk County may immediately withhold payments under this contract and/or assess liquidated damages as described in the Special Provisions.

13. **INSURANCE:** Contractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering activities and operations of Contractor. Contractor may satisfy this requirement for general liability insurance in any manner allowed by ORS 30.282. No work will be allowed until an insurance certificate naming Polk County and its agents as an additional insured has been received by Polk County. Such liability insurance, whatever the form, shall not be less than the limits of public body tort liability

specified in ORS 30.269 or the project Special Provisions, whichever is higher with provision for increased coverage as such limits are increased by legislative action. Contractor and/or his insurance company shall provide advance notification as described in Section 170.70(e) of the project Special Provisions.

14. **TERMINATION:** All or part of this contract may be terminated by mutual consent of both parties; or by Polk County at any time after 30 days notice in writing. In addition, Polk County may terminate all or part of this contract for any one or more of the reasons specified below:
- a. After 10 days notice, if funding to Polk County from Federal, State or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity of services. Polk County will give more notice whenever possible.
 - b. After 30 days notice, if Federal or State regulations are changed in such a way that services no longer are allowable under this contract.
 - c. Immediately, on notice of denial, revocation or non-renewal of any letter of approval, license or certificate required by law, rule or regulation to be held by Contractor to provide a service under this contract.
 - d. Immediately, if Contractor fails to provide services, or fails to meet any performance standards as specified by Polk County in this contract (or subsequent modifications of this contract) within the time therein specified, or any extensions thereof.
 - e. Immediately, if Polk County has evidence that Contractor has endangered or is endangering the health and safety of clients, residents, staff or the public.
 - f. Immediately, upon failure of Contractor to comply with the provisions of this contract and all applicable Federal, State and local laws, rules and regulations.
 - g. Termination, or the withholding of payments or reduction of obligation under 00195.70, shall be without prejudice to any other obligation or liability of either party accrued prior thereto.
15. **SETTLEMENT OF DISPUTES:** Differences between a Contractor and Polk County, or between Contractors, will be resolved when possible at appropriate management levels. Polk County has ultimate responsibility and authority for resolution of disagreements among subcontract agencies.
16. **DISPUTES:** All disputes, and all claims for alleged breach of contract shall, within ten (10) days of the commencement of dispute be presented in writing to Polk County for decision; but in the meanwhile, Contractor shall proceed with the work as directed.
- a. Contractor shall submit in detail, the claim and proof thereof. Polk County, with reasonable promptness, shall render its decision to the Contractor in writing.

- b. If Contractor does not agree with any decision of Polk County, Contractor shall except that decision from the final release.
 - c. If Contractor has (1) given notice of any dispute within the limit stated above; (2) taken exception to Polk County's decision in the release; and (3) brought suit by way of arbitration proceeding pursuant to ORS 36.300 through 36.365 within 120 days after receipt of final payment under this contract or within six months of a written request by Polk County that Contractor submit a final voucher and release, whichever time is the lesser; then Polk County's decision shall not be final and conclusive but the dispute shall be tried in arbitration on its merits. If the above conditions precedent have not been met, Contractor agrees that his non-compliance with the conditions precedent constitutes a waiver of right to assert a claim.
- 17. **ATTORNEY FEES:** If an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any terms for this contract, the prevailing party of said action is entitled to the recovery of reasonable attorney fees.
 - 18. **CAPTIONS:** The heading or captions in this contract are solely for convenience of the reader, and do not have legal effect.
 - 19. **CHOICE OF LAW:** This contract shall be governed by the laws of the State of Oregon.
 - 20. **VENUE:** Venue relating to this contract shall be in the Circuit Court of the State of Oregon for Polk County, located in Dallas, Oregon.
 - 21. **SEVERABILITY:** If any provision of this contract 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 holding shall not affect the validity of the remaining portions hereof.
 - 22. **CONFIDENTIALITY:** Contractor understands and agrees that some records that will be made available are or may be considered confidential under ORS 308.290 and 308.413. Contractor agrees to comply with any and all confidentiality laws and regulations and will sign a confidentiality agreement if provided by Polk County.

THIS AGREEMENT 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. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATION, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY SIGNATURE BELOW, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Dated this _____ day of _____ 2023.



Contractor Signature

73-0466510
Tax ID Number

Approved by the Polk County Board of Commissioners at their regular meeting on the _____ day of _____, 2023.

Chairman, Polk County Board of Commissioners

Approved as to Form:

Polk County Counsel

Polk County
2023 Chip Seal - Tabulation of Quotes

Item	Description	Qty	Unit	Western Emulsions	Blue Line	Albina
				Unit Price	Unit Price	Unit Price
a.	HFRS-P2 Asphalt Emulsion	900	TON	\$ -	\$ -	\$ 553
b.	HFRS-P2 Asphalt Emulsion Freight	900	TON	\$ -	\$ -	\$ 61
c.	CRS-3P Asphalt Emulsion Emulsion	900	TON	\$ 590	\$ -	\$ 575
d.	CRS-3P Asphalt Emulsion Freight	900	TON	\$ 90	\$ -	\$ 40
e.	HFRS-P1 Asphalt Emulsion 50% Dilute	330	TON	\$ -	\$ -	\$ 300
f.	HFRS-P1 Asphalt Emulsion 50% Dilute Freight	330	TON	\$ -	\$ -	\$ 61
g.	CSS-1H Asphalt Emulsion 50% Dilute	330	TON	\$ 403	\$ -	\$ 300
h.	CSS-1H Asphalt Emulsion 50% Freight	330	TON	\$ 90	\$ -	\$ 40
i.	CQS-1H Asphalt Emulsion 50% Dilute	330	TON	\$ 417	\$ -	\$ 300
j.	CQS-1H Asphalt Emulsion 50% Dilute Freight	330	TON	\$ 90	\$ -	\$ 40
k.	Oil Spreading	160	HOUR	\$ 350	\$ -	\$ 350
l.	Demurrage	10	HOUR	\$ 150	\$ -	\$ 150
					NO BID	
Ackn. Addenda				N/A	N/A	N/A
Operator Experience (combined)				NOT PROVIDED	N/A	38
References				NOT PROVIDED	N/A	YES



CONTRACT REVIEW SHEET

Staff Contact: Rosana Warren Phone Number (Ext): 2428
Department: Health Services: Behavioral Health Consent Calendar Date: _____
Contractor Name: Oregon Health Authority
Address: 635 Capitol St NE Suite 350
City, State, Zip: Salem, OR 97301
Effective Dates - From: January 01, 2023 Through: June 30, 2023
Contract Amount: \$1,715,708.93 Total - Amendment \$3,000 Part C

Background:

Oregon Health Authority provides funds to finance Community Mental Health, Addiction Treatment, Recovery & Prevention and Problem Gambling services. This contract is an amendment to the initial award from the state IGA 173147. The award may be modified from time-to-time throughout the calendar year to reflect changes to funds and/or programs that are made a part of the grant.

Discussion:

Amendment #8 increases the Part C invoiceable amount by \$3,000. These funds offset expenses incurred with providing DUII services to individuals without Medicaid. Funds are only paid once used and invoiced.

Fiscal Impact:

Increase of available funds of \$3,000 if needed.

Recommendation:

It is recommended that Polk County sign amendment 8 to IGA 173147 with the Oregon Health Authority.

Copies of signed contract should be sent to the following:

Name: Tami Stump E-mail: hs.contracts@co.polk.or.us
Name: Chrissy Thomson E-mail: thomson.chrissy@co.polk.or.us



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

**EIGHTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2022 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, &
PREVENTION, AND PROBLEM GAMBLING SERVICES AGREEMENT #173147**

This Eighth Amendment to Oregon Health Authority 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2022 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Polk County** (“County”).

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in **Attachment 1** attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. The Service Description, **A&D 65** “INTOXICATED DRIVER PROGRAM FUND (IDPF) set forth in Exhibit B-1, item #7, is hereby amended to read in its entirety as set forth in **Attachment 2** attached hereto and incorporated herein by this reference.
3. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
4. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

6. This Amendment may be executed in any number of 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 so executed shall constitute an original.

7. **County Data.** This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

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

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: _____ Facsimile: _____

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

Workers' Compensation Insurance Company: _____

Policy #: _____

Expiration Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

8. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Polk County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on November 15, 2021; e-mail in contract file.

ATTACHMENT 1

EXHIBIT C
Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: A0105

CONTRACT#: 173147

CONTRACTOR: POLK COUNTY

INPUT CHECKED BY: _____

DATE CHECKED: _____

SE#	FUND	CODE	CMIS	PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
-----	------	------	------	----------	--------------------	---------------------	------	----------------------	-----------------------------	------------	------------	------	----------------	-----

FISCAL YEAR: 2022-2023

IDPF POLK COUNTY

65	887	-0-			1/1/2023 - 6/30/2023	0 /NA	\$0.00	\$3,000.00	\$0.00	C	1	Y		1
TOTAL FOR SE# 65								\$3,000.00	\$0.00					
TOTAL FOR 2022-2023								\$3,000.00	\$0.00					
TOTAL FOR A0105 173147								\$3,000.00	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: POLK COUNTY
DATE: 03/06/2023

Contract#: 173147
REF#: 011

REASON FOR FAAA (for information only):

Intoxicated Driver Program Fund (A&D 65 IDPF), funds are awarded.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

A0105 1A) These funds are for DUII Education services for Veterans. B)
Funds are for A&D 65 services for invoices from 1/01/2023 to
6/30/2023.

ATTACHMENT 2

7. Service Name: **INTOXICATED DRIVER PROGRAM FUND (IDPF)**

Service ID Code: **A&D 65**

(1) **Service Description**

The Intoxicated Driver Program Fund (IDPF) supports the delivery of:

- (a) Eligible Services to Oregon residents who have been adjudicated in an Oregon court for Driving Under the Influence of Intoxicants (DUII) or Minor in Possession (MIP); and
- (b) Special Services provided for individuals adjudicated for DUII.

Definitions

- (a) “Eligible Individual” means an Oregon resident who:
 - i. Has a household income below 225% of the US Federal Poverty Guidelines as they are periodically updated at: <https://aspe.hhs.gov/poverty-guidelines>; and
 - ii. Is not eligible for Medicaid or is underinsured.
- (b) “Information programs” means educational services for Individuals who have been adjudicated for an MIP, and do not meet diagnostic criteria for a substance use disorder.
- (c) “Treatment” means medically necessary and appropriate services for Individuals who meet diagnostic criteria for a current substance use disorder.
- (d) “Underinsured” means a household with out-of-pocket medical expenses greater than 5% of the household’s annual income.
- (e) “Veteran” means an individual who has served in the Armed Forces or who the Veterans Administration has determined to be eligible for Veterans Administration benefits.

(2) **Performance Requirements**

- (a) Providers of Services paid through this Contract must have a current Certificate and accompanying letter issued by OHA in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.
- (b) DUII services providers paid through this Contract must meet and comply with the program standards set forth in OAR 309-019-0195, as such rules may be revised from time to time.

- (c) Providers of Services paid through this Contract must include sufficient information in the Individual's service record to document eligibility in the event of an audit. Examples include but are not limited to:
 - i. Proof of income
 - ii. Proof of household size
 - iii. Medicaid eligibility denial documentation
 - iv. Out-of-pocket medical expenses documentation.
- (d) Eligible Services are limited to:
 - i. Providing treatment for Eligible Individuals who enter diversion agreements for DUII under ORS 813.200; or
 - ii. Providing treatment for Eligible Individuals convicted of DUII as required under ORS 813.021; or
 - iii. Providing treatment or information programs for Eligible Individuals convicted of MIP as required under ORS 471.432; or
 - iv. Providing DUII Education services as outlined in OAR 309-019-0195 for veterans regardless of whether they are an Eligible Individual or not.
- (e) Special Services paid through this Contract are for Individuals who enter a diversion agreement for or are convicted of DUII whether they are an Eligible Individual or not. Special Services are limited to:
 - i. Services required to enable an Individual with a disability to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200; or
 - ii. Services required to enable an Individual whose proficiency in the use of English is limited because of the person's national origin to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200.
 - iii. Services may only be due to the Individual's disability or limited proficiency in the use of English.
- (f) OHA will follow the Behavioral Health Fee Schedule in making payments for Eligible Services including fee-for-service reimbursement for interpreter services. The Behavioral Health Fee Schedule is available at: <https://www.oregon.gov/oha/HSD/OHP/Pages/Fee-Schedule.aspx>. At no time will OHA provide payments above the Behavioral Health Fee Schedule for Eligible Services.
- (g) DUII Education services for veterans will be reimbursed at the equivalent fee-for-service reimbursement rate using the Behavioral Health Fee Schedule.
- (h) For Special Services, OHA will make payments based on the Contractor's actual cost up to \$500 per Individual. To receive payment for Special Services costs exceeding \$500 per Individual, Contractor must obtain OHA's approval of the Special Services prior to incurring such costs.

(3) **Reporting Requirements**

See Exhibit E, 10.

(4) **Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Confirmation language, Section 1.f.(2). In addition:

Invoice and required encounter data are due no later than 45 calendar days following the end of the subject quarter and must be submitted to HSD.Contracts@odhsoha.oregon.gov with the subject line - “Invoice, contract #(your contract number), contractor name”, subject to the following:

- (a) Contractor shall use the Intoxicated Driver Program Fund (IDPF) SE-65 Invoice available at:
<https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>
- (b) OHA will follow the Behavioral Health Fee Schedule in making payments for Eligible Services including fee-for-service reimbursement for interpreter services. At no time will OHA provide payments above the Behavioral Health Fee Schedule for Eligible Services. The Behavioral Health Fee Schedule is available at:
<https://www.oregon.gov/oha/HSD/OHP/Pages/Fee-Schedule.aspx>.
- (c) For Special Services, OHA will make payments based on the Contractor’s actual cost. Contractor shall attach a copy of the bill or receipt for the Special Service provided.



Contract Review Sheet

Staff Contact: _____ Department: _____

Title: _____ Consent Calendar Date: _____

Contractor Name: _____

Address: _____

City, State, Zip: _____

Effective Dates - From: _____ Thru: _____

Contract Amount: \$ _____

Source Selection:

Sole Source

Personal Services

Competitive Quotes

Special/Exempt Procurement (explain below):

Formal Bid

Request for Proposals

Background/Discussion:

Fiscal Impact:

Recommendation:

Copies of signed contract should be sent to the following:

Name: _____ E-mail: _____

Name: _____ E-mail: _____

Name: _____ E-mail: _____

**MASTER GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
FUND EXCHANGE PROGRAM (FEX)**

This Master Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and **Polk County**, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall be from January 1, 2021 to September 30, 2024 (the “Term”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents attached to this Agreement:

Exhibit A:	Recipient Requirements
Exhibit B:	Subagreement Insurance Requirements
Exhibit C:	Direct Deposit/ACH Credit Authorization
Exhibit D:	Funding Request Letter template

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

- 3. Grant Funds.** Pursuant to the Federal-Aid Project Guidelines and Working Agreement among ODOT, the Association of Oregon Counties and the League of Oregon Cities No. 32588 dated August 23, 2018, ODOT will annually make state funds available for which Recipient may exchange Recipient’s annual allocation of federal Surface Transportation Block Grant funds (“STBG Funds”). The state funds that ODOT annually makes available for exchange are referred to in this Agreement as the “Grant Funds.” ODOT will annually determine the amount of STBG Funds, and hence Grant Funds, available to the Recipient and announce the STBG Funds amount via ODOT’s website in January of each year.
- 4. Exchange Rate.** During the Term, ODOT will exchange Recipient’s annual allocation of STBG Funds for Grant Funds at the following rates:
 - a.** Ninety-four cents (\$0.94) in Grant Funds for one dollar (\$1.00) of STBG Funds until December 31, 2021.
 - b.** Ninety cents (\$0.90) in Grant Funds for one dollar (\$1.00) of STBG Funds January 1, 2022 and after.

5. Eligible Projects and Costs.

- a. Use of Grant Funds.** Grant Funds may only be used for transportation projects that are State Highway Trust Fund eligible, that is, those that are consistent with Article IX, Section 3a, of the Oregon Constitution (each such State Highway Trust Fund eligible transportation project is referred to in this Agreement as a “Project”). Grant Funds may be used for all phases of a Project, including, but not limited to, preliminary engineering, right of way, utility relocation, and construction.
- b. Eligible Costs.** Recipient shall use Grant Funds only for its actual costs to deliver Projects consistent with the terms of this Agreement (“Eligible Costs”).
 - i.** Eligible Costs are actual costs of Recipient to the extent those costs are:
 - A.** reasonable, necessary and directly used for a Project;
 - B.** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of a Project; and
 - C.** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
 - ii.** Eligible Costs can include the purchase of aggregate or equipment, provided that:
 - A.** purchases or production of aggregate must be roadway-related and exclusively used for roadway work; and
 - B.** purchased equipment must be used exclusively for roadway purposes for the useful life of the equipment. Recipient shall clearly describe in the Funding Request, as that capitalized term is defined in Section 6.a., how it plans to use said equipment on roadways and for roadway purposes. In the event that the equipment is not used for roadway purposes, Recipient shall pay to ODOT the fair market rental value for Recipient’s non-roadway use of the equipment. The useful life and the fair market rental value of the equipment shall be determined by ODOT, based on the type and condition of equipment.
 - iii.** Eligible Costs do NOT include:
 - A.** loans or grants to be made to third parties; or
 - B.** any expenditures incurred before the Effective Date or after the Availability Termination Date.

6. Grant Funds Distribution Process

- a.** To receive a distribution of Grant Funds during the Term, Recipient shall submit a funding request letter to the ODOT Contact for approval (a “Funding Request”). The Funding Request

must be on Recipient letterhead and include all information set forth in the letter template attached as Exhibit D. If Recipient chooses not to request Grant Funds in a calendar year, the year's Grant Funds amount will accumulate ("bank") for Recipient's future use. ODOT's distribution of Grant Funds will be limited to Recipient's cumulative amount of Grant Funds available at the time a Funding Request is submitted. ODOT will not advance any Grant Funds based on anticipated future allocations of STBG Funds.

- b. Upon approving a Funding Request, ODOT will disburse the requested Grant Funds amount to Recipient via electronic funds transfer to the deposit account designated in Exhibit C.
- c. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 7 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- d. **Recovery of Grant Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misspent Funds") must be returned to ODOT. Recipient shall return all Misspent Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.

7. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its

terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. **Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of this Agreement will remain, current on all applicable state and local taxes, fees and assessments.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or any Project funded by this Agreement, for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of this Agreement, and any transportation services rendered by Recipient. Without limiting the foregoing, ODOT may request, and Recipient shall provide, documentation of expenditures to confirm that Recipient uses Grant Funds only for State Highway Trust Fund eligible purposes. ODOT may also conduct on-site inspections of any Project funded under this Agreement to ensure that the Project is State Highway Trust Fund eligible.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or any Project funded by this Agreement for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.

- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, “subagreements”) for performance of this Agreement.
 - i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third party beneficiary of Recipient’s subagreement with the Contractor and to name ODOT as an additional or “dual” obligee on contractors’ payment and performance bonds.
 - iii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT’s request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**

Recipient’s subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys’ fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient’s subagreement or any of such party’s officers, agents, employees or subcontractors (“Claims”). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient’s subagreement(s) from and against any and all Claims.

- i. Any such indemnification shall also provide that neither Recipient’s subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient’s subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT 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 may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient’s subrecipient is prohibited from defending the State, or that

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

- ii. For Projects that are on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit B. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit B. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit B.
 - iii. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
 - iv. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
- i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - i. All procurement transactions are conducted in a manner providing full and open competition.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

10. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - ii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written

notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;

- iii. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - iv. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that is no longer allowable or no longer eligible for funding under this Agreement; or
 - v. If a Project funded under this Agreement would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

11. GENERAL PROVISIONS

- a. **Indemnity.** RECIPIENT SHALL INDEMNIFY AND DEFEND ODOT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE INTENTIONAL MISCONDUCT, OR RECKLESS OR NEGLIGENT ACTS OR OMISSIONS OF RECIPIENT OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

ODOT shall reasonably cooperate in good faith, at Recipient's reasonable expense, in the defense of a covered claim. Recipient shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Recipient. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, ODOT, its officers, employees or agents. ODOT may elect to assume its own defense with an attorney of its own choice and its own expense at any time ODOT determines important governmental interests are at stake. ODOT agrees to promptly provide Recipient with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Recipient may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of ODOT, which consent shall not be unreasonably withheld, conditioned or delayed.

- b. **Contribution.**

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party’s liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- c. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

- e. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. No Third Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- g. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(g). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. 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.
- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to implementation of Projects funded by this Agreement, including without limitation as described in Exhibit A. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.

- j. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Recipient shall perform as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the work, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing its work. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

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

Recipient Name, by and through its elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

LEGAL REVIEW APPROVAL
(If required in Recipient's process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Heather Chase
820 SW Ash St
Dallas, 97338
503-623-9287
chase.heather@co.polk.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Statewide Investment Management Section Manager

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Program & Funding Services Manager

Name _____
(printed)

Date _____

ODOT Contact:

Shelley Bokor
555 13th Street NE
Salem, OR 97301
503-986-3621
shelley.a.bokor@odot.state.or.us

EXHIBIT A

Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.

2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.

3. Recipient shall, at its own expense, maintain and operate all roadways and equipment funded by this Agreement upon completion and throughout the useful life at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of any roadway work is defined as seven (7) years from its completion date (the "Project Useful Life").

4. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities or equipment.

5. Americans with Disabilities Act Compliance

a. **State Highway:** For portions of a Project located on or along the State Highway System or a State-owned facility ("state highway"):

- i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals, shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible meet current ODOT Highway Design Manual standards;
- ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, pedestrian-activated signals, shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible 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;
- iii. At completion of a Project funded by this Agreement, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered 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 are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of a Project's completion and allow ODOT to inspect Project sidewalks, curb ramps, pedestrian-activated signals shared use path, transit stop, park-and-ride, on-street parking, or any other feature that might need to be accessible located on or along a state highway prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads:** For portions of a Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration 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 Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring compliance with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect completed Projects to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c. Recipient shall ensure that any portions under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of Projects funded by this Agreement. This includes, but is not limited to, Recipient ensuring that:

- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 5 shall survive termination of this Agreement.

6. Work Performed within ODOT's Right of Way

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If a Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

7. General Standards

All Projects funded by this Agreement shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the program's investment meets the intent of the application and the program.

EXHIBIT B

Subagreement Insurance Requirements

1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.
- b. The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track,

roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

c. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering Contractor’s business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an **endorsed** Additional Insured but only with respect to the contractor’s activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

e. “TAIL” COVERAGE.

If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance or pollution 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 Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor’s completion and Recipient’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. 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 period that “tail” coverage is reasonably available in the marketplace.

f. NOTICE OF CANCELLATION OR CHANGE.

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

g. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation..

The Recipient shall immediately notify ODOT of any change in insurance coverage.



EXHIBIT C

DIRECT DEPOSIT/ACH CREDIT AUTHORIZATION

Type of Action: ☐ NEW ENROLLMENT ☐ CHANGE ☐ CANCEL

By selecting the Change box and completing the form with new account information, or by selecting the Cancel box, you revoke your previous authorization for direct deposit.

Payee Information:

LEGAL NAME OF PAYEE (used for tax reporting): _____

BUSINESS NAME (DBA name if different from above): _____

TAXPAYER IDENTIFICATION NUMBER (EIN OR SSN): _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Type of Bank Account:

☐ Checking account ☐ Savings account

Financial Institution Information (attach voided check or a letter from the bank confirming the account name, routing number, and account number):

FINANCIAL INSTITUTION NAME: _____

NAME(S) ON ACCOUNT: _____

ACCOUNT NUMBER: _____

ROUTING NUMBER: _____

FINANCIAL INSTITUTION ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Authorization:

I authorize the Oregon Department of Transportation (ODOT) to initiate electronic credits and, if necessary, adjusting debit entries to reverse erroneous electronic payments, to the account designated on this form. I certify that I am authorized to enter into this agreement as the account holder or on behalf of the account holder. I acknowledge that the origination of ACH transactions to the authorized account must comply with the provisions of the law of the State of Oregon and the United States.

International transaction certification – I certify that the entire amount of my direct deposit is NOT ultimately deposited into a financial institution outside the United States.

This authorization will remain in effect until ODOT receives written notification from Payee of its termination in such time and in such manner as to afford ODOT and the depository financial institution a reasonable opportunity to act on it. If Financial Institution information changes, Payee agrees to promptly submit to ODOT an updated Direct Deposit/ACH Credit Authorization.

ODOT/Recipient
Agreement No. 34775

AUTHORIZED NAME: _____
TITLE (if company account): _____
AUTHORIZED SIGNATURE: _____
DATE: _____ TELEPHONE NUMBER: _____

Mail the completed form and voided check or bank letter to:

ODOT Financial Services, MS #21
TEAMS Table Maintenance
355 Capitol St NE
Salem, OR 97301-3871 or
FAX to (503) 986-3907

If you have questions, please call us at (503) 986-4385.

731-0781 (11/2016)

EXHIBIT D

<LETTERHEAD WITH CITY/COUNTY, ADDRESS>

<DATE>

Oregon Department of Transportation
Program & Funding Services
ODOT Mill Creek Building
555 13th Street NE
Salem, OR 97301

To Whom it May Concern:

Pursuant to its Master Grant Agreement no. <IGA #> with ODOT, <CITY/COUNTY> requests its allocation of federal [Surface Transportation Block Grant](#) (STBG) funds to finance the following transportation project(s) eligible under Oregon Constitution Article IX, Section 3a (the "Project"):

<DESCRIPTION OF GAS TAX ELIGIBLE ACTIVITIES/LOCATION>

<CITY/COUNTY> hereby exchanges \$<FEDERAL AMOUNT> in STBG funds for state funds at a ratio of 94 **or 90** cents in state funds for each dollar of STBG funds exchanged. Accordingly, we request ODOT to disburse to <CITY/COUNTY> a total of \$<.94 **or** .90 x FEDERAL AMOUNT> in state funds that <CITY/COUNTY> will use to finance the Project. <CITY/COUNTY>'s Vendor Number is <VENDOR #>.

By signing below, I certify that I am authorized to sign on behalf of the <CITY/COUNTY> and that the <CITY/COUNTY> will use the state funds received in accordance with the limitations of Oregon Constitution Article IX, Section 3a.

Please contact <NAME> at <PHONE NUMBER>, <EMAIL> if you have any questions or concerns regarding this request.

Sincerely,

<SIGNATURE>

<NAME>
<TITLE>
<EMAIL>